



City of Pensacola

City Council

Agenda

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

October 24, 2024, 5:30 PM

City Council Chambers, 1st Floor

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Delarian Wiggins

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-525 APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 10, 2024

Recommendation: That City Council approve regular meeting minutes dated October 10, 2024.

Sponsors:

Attachments: Draft: Regular Meeting Dated 10/10/2024

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-825 APPROVAL OF ADDING MONUMENT/MEMORIAL WALL AT THE GARDEN OF PEACE AND HOPE LOCATED AT CORINNE JONES PARK

Recommendation: That City Council approve the addition of a monument/memorial wall at the Garden of Peace and Hope located at Corinne Jones Park. Further, the City Council authorize the Mayor to take all actions necessary to facilitate and manage the installation of the wall in accordance with this Council action and the Mayor's executive powers as granted in the City

Charter.

Sponsors: Mayor D.C. Reeves, Council Member Delarian Wiggins

Attachments: *Park Amenity Dedication Form - Garden of Peace and Hope Wall
Monument Memorial Wall Rendering
Garden of Peace and Hope Wall -Design Set*

3. 24-913 AWARD OF CONTRACT - RFQ NO. 24-030 PORT OF PENSACOLA - PROFESSIONAL ENGINEERING DESIGN SERVICES AND ENVIRONMENTAL ASSESSMENT FOR PORT OF PENSACOLA ROAD, RAIL, AND STORMWATER INFRASTRUCTURE REPAIR PROJECT

Recommendation: That City Council award a contract to HDR, Inc. for professional engineering design services and environmental assessment for road, rail, and stormwater infrastructure repair project as published in RFQ No. 24-030. Further, that City Council authorize the Mayor to take the actions necessary to negotiate, execute, and administer the contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *RFQ No. 24-030
Selection Committee Scoring Matrix*

4. 24-849 APPROVAL OF AMENDMENT NO. 2 - CONTRACT RELATED TO BID NO. 16-042 MAINTENANCE AND OPERATION OF THE BAGGAGE HANDLING SYSTEM AND PASSENGER LOADING BRIDGES - DAIFUKU SERVICES AMERICA CORPORATION F/K/A ELITE LINE SERVICES, INC.

Recommendation: That City Council approve Amendment No. 2 for a term extension to the contract under RPF No. 16-042 with Daifuku Services America Corporation f/k/a Elite Line Services, Inc. for maintenance and operation of the baggage handling system and passenger loading bridges. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer Amendment No.2, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Contract - Amendment No. 2*

5. 24-941 AWARD OF BID NO. 24-043 - 9TH AVENUE OUTFALL TO PENSACOLA BAY

Recommendation: That City Council award Bid No. 24-043 for 9th Avenue Outfall to Pensacola Bay to Site and Utility, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$1,874,282.00, plus a bid

alternate amount of \$17,500.00, with a 10% contingency of \$189,178.20 for a total of \$2,080,960.20. 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. Finally, that City Council approve the reallocation of \$914,719.00 within the Stormwater Capital Projects Fund from the Cordova Square Pond Rehab project balance, the Bayou Texar Dredging project balance, the Summit Boulevard Drainage project balance, and Stormwater Vault City-Wide.

Sponsors: Mayor D.C. Reeves

Attachments: *Tabulation of Bids*

6. 24-954 TITLE CLEARANCE PROGRAM AGREEMENT WITH LEGAL SERVICES OF NORTH FLORIDA, INC.

Recommendation: That City Council approve a Title Clearance Program Agreement with Legal Services of North Florida, Inc. in the amount of \$50,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Title Clearance Program Agreement*

7. 24-968 HANDBOOK FOR APPOINTED BOARDS, COMMISSIONS AND AUTHORITIES

Recommendation: That City Council approve the Handbook for Appointed Boards, Commissions and Authorities

Sponsors: Council Vice President Jared Moore

Attachments: *REVISED HANDBOOK AS AMENDED BY COUNCIL
Draft Handbook*

8. 24-961 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$500 to The University of West Florida Historic Trust from the City Council Discretionary Funds for District 5.

Sponsors: Council Member Teniadè Broughton

Attachments: *None*

9. 24-997 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$500 to SAFER Santa Rosa Inc. from the City Council Discretionary Funds for District 4.

Sponsors: Council Vice President Jared Moore

Attachments: *None*

10. 24-1006 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$1,000 to Family Promise and \$500 to Be Ready Alliance Coordinating for Emergencies from the City Council Discretionary Funds for District 1.

Sponsors: Council Member Jennifer Brahier

Attachments: *None*

REGULAR AGENDA

11. 24-895 PUBLIC HEARING - DISPOSITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

Recommendation: That City Council conduct a public hearing on October 10, 2024, regarding the disposition of real property located at 2301 West Cervantes Street to provide for the overarching goal of complementing and furthering the redevelopment objectives of the adjacent site at 2305 W Cervantes Street (the former Pensacola Motor Lodge), which includes, among other objectives, providing for affordable multifamily rental housing in accordance with the adopted Westside Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

Sponsors: Council Member Jennifer Brahier

Attachments: *Site Map - 2301 W. Cervantes Street*

12. 24-975 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

Recommendation: That City Council declare as surplus the real property at 2301 West Cervantes Street (Parcel ID No. 000S009060030173) in furtherance of current redevelopment at the adjacent 2305 West Cervantes Street, and authorize the Mayor to dispose of the parcel via direct negotiation. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the disposition consistent with the Mayor's Executive Powers as granted by the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Property Appraiser Info - 2301 W CERVANTES ST*

- 13.** 24-964 APPROVAL TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO FUND THE FACILITY REORGANIZATION AND SECURITY UPGRADES AT CITY HALL AND TO FUND A PORTION OF A CONTRIBUTION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REDESIGN OF DAVIS HIGHWAY AND DR. MARTIN LUTHER KING, JR. DRIVE

Recommendation: That City Council approve the reallocation of American Rescue Plan Act (ARPA) funding from the Gibson School project (\$490,000) and Housing Assistance project (\$310,000) to new projects, the Facility Reorganization and Security Project and the Redesign of Dr. Martin Luther King, Jr. Drive and Davis Highway.

Sponsors: Mayor D.C. Reeves

Attachments: *ARPA Projects thru 09/30/24*

- 14.** 24-957 RESOLUTION NO. 2024-81 – APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council adopts Resolution No. 2024-81.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-81*
FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48
Exhibit A - FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48

- 15.** 24-965 APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council accept and approve the Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation Contract No. ASZ48 in an amount to be determined each fiscal year and to be effective July 1, 2024 through June 30, 2025 and allow annual renewals of the agreement. Further, that City Council authorize the Mayor to take actions necessary to execute, administer, and renew this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48*
Exhibit A - FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48
Resolution No. 2024-81

- 16. 24-947** SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-80 - FEDERAL LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT - PPD MOBILE COMMAND CENTER

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-80.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-80*
Supplemental Budget Explanation No. 2024-80
Letter of Certification No. 2024-80
Summary: FEMA PPD Mobile Command Center
Proposal from Emergency Vehicles, Inc.

- 17. 24-976** ACCEPTANCE OF GRANT AGREEMENT NO. WL095 WITH FLORIDA DEPARTMENT OF COMMERCE - DEMOLITION OF "THE OLD BAPTIST HOSPITAL" CAMPUS

Recommendation: That City Council approve the acceptance of Grant Agreement No. WL095 from Florida Department of Commerce in the amount of \$7,000,000 with a \$9,000,000 match requirement, for a total grant value of \$16,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *Grant Agreement No. WL095*

- 18. 24-998** SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-84 - GRANT AGREEMENT NO. WL095 WITH FLORIDA DEPARTMENT OF COMMERCE - DEMOLITION OF "THE OLD BAPTIST HOSPITAL" CAMPUS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-84.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-84*
Supplemental Budget Explanation No. 2024-84

- 19.** 24-958 PROPOSED ORDINANCE NO. 12-24 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

Recommendation: That City Council approve Proposed Ordinance No. 12-24 on first reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 12-24*

- 20.** 24-1011 PROPOSED ORDINANCE NO. 10-24 - CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PRIVATE PROPERTY PROHIBITED

Recommendation: That City Council adopt Proposed Ordinance No. 10-24 as revised on second reading.

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *REVISED AS APPROVED ON 1ST READING Proposed Ordinance No. 10-24*
REVISED/REDLINED AS APPROVED ON 1ST READING Proposed Ordinance No. 10-24
Proposed Ordinance No. 10-24
Business Impact Estimate
Data for Proposed Unauthorized Camping Ordinances

PROOF OF PUBLICATION

21. 24-1012 PROPOSED ORDINANCE NO. 11-24 - AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PUBLIC PROPERTY PROHIBITED

Recommendation: That City Council adopt Proposed Ordinance No. 11-24 as revised on second reading.

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *REVISED AS AMENDED & ADOPTED ON 2ND READING
Proposed Ordinance No. 11-24
REVISED/REDLINED AS AMENDED & ADOPTED ON 2ND
READING Proposed Ordinance No. 11-24
REVISED AS APPROVED ON 1ST READING Proposed
Ordinance No. 11-24
REVISED/REDLINED AS APPROVED ON 1ST READING
Proposed Ordinance No. 11-24
Proposed Ordinance No. 11-24
Business Impact Estimate
Data For Proposed Unauthorized Camping Ordinances
PROOF OF PUBLICATION
HANDOUT PROVIDED BY COUNCIL MEMBER BARE Section
125.0231 F.S.*

COUNCIL EXECUTIVE'S REPORT**MAYOR'S COMMUNICATION****COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS****SECOND LEROY BOYD FORUM****ADJOURNMENT**

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance.

However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-525

City Council

10/24/2024

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 10, 2024

ATTACHMENTS:

1. Draft: Regular Meeting Dated 10/10/2024



City of Pensacola

CITY COUNCIL

MINUTES

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

October 10, 2024

5:30 PM

City Council Chambers, 1st Floor

ROLL CALL

Council President Jones called the regular meeting to order at 5:31 P.M.

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

Council Members Absent: None

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Allison Patton

AWARDS

Mayor Reeves presented a proclamation that City Administrator Kinsella read (in its entirety) to Global Connections to Employment representatives recognizing the 79th Anniversary of October as *National Disability Employment Awareness Month*. Council Member Patton made follow-up remarks indicating how GCE has positively impacted her son's life.

Council President Jones recognized the Finance Department's budget staff for their accomplishments in receiving the *Government Finance Officers Association Distinguished Budget Award* for the 2023-2024 Budget and indicated that the City of Pensacola has received this award for the past thirty (34) consecutive years.

FIRST LEROY BOYD FORUM

Grace McCaffery: Addressed Council advising that October is *Hispanic Heritage*

Month and provided for Council Members copies of *La Costa Latina* newspaper highlighting this year's festivities. She also addressed the termination by ST Engineering of Chilean workers and emphasized the positive impact Hispanic workers make on our community.

Larry Downs, Jr.: Addressed Council regarding the shortage of tradesmen in the local labor force. He also made comments regarding COVID vaccines.

Sherri Myers: Made comments indicating that she appreciates Mayor Reeves for his work and support of the Children's Trust Fund. She then made follow-up remarks regarding Mr. Downs' comments (above).

Katrice Johnson: Addressed Council representing Bantucola and provided updates on their work in support of Black businesses along the Gulf Coast. She emphasized they desire to partner with the City to increase such businesses in City limits.

APPROVAL OF MINUTES

1. 24-524 APPROVAL OF MINUTES: SPECIAL MEETING DATED SEPTEMBER 11, 2024 AND REGULAR MEETING DATED SEPTEMBER 12, 2024

Recommendation: That City Council approve special meeting minutes dated September 11, 2024 and regular meeting minutes dated September 12, 2024.

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

The motion passed by the following vote:

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

No: 0 None

APPROVAL OF AGENDA

A motion to approve the agenda as presented was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

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

No: 0 None

CONSENT AGENDA

2. 24-914 APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint two (2) registered architects and two (2) representatives from the University of West Florida Historic Trust (UWFHT) for a term of two (2) years, expiring September 30, 2026; and appoint a property or business owner in the Palafox Historic Business District or Governmental Center District to an unexpired term ending September 30, 2025.

3. 24-924 APPOINTMENTS - AREA HOUSING COMMISSION

Recommendation: That City Council appoint two (2) individuals to the Area Housing Commission for a term of four (4) years, expiring October 31, 2028.

4. 24-776 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH COUNCIL ON AGING OF WEST FLORIDA, INC.

Recommendation: That City Council approve an Agreement for Services between the City of Pensacola and the Council on Aging of West Florida, Inc. for \$70,000 under the Community Development Block Grant Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

5. 24-686 AWARD OF BID NO. 24-035 - TAXIWAY A7 RECONSTRUCTION & ELEVATED RUNWAY GUARD LIGHT INSTALLATION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 24-035 for Taxiway A7 Reconstruction & Elevated Runway Guard Light Installation at Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$10,650,577.00 plus a 10% contingency of \$1,065,057.70 for a total of \$11,715,634.70. 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.

6. 24-860 AWARD OF ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

FOR REHABILITATION OF TAXIWAY "A" SOUTH AT PENSACOLA
INTERNATIONAL AIRPORT

Recommendation: That City Council award a contract to AtkinsRéalis USA, Inc. for professional engineering and architectural services related to the rehabilitation of Taxiway "A" South at the Pensacola International Airport as published in RFQ No. 24-026. Further, that Council authorizes the Mayor to take the actions necessary to negotiate, execute, and administer the contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

7. 24-801 FBI LICENSE RENEWAL FOR USE OF THE ENGLEWOOD
COMMUNICATION TOWER AND CITY ANTENNA

Recommendation: That City Council approve renewal of the license agreement with the Federal Bureau of Investigation (FBI) for the use of the communication tower, commonly known as the "Englewood Tower," and a city antenna for a period of ten years beginning 10/1/2024. 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.

8. 24-866 PROPOSED REVISIONS - PORT TARIFF NO. 5A

Recommendation: That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take those actions necessary to implement the revisions consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

9. 24-863 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS
ORGANIZATION FIELD USE LEASE AGREEMENT WITH BILL BOND SPORTS
LEAGUE, INC., FOR THE USE OF ROGER SCOTT BASEBALL FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Bill Bond Sports League, Inc., for the use of Roger Scott Baseball Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Baseball Field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

10. 24-867 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM FOR THE USE OF BILL GREGORY BASEBALL FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Bill Gregory Baseball Field to establish the terms and responsibilities of both parties as to the use of the Bill Gregory Baseball Field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

11. 24-871 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH SOUTHERN YOUTH SPORTS ASSOCIATION FOR THE USE OF LEGION FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Southern Youth Sports Association for the use of Legion Field to establish the terms and responsibilities of both parties as to the use of the Legion Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

12. 24-868 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH PENSACOLA YOUTH SOCCER, INC., FOR THE USE OF HITZMAN OPTIMIST SOCCER FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Pensacola Youth Soccer, Inc., for the use of Hitzman Optimist Soccer Fields to establish the terms and responsibilities of both parties as to the use of the Hitzman Optimist Soccer Field for conducting a youth soccer program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

13. 24-870 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS

ORGANIZATION FIELD USE LEASE AGREEMENT WITH NORTHEAST
PENSACOLA WILDCATS FOOTBALL, INC., FOR THE USE OF ROGER SCOTT
ATHLETIC COMPLEX MULTI PURPOSE FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Northeast Pensacola Wildcats Football, Inc., for the use of Roger Scott Athletic Complex Multi Purpose Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Athletic Complex Multi Purpose Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

14. 24-869 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS
ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA
STUDENT ATHLETE PROGRAM INC., FOR THE USE OF MAGEE FIELD/JOHN
ALLBRITTON FOOTBALL FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Magee Field/John Allbritton Football Field to establish the terms and responsibilities of both parties as to the use of the Magee Field/John Allbritton Football Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

15. 24-896 SECOND AMENDMENT TO INTERLOCAL AGREEMENT WITH
ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

Recommendation: That City Council approve the Second Amendment to the Interlocal Agreement for Local Contribution for SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits with Escambia County Housing Finance Authority to coordinate local government support of applications from developers within the City limits for Florida Housing Finance Corporation multi-family Requests for Applications (RFAs) requiring tax exempt bonds. Further, that Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the Amendment and the Mayor's Executive Powers as granted in the City Charter.

16. 24-909 INTERLOCAL AGREEMENT FOR COMMUNITY POLICING

INNOVATIONS FOR FISCAL YEAR 2025

Recommendation: That City Council approve an interlocal agreement between the Community Redevelopment Agency (CRA) and the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2025 in an amount not to exceed \$488,800.

17. 24-891 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$2,000 to OnBikes Pensacola from the City Council Discretionary Funds for District 4.

18. 24-915 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$2,000 to Hope Above Fear, \$1,000 to EComfort, \$1,000 to the Watson Family Foundation, \$1,000 to HYPE Pensacola, \$1,000 to Valerie's House, \$1,000 to Manna Food Bank, \$500 to Pearl's Felines Advocates United, Inc. and \$500 to Everett Animal Welfare Group from the City Council Discretionary Funds for District 1.

19. 24-918 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$750 to The Lemonade Stand Bootcamp and \$750 to OnBikes Pensacola from the City Council Discretionary Funds for District 2.

20. 24-922 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$500 to The Lemonade Stand Bootcamp and \$1,000 to Bluffline, Inc. from the City Council Discretionary Funds for District 3.

21. 24-923 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$1,500 for the Southern Youth Sports Association and \$1,000 to One Pensacola, Inc. from the City Council Discretionary Funds for District 6.

22. 24-940 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$600 to The Lemonade Stand Bootcamp, \$300 to First City Arts Alliance for the Pensacola Mural Fest, \$250 for the Southern Youth Sports Association and \$100 for the H.Y.P.E. Annual Turkey Drive from the City Council Discretionary Funds for District 5.

A motion to approve consent agenda items 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 was made by Council Vice President Moore and seconded by Council Member Wiggins.

The motion passed by the following vote:

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

No: 0 None

Public input was heard from Katrice Johnson thanking Council Members who designated discretionary funding for The Lemonade Stand Bootcamp.

REGULAR AGENDA

23. 24-894 REQUEST FOR LICENSE TO USE CITY RIGHT OF WAY – 600 S. PALAFOX STREET

Recommendation: That City Council consider the request for a License to Use right-of-way at 600 S. Palafox Street to construct an awning overhang with structurally attached columns.

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

Mayor Reeves (sponsor) briefly explained the request.

There being no discussion, the vote was called.

The motion passed by the following vote:

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

24. 24-945 RESOLUTION NO. 2024-79 - FLORIDA CITY GOVERNMENT WEEK

Recommendation: That City Council adopt Resolution No. 2024-79:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21st THROUGH OCTOBER 27th, 2024, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES AND PROVIDING AN EFFECTIVE DATE.

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

Public input was heard from Larry Downs, Jr.

Council Member Bare (sponsor) made comments.

The motion passed by the following vote:

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

25. 24-830 ACCEPTANCE OF AMENDMENT ONE TO GRANT AGREEMENT NO. 445548-1-84-02 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) LANDSIDE IMPROVEMENTS FOR WAREHOUSE 10 - AMERICAN MAGIC

Recommendation: That City Council approve the acceptance of Amendment One to grant agreement No: 445548-1-94-02 to repair Warehouse 10 at the Port of Pensacola in support of American Magic. This amendment is in the amount of \$1,800,000 for a total grant value of \$2,253,131. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

Mayor Reeves (sponsor) commended staff from the Port, Economic Development, and the Grants team for their continued collaboration on this project.

There being no discussion, the vote was called.

The motion passed by the following vote:

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

26. 24-834 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-71 - ACCEPTANCE OF AMENDMENT ONE TO GRANT AGREEMENT NO. 445548-1-94-02 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) LANDSIDE IMPROVEMENTS FOR WAREHOUSE 10 - AMERICAN MAGIC

Recommendation: That City Council adopt supplemental Budget Resolution No. 2024-071:

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

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

The motion passed by the following vote:

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

27. 24-872 AIRPORT - RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE AMENDMENT AND EXTENSION

Recommendation: That City Council authorize the Mayor to execute an Amendment and Extension to the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this amendment, consistent with the Mayor's Executive Powers as granted in the City Charter. Further, that City Council adopt a supplemental budget resolution to provide for the appropriation of the Customer Facility Charge Funds already collected to the FY 2024 Budget.

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

Mayor Reeves thanked Airport staff for their work.

There being no discussion, the vote was called.

The motion passed by the following vote:

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

28. 24-873 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-73 - AIRPORT RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE AMENDMENT AND EXTENSION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-73.

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

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

The motion passed by the following vote:

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

29. 24-862 RESOLUTION NO. 2024-72 - PENSACOLA INTERNATIONAL AIRPORT - ESTABLISHING INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS

Recommendation: That the City Council adopt Resolution No. 2024-72

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

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

The motion passed by the following vote:

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

30. 24-907 AMENDMENT AND TERMINATION OF GROUND LEASE AGREEMENT WITH DIVINE WORD COMMUNICATIONS (ADJACENT TO LONG HOLLOW STORMWATER POND)

Recommendation: That City Council approve the Amendment and Termination of Ground Lease Agreement with Divine Word Communications, for increased stormwater capacity of the Long Hollow Stormwater Pond as part of the grant-funded Hollice T. Williams Stormwater Park project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer these agreements, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

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

Public input was heard from Dave Hoxeng.

Mayor Reeves (sponsor) summarized the issue before Council with Property Lease Manager Stallworth elaborating and responding to questions from Council Members accordingly.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

31. 24-797 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-66 - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

Recommendation: That City Council adopt supplemental Budget Resolution No. 2024-66:

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

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

Council Vice President Moore.**The motion passed by the following vote:**

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

32. 24-696 RESOLUTION NO. 2024-59 - AMENDMENT TO THE OSCEOLA GOLF COURSE FEE SCHEDULE FOR FISCAL YEAR 2025.

Recommendation: That City Council approve Resolution No. 2024-59.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA
AUTHORIZING AND MAKING REVISIONS TO THE FISCAL YEAR 2025
BUDGET FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1,
2024; APPROVING AND PROVIDING AN EFFECTIVE DATE.

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

Public input was heard from Larry Downs, Jr.

Some discussion took place among Council with Mayor Reeves (sponsor) providing input.

Additional public input was heard from Katrice Johnson and Chiara Chappotin.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

33. 24-916 FLORIDA DEPARTMENT OF COMMERCE – OFFICE OF BROADBAND - MULTI-PURPOSE COMMUNITY FACILITY GRANT AGREEMENT NO. BB207 – FRICKER RESOURCE CENTER REHABILITATION PROJECT

Recommendation: That City Council approve the acceptance Grant Agreement No. BB207 for the purpose of rehabilitating the Fricker Resource Center as a multi-purpose community center in the amount of \$4,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget

resolution appropriating the grant funds.

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

Mayor Reeves (sponsor) made comments and thanked Grants staff for their work. Council Member Wiggins expressed his appreciation and excitement for this project.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

34. 24-917 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-78 - GRANT AGREEMENT NO. BB207 – FRICKER RESOURCE CENTER REHABILITATION PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-78.

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

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

The motion passed by the following vote:

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

35. 24-959 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - SMALL VACANT PORTION OF PARCEL ADJACENT TO 997 SOUTH PALAFOX STREET

Recommendation: That City Council declare as surplus a small vacant portion of unaddressed real property (Parcel ID No. 000S009100040050) located adjacent to City-owned leased property at 997 South Palafox Street, along with the statutorily-required public notice, and authorize the Mayor to dispose of the portion of the parcel via direct negotiation with lessee of 997 South Palafox Street. Also, that City Council authorize the Mayor to take all action necessary to execute and administer

the disposition consistent with the Mayor's Executive Powers as granted by the City Charter.

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

Mayor Reeves (sponsor) explained the reasoning for recommending this declaration and disposition and responded to questions from Council President Jones regarding the proposed expansion by the tenant.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

No: 0 None

36. 24-908 CONTRACT FOR BROKERAGE SERVICES OF VACANT PARCELS AT COMMUNITY MARITIME PARK

Recommendation: That City Council approve and authorize the Mayor to execute the Third Amended and Restated Contract for Brokerage Services with Kuhn Realty, LLC for vacant parcels at Vince J Whibbs Community Maritime Park, through February 28, 2025. Also, that City Council authorize the Mayor to take 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.

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

Mayor Reeves (sponsor) thanked the City Attorney's Office for their work. Council Member Brahier asked questions regarding the extension date and lack of a bid process with City Attorney Cobb and Mayor Reeves responding accordingly.

City Attorney Cobb indicated that the recommendation provided in the memorandum should state that the contract be extended through October 30, 2025, as indicated in the summary and draft contract contained in the agenda package (not February 28, 2025), with Council President Jones re-reading the recommendation as corrected by City Attorney Cobb. *No objections were expressed by the Council Members who made the motion and second.*

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

37. 24-852 SIXTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOTS 3, 6, AND 8 AT THE COMMUNITY MARITIME PARK)

Recommendation: That City Council approve and authorize the Mayor to execute the Sixth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through August 31, 2027. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

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

Mayor Reeves (sponsor) explained the intent of the addendum. Council Member Patton expressed her hesitation with tying up all the parcels with one developer and referenced the master plan related to parking. Mayor Reeves responded accordingly.

Public input was heard from Chiara Chappotin.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

38. 24-853 THIRD ADDENDUM TO OPTION AGREEMENT WITH INSPIRED COMMUNITIES OF FLORIDA LLC FOR LOTS 4 AND 5 AT THE COMMUNITY MARITIME PARK

Recommendation: That City Council approve and authorize the Mayor to execute the Third Addendum to the Option Agreement with Inspired Communities of Florida LLC for the development of Lots 4 and 5 of Vince J. Whibbs Community Maritime Park, extending the agreement through January 1, 2028. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this

agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter

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

Mayor Reeves (sponsor) explained the intent of the addendum. Council Member Brahier asked for clarification as to why parcels 4 and 5 are tied together with City Attorney Cobb responding accordingly.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

No: 0 None

39. 24-898 PROPOSED ORDINANCE NO. 10-24 - CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PRIVATE PROPERTY PROHIBITED

Recommendation: That City Council approve Proposed Ordinance No. 10-24 on first reading.

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

Special Assistant to Council Executive referenced hard copies of a revised draft of P.O. No. 10-24 at Council's places, striking the originally proposed language for Section 8-1-24(a)(4).

A motion to approve on first reading as revised was made by Council Member Wiggins and seconded by Council Member Patton.

Public input was heard from the following individuals:

Chiara Chappotin (provided copies to Council Members of petition signatures - - on file)

Deon Bradshaw

Larry Downs, Jr.

Discussion ensued among Council with City Attorney Cobb and Mayor Reeves

(sponsor) fielding comments and questions. During discussion, Council Member Bare referenced HB 1365 creating Section 125.0231, Florida Statutes (entitled Public camping and public sleeping).

Additional public input was heard from Katrice Johnson and Kyle Rose.

Discussion continued with City Attorney Cobb responding accordingly to questions. **City Attorney Cobb indicated that Council's feedback was helpful for him to provide (further) revised language (to be considered during second reading).**

Additional public input was heard from Ali Meinburg.

Discussion continued with input from Mayor Reeves.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 5 Casey Jones, Jared Moore, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 2 Charles Bare, Jennifer Brahier

40. 24-904 PROPOSED ORDINANCE NO. 11-24 - AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PUBLIC PROPERTY PROHIBITED

Recommendation: That City Council approve Proposed Ordinance No. 11-24 on first reading.

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

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

Public input was heard from the following individuals:

Kyle Rose
Chiara Chappotin
Deidre Persichini
Deon Bradshaw
Larry Downs, Jr.

Discussion ensued among Council with City Attorney Cobb and Mayor Reeves (sponsor) fielding comments and questions. During discussion, Council Member Bare referenced HB 1365 creating Section 125.0231, Florida Statutes (entitled Public camping and public sleeping).

A motion to amend was made by Council Member Brahier and seconded by Council Member Bare that City Council strike the originally proposed language drafted for Section 8-1-19(a)(4).

Public input regarding the motion to amend was heard from Chiara Chappotin.

Discussion ensued among Council regarding the motion to amend with Mayor Reeves and City Attorney Cobb fielding comments and questions.

Additional public input regarding the motion to amend was heard from Larry Downs, Jr.

Discussion continued.

Upon conclusion of discussion, **the vote was called on the amendment.**

The motion to amend passed by the following vote:

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

No: 0

Council Member Bare read from HB 1365, creating Section 125.0231, Florida Statutes (entitled Public camping and public sleeping).

A motion to amend was made by Council Member Bare and seconded by Council Member Brahier that City Council strike language originally proposed (in P.O. No. 11-24) drafted for Section 8-1-19(d)(1) and (d)(2) and replace with language mirroring the exceptions in Section 125.0231, Florida Statutes.

Discussion took place regarding the (second) motion to amend. Council Member Bare clarified the language from Florida Statutes proposed to be mirrored is Section 125.0231(3)(a)1.2.3.4. and (3)(b)1.2.3.4. and (5)(a)(b).

Public input was heard from Chiara Chappotin.

Council President Jones and Vice President Moore made follow-up remarks.

There being no further discussion, **the vote was called on the (second) amendment.**

The second motion to amend failed by the following vote:

Yes: 1 Charles Bare

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

Brief discussion took place on the main motion as amended (by the first amendment).

Mayor Reeves clarified that **City Attorney Cobb will take Council's feedback to provide (further) revised language (to be considered during second reading).**

Upon conclusion of discussion, **the vote was called on the main motion as amended.**

The main motion as amended passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 1 Charles Bare

COUNCIL EXECUTIVE'S REPORT

Special Assistant to Council Executive McLellan advised Council about the Open Enrollment period through October 31st and the upcoming Health Fair on November 8th.

MAYOR'S COMMUNICATION

Mayor Reeves advised Council that Police and Fire teams have been sent south to provide resources to hurricane-stricken areas of the state. He also highlighted the upcoming baseball game being held at Wahoos Stadium with Florida State University versus Auburn University.

Additionally, Mayor Reeves recognized newly appointed City Administrator (Captain) Tim Kinsella, USN (Ret.) with this being his first attendance at the City Council's meeting since being appointed. City Administrator Kinsella briefly addressed Council.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Broughton shared her participation this week with CRA staff telling the story of John Sunday.

Council Member Brahier highlighted tonight's visibility of the aurora borealis.

Council Member Bare commended City Attorney Cobb for his diligence in working through drafting Proposed Ordinance Nos. 10-24 and 11-24. He also made remarks welcoming City Administrator Kinsella and expressed appreciation for Council's debate during this meeting.

Council President Jones thanked the public in attendance and for those who addressed Council.

SECOND LEROY BOYD FORUM

Larry Downs, Jr.: Addressed Council regarding upcoming events and activities of First Amendment auditors.

Chiara Chappotin: Addressed Council as a member of *Pensacola Democratic Socialists* and inquired if there was a requirement for Council to pass ordinances such as P.O. Nos. 10-24 and 11-24 and other remarks against the adoption of such ordinances.

Kyle Rose: Addressed Council with comments opposing the adoption of P.O. Nos. 10-24 and 11-24 and expressed disappointment with those supporting their adoption.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 10:07 P.M.

Adopted: _____

Approved: _____
Casey Jones, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-825

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves, Council Member Delarian Wiggins

SUBJECT:

APPROVAL OF ADDING MONUMENT/MEMORIAL WALL AT THE GARDEN OF PEACE
AND HOPE LOCATED AT CORINNE JONES PARK

RECOMMENDATION:

That City Council approve the addition of a monument/memorial wall at the Garden of Peace and Hope located at Corinne Jones Park. Further, the City Council authorize the Mayor to take all actions necessary to facilitate and manage the installation of the wall in accordance with this Council action and the Mayor's executive powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Garden of Peace and Hope is a place of solitude where families, friends, and the community can reflect on beautiful memories, joyful times, and laughter shared with their loved ones lost through an act of violence. The proposed monument/ memorial wall is intended to enhance the garden as a place of remembrance. No names of or homages to individuals such as "in memory of" or "in honor of" will be displayed on the monument. The only names that will be listed are those that sponsored or donated to the project. The final monument design, including all planned engravings, attachments and/or appurtenances, must be submitted to the City for review and approval in advance.

PRIOR ACTION:

August 20, 2024 - Parks and Recreation Board recommended that City Council approve.

FUNDING:

N/A

FINANCIAL IMPACT:

Any cost not borne by the requestor or the requestor's organization will be assumed by the

Parks and Recreation Department. The department does not anticipate bearing any costs.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Ben Heistein, Director of Parks and Recreation
Tonya Byrd, Assistant Director of Parks and Recreation

ATTACHMENTS:

1. Park Amenity Dedication Form - Garden of Peace and Hope Wall
2. Monument Memorial Wall Rendering
3. Garden of Peace and Hope Wall -Design Set

PRESENTATION: No

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Lavon Brown for Parents Against Injustice and Negligence, Inc.
(INDIVIDUAL OR REPRESENTATIVE OF GROUP)
ADDRESS: 2400 West Michigan Ave.
Pensacola, FL 32520
DAY PHONE: 850 221-0753 EVENING PHONE: Same #
E-MAIL: Lbrown19488@gmail.com

PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: The Garden of Peace and Hope
PARK DEDICATION WOULD BE LOCATED: At Corinne Jones
park

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:

This garden is a place of reflection
for those we have loved and lost.

SIGNATURE Lavon Brown DATE 6/12/24

PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199



1.00 GENERAL NOTES

- 1.01 DRAWINGS SHOW TYPICAL AND CERTAIN SPECIFIC CONDITIONS ONLY. FOR DETAILS NOT SPECIFICALLY SHOWN, PROVIDE DETAILS SIMILAR TO THOSE SHOWN.
- 1.02 VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCY.
- 1.03 THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 1.04 DESIGN CRITERIA:

THE STRUCTURE HAS BEEN DESIGNED UTILIZING THE FOLLOWING REFERENCES:

- A. FLORIDA BUILDING CODE, 2023
B. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
C. ACI 302.1 R-15, CONCRETE FLOOR AND SLAB CONSTRUCTION
D. ACI 318-19, BUILDING CODE REQUIREMENTS FOR CONCRETE STRUCTURES
E. ACI 360, DESIGN OF SLABS-ON-GROUND

1.05 DESIGN LOADS

- A. LIVE LOADS: (MAY BE REDUCED PER CODE)
1. SLAB-ON-GRADE: 100 PSF
- B. WIND LOADS - STRUCTURE HAS BEEN DESIGNED TO CONFORM TO THE WIND PROVISIONS OF ASCE 7-22. SEE WIND PRESSURE DIAGRAM & CHART FOR THE FOLLOWING:
1. BASIC WIND SPEED (3-SEC GUST): 141 MPH (ULTIMATE)
2. BUILDING RISK CATEGORY: I
3. WIND EXPOSURE CATEGORY: C
4. INTERNAL PRESSURE COEFFICIENT: N/A
5. BASIC WIND PRESSURE: 56.2 PSF (ULTIMATE)

1.06 SUBMITTALS:

- A. REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. CONTRACTOR IS ALSO RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

1.07 SHOP DRAWING SUBMITTALS:

- A. THE REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS DONE BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCUTRAL ENGINEER. THE REVIEW BY THE STRUCUTRAL ENGINEER IS FOR GENERAL CONFORMANCE ONLY. IF SHOP DRAWINGS HAVE NOT BEEN REVIEWED AND APPROVED BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER, THEY SHALL BE RETURNED WITHOUT APPROVAL.
- B. THE CONTRACTOR IS SOLEY RESPONSIBLE FOR ANY AND ALL ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF ALL SHOP DRAWINGS IN RELATIONSHIP TO THE CONSTRUCTION DOCUMENTS.
- C. ALL MODIFICATIONS MADE FOR SUBMITTALS THAT ARE RE-SUBMITTED SHALL CLEARLY NOTE ALL CHANGES.
- D. REPRODUCING THE CONTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS IS NOT ALLOWED, AND SHOP DRAWINGS WILL BE RETURNED WITHOUT APPROVAL.
- E. GENERAL SHOP DRAWING REQUIREMENTS:
1. SUBMIT SHOP DRAWINGS AND ANY OTHER SPECIAL INFORMATION NECESSARY FOR PROPER FABRICATION, ERECTION, AND PLACEMENT OF STRUCTURAL FABRICATIONS. INCLUDE PLANS, ELEVATIONS, AND SECTIONS. CLEARLY SHOW ANCHORAGES, CONNECTIONS, AND ACCESSORY ITEMS. THE DETAILER MUST INTERPRET THE CONTRACT DOCUMENTS AND CLEARLY CONVEY THIS INTERPRETATION TO THE FIELD IN THE FORM OF PLACING OR ERECTION DRAWINGS.
2. CONCRETE REINFORCING DETAILER - PROVIDE PLACING DRAWINGS FOR FABRICATION AND PLACING OF REINFORCING STEEL. THESE DRAWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: BAR LISTS, SCHEDULES, BENDING DETAILS, PLACING DETAILS, PLACING PLANS, AND PLACING ELEVATIONS. CLEARLY SHOW FOUNDATION REINFORCING. INDICATE BAR LENGTHS, LOCATION AND SPLICES OF CONTINUOUS BARS, AND BAR SUPPORTS. CLEARLY SHOW LOCATIONS OF ALL DOWELS ON PLAN.

2.00 FOUNDATIONS AND SLAB-ON-GRADE

- 2.01 SHALLOW FOUNDATIONS HAVE BEEN DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF.
- 2.02 AT THIS TIME NO GEOTECHNICAL REPORT HAS BEEN SUBMITTED. AN ALLOWABLE SOIL BEARING PRESSURE HAS BEEN CONSERVATIVELY ESTIMATED BASED ON SIMILAR PROJECTS OF THIS SIZE AND LOCATED IN THE SAME GENERAL AREA OF CONSTRUCTION. A QUALIFIED GEOTECHNICAL ENGINEER SHALL CHECK COMPACTION OF THE FOOTINGS. THE SOILS IMMEDIATELY BENEATH ALL FOOTINGS SHOULD BE COMPACTED FOR A MINIMUM DEPTH OF 12 INCHES TO A MINIMUM OF 95% OF THE SOIL'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557) USING A LARGE TAMPER.
- 2.03 A QUALIFIED GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION AND/OR ADEQUACY OF ALL SUBGRADES, FILLS AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, SLABS, WALLS, FILLS, BACKFILLS, ETC. SHOULD THE CONTRACTOR FIND UNDESIRABLE SOILS, HE SHALL STOP WORK AND IMMEDIATELY CONTACT THE ENGINEER OF RECORD. ALL FOOTINGS SHALL REST EITHER ON UNDISTURBED SOIL OR A MANUALLY OPERATED VIBRATORY SLED OR TAMPER SHOULD BE USED TO DENSIFY ANY SOILS IN THE BOTTOM OF THE FOOTING TRENCHES LOOSENEED DURING THE EXCAVATION OPERATION.

- 2.04 SIDES OF FOUNDATIONS SHALL BE FORMED UNLESS CONDITIONS PERMIT EARTH FORMING. FOUNDATIONS POURED AGAINST THE EARTH REQUIRE THE FOLLOWING PRECAUTIONS: SLOPE SIDES OF EXCAVATIONS AS APPROVED BY GEOTECHNICAL ENGINEER AND CLEAN UP SLOUGHING BEFORE AND DURING CONCRETE PLACEMENT.
- 2.05 CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY PROTECTING ALL EXCAVATION SLOPES.
- 2.06 DEWATER TO AT LEAST TWO FEET BELOW BOTTOM OF LOWEST FOUNDATION IF GROUNDWATER IS ENCOUNTERED.
- 2.07 SLAB-ON-GRADE REQUIREMENTS:
- A. UNLESS NOTED OTHERWISE, THE SLAB-ON-GRADE SHALL BE A MINIMUM OF 4 INCHES THICK, PLACED ON COMPACTED SUBGRADE, AND REINFORCED WITH 6 x 6 - W2.0 x W2.0 WWF IN FLAT SHEETS (ROLLS ARE NOT PERMITTED). PROVIDE POSITIVE SUPPORT 2½" CLEAR FROM BOTTOM OF SLAB. LAP MESH 12".
- B. PLACE CONTROL OR CONSTRUCTION JOINTS AT LOCATIONS INDICATED BY "C.J." IF NOT INDICATED, LOCATED JOINTS AT COLUMN CENTERLINES AND AT 20'-0" O.C MAX. SAWCUT CONTROL JOINTS AS SOON AFTER POURING AS POSSIBLE, WHEN CONCRETE WILL NOT RAVEL; 12 HRS. MAX. CURE CONCRETE IN ACCORDANCE WITH ACI 301. BEGIN CURING IMMEDIATELY AFTER POURING TO LIMIT CRACKING PRIOR TO SAWCUTTING CONTROL JOINTS.
- C. SUBGRADE SHALL BE PREPARED AS RECOMMENDED IN THE GEOTECHNICAL REPORT. IN THE ABSENCE OF A GEOTECHNICAL REPORT, THE TOP 12" OF THE SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM MODIFIED PROCTOR DENSITY.

3.00 REINFORCED CONCRETE

- 3.01 ALL CONCRETE WORK SHALL CONFORM TO ACI 301-05, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS. DESIGN IS BASED ON ACI 318-05, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. DETAIL CONCRETE REINFORCEMENT AND ACCESSORIES IN ACCORDANCE WITH ACI 315, DETAILING MANUAL. DETAIL ALL CONCRETE WALLS AND BEAMS ON THE SHOP DRAWINGS IN ELEVATION UNLESS SPECIFICALLY APPROVED OTHERWISE. SUBMIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.

- 3.02 UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE THE FOLLOWING MINIMUM 28 DAY COMPRESSIVE STRENGTHS:

- A. FOUNDATIONS 3000 PSI
B. SLAB-ON-GRADE 3000 PSI
C. WALLS 4000 PSI
- ALL CONCRETE SHALL HAVE ENTRAINED AIR, U.N.O. CONCRETE MAY CONTAIN A PROPERLY DESIGNED SUPERPLASTICIZER FOR WORKABILITY.

- 3.03 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.

- 3.04 THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.

- 3.05 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.

- 3.06 HORIZONTAL CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE INDICATED. THE STRUCTURAL ENGINEER SHALL APPROVE THE LOCATION OF VERTICAL CONSTRUCTION JOINTS. CONSTRUCTION JOINTS SHALL BE THOROUGHLY ROUGHENED BY MECHANICAL MEANS, AND CLEANED. CONTRACTOR SHALL SUBMIT DRAWINGS SHOWING INTENDED POURING SEQUENCE AND LOCATION OF CONSTRUCTION JOINT TO THE ENGINEER FOR REVIEW. PROPOSED METHODS MUST BE ACCEPTABLE TO THE ARCHITECT BEFORE USE.

- 3.07 UNLESS NOTED OTHERWISE, PLACE VERTICAL CONTROL JOINTS IN CONCRETE WALLS AT 10'-0" O.C. (MAX), 3/4" DEEP, V-CHAMFERED ON BOTH FACES. CONSTRUCTION JOINTS SHALL FALL ON CONTROL JOINTS AND SHALL BE KEYED. STOP 50 PERCENT OF THE SPECIFIED LONGITUDINAL REINFORCEMENT AT THE CONTROL JOINT.

- 3.08 CHAMFER OR ROUND ALL EXPOSED CORNERS A MINIMUM OF 3/4".

- 3.09 TIE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.

- 3.10 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE; SPLICE ONLY AS SHOWN OR APPROVED; STAGGER SPLICE WHERE POSSIBLE; USE FULL TENSION SPLICE (CLASS "B") UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPLICES (CLASS "B") UNLESS NOTED OTHERWISE. TERMINATE BARS WITH STANDARD HOOKS.

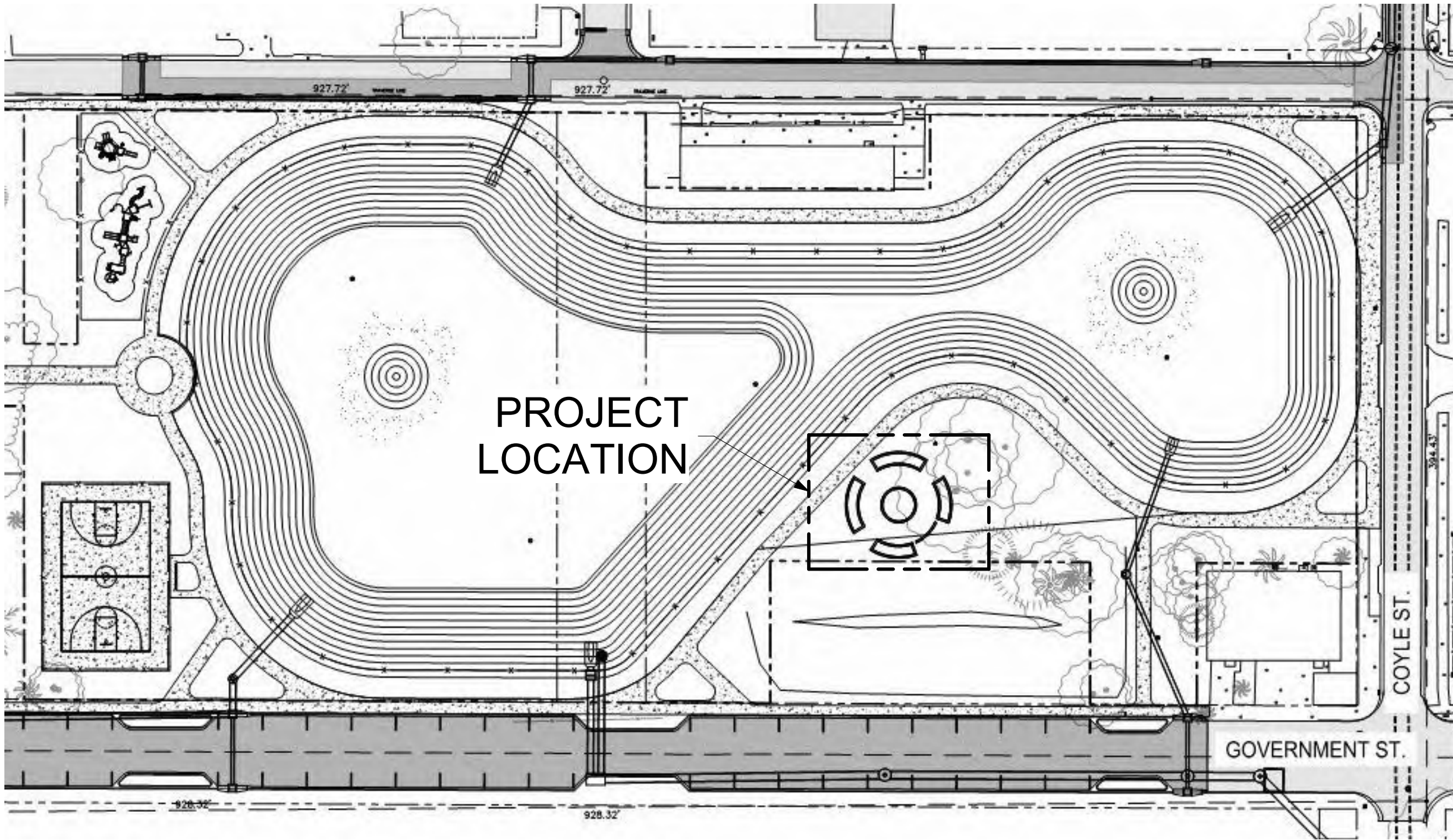
- 3.11 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE (PER ACI 318-05 PAR.7.7.1):

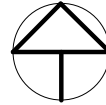
- A. CONCRETE AGAINST EARTH (NOT FORMED): 3"
- B. FORMED CONCRETE EXPOSED TO THE EARTH OR WEATHER:
1. #6 THROUGH #18 BARS: 2"
2. #5 BARS AND SMALLER: 1-1/2"
- C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
1. SLABS AND WALLS: 1"
2. BEAMS (STIRRUPS) AND COLUMNS (TIES): 1-1/2"

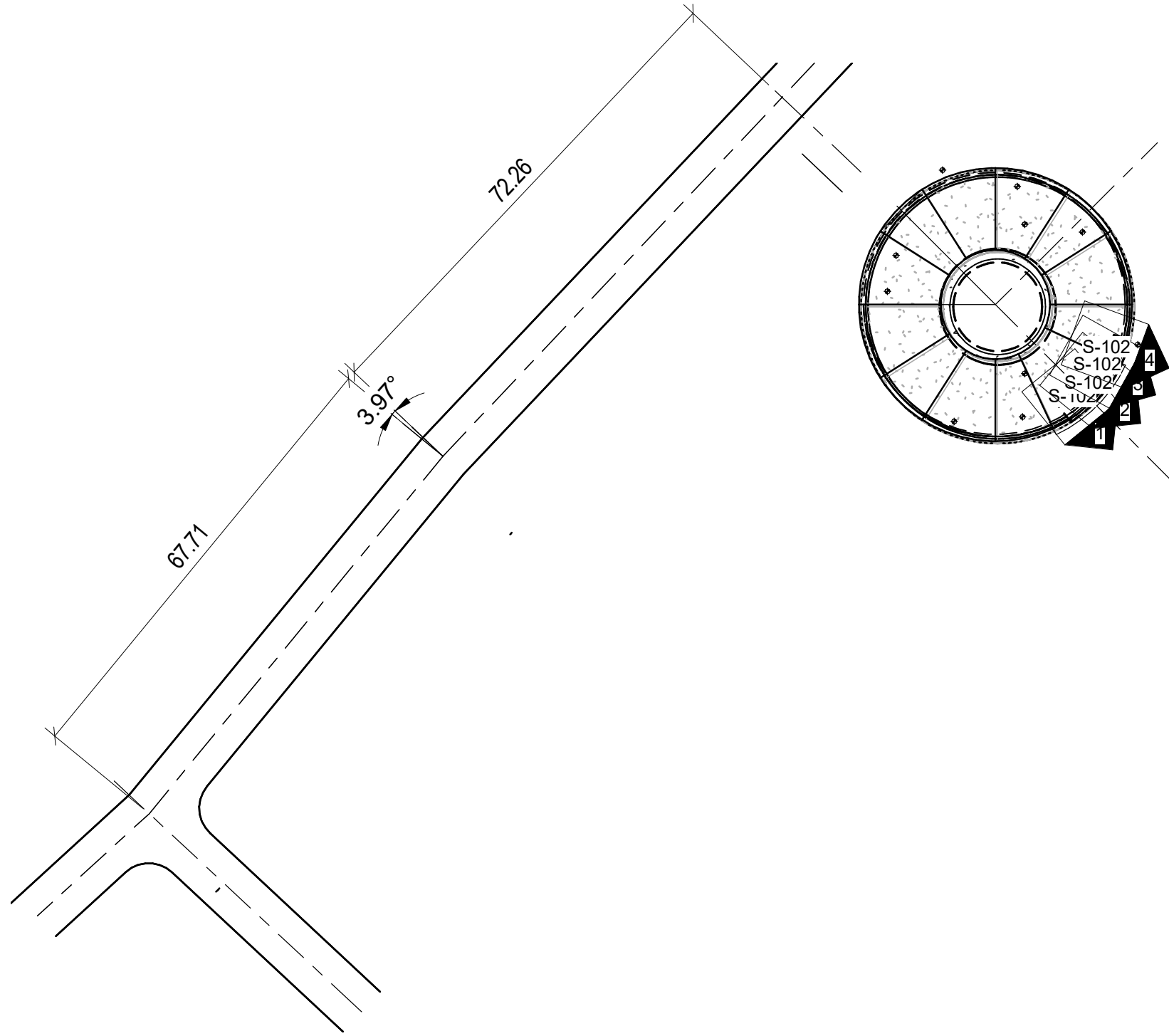
- 3.12 DO NOT PLACE DUCTS EXCEEDING ONE-THIRD THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.

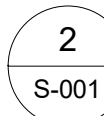
- 3.13 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER.

- 3.14 ALL REINFORCING STEEL PLACEMENTS SHALL BE REVIEWED BY A REGISTERED STRUCTURAL ENGINEER, OR BY A REPRESENTATIVE RESPONSIBLE TO HIM. (RE: ACI 318 PAR. 1.3.1)

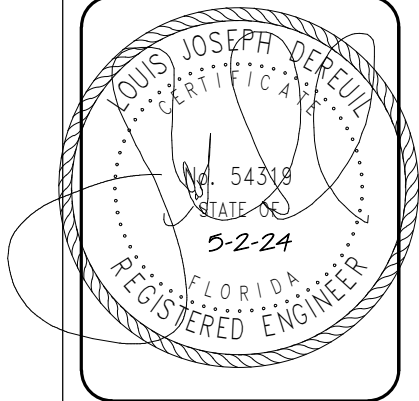


 **SITE PLAN**



 **LOCATION DIMENSION PLAN**

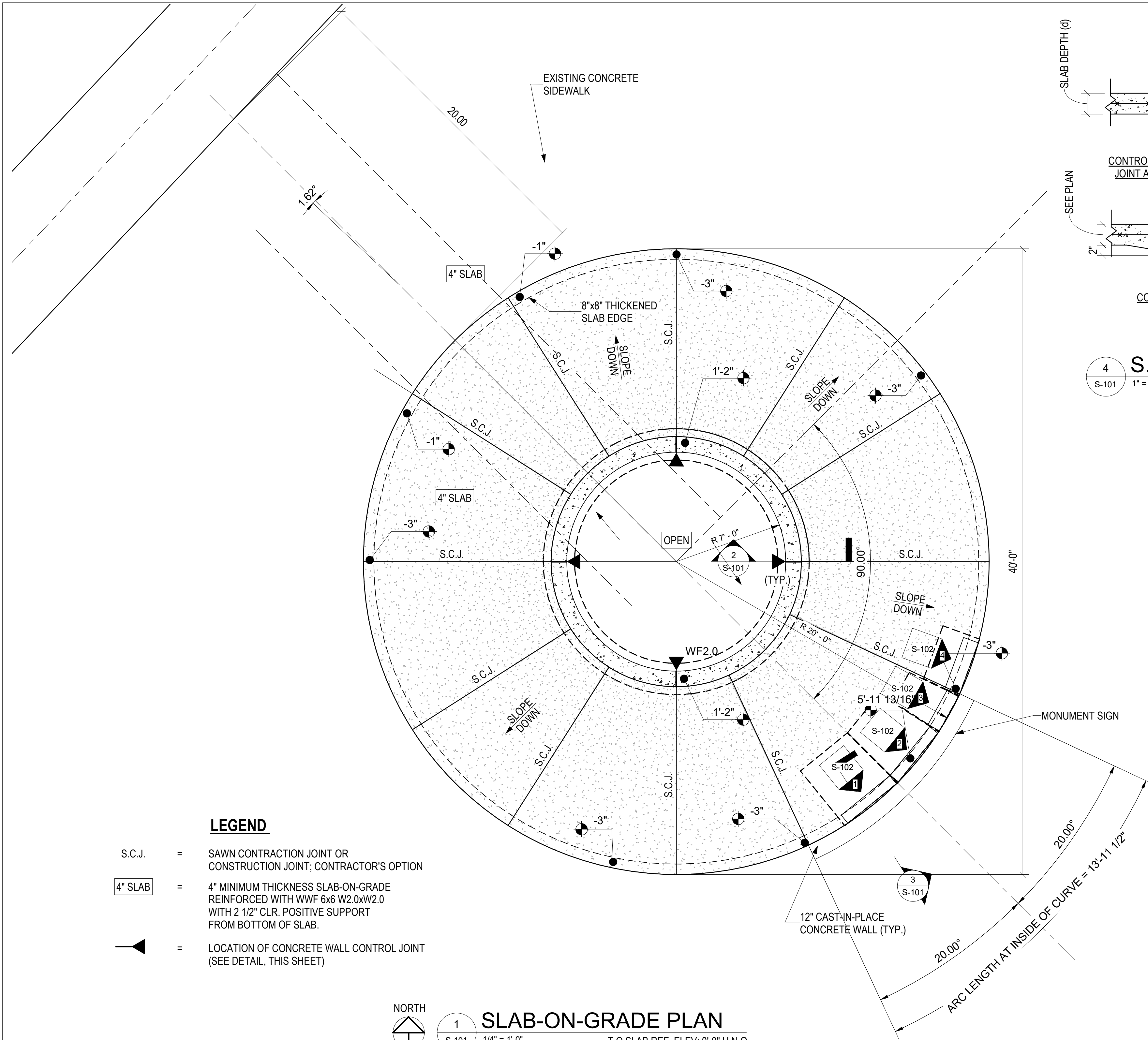
JDA JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 8515
301 West Cervantes St. Tel. 850-429-1951
Pensacola, FL 32501 Fax. 850-429-0158



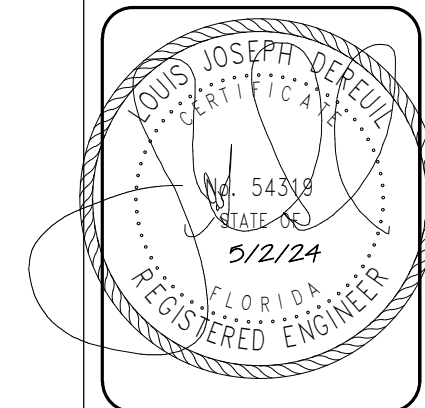
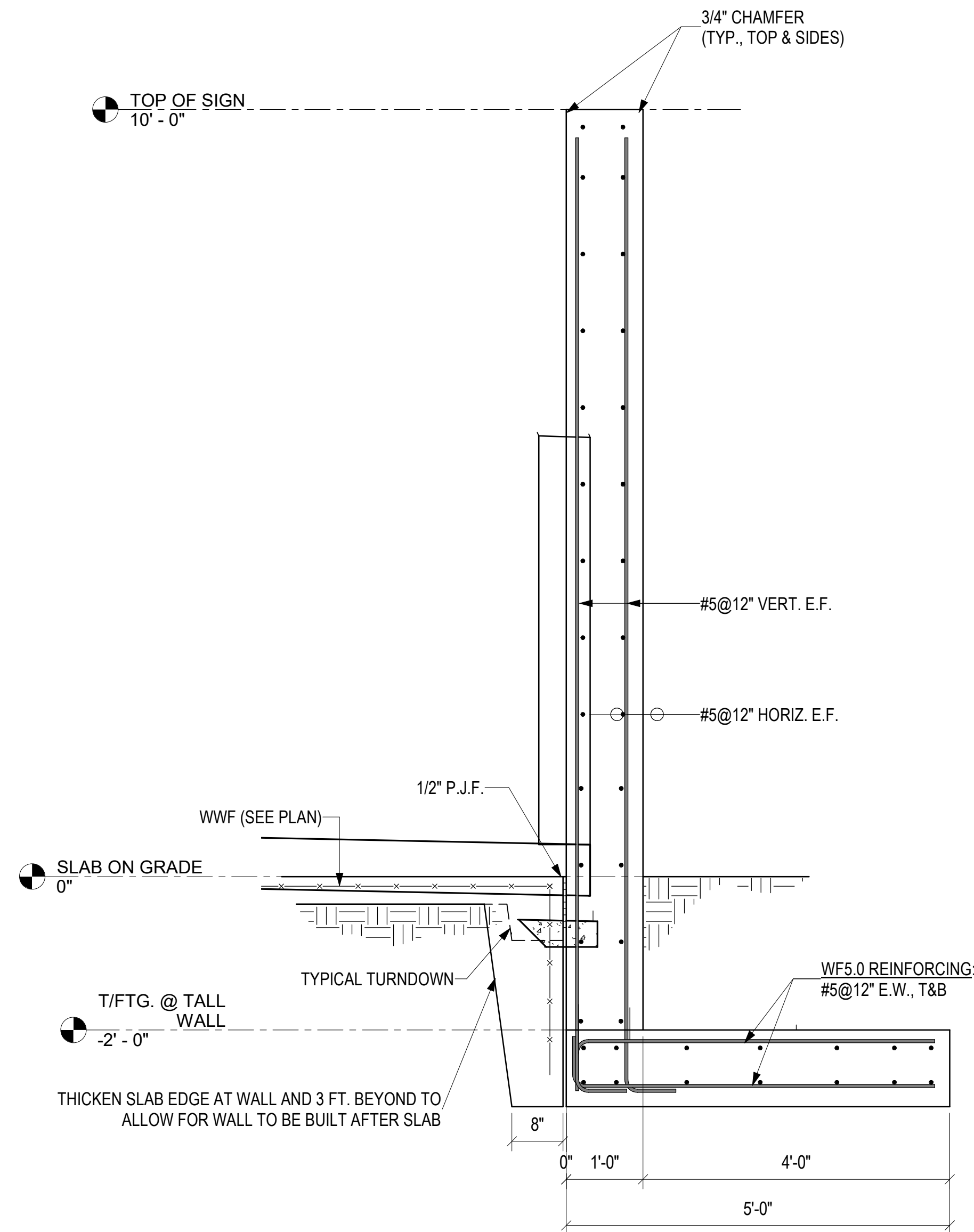
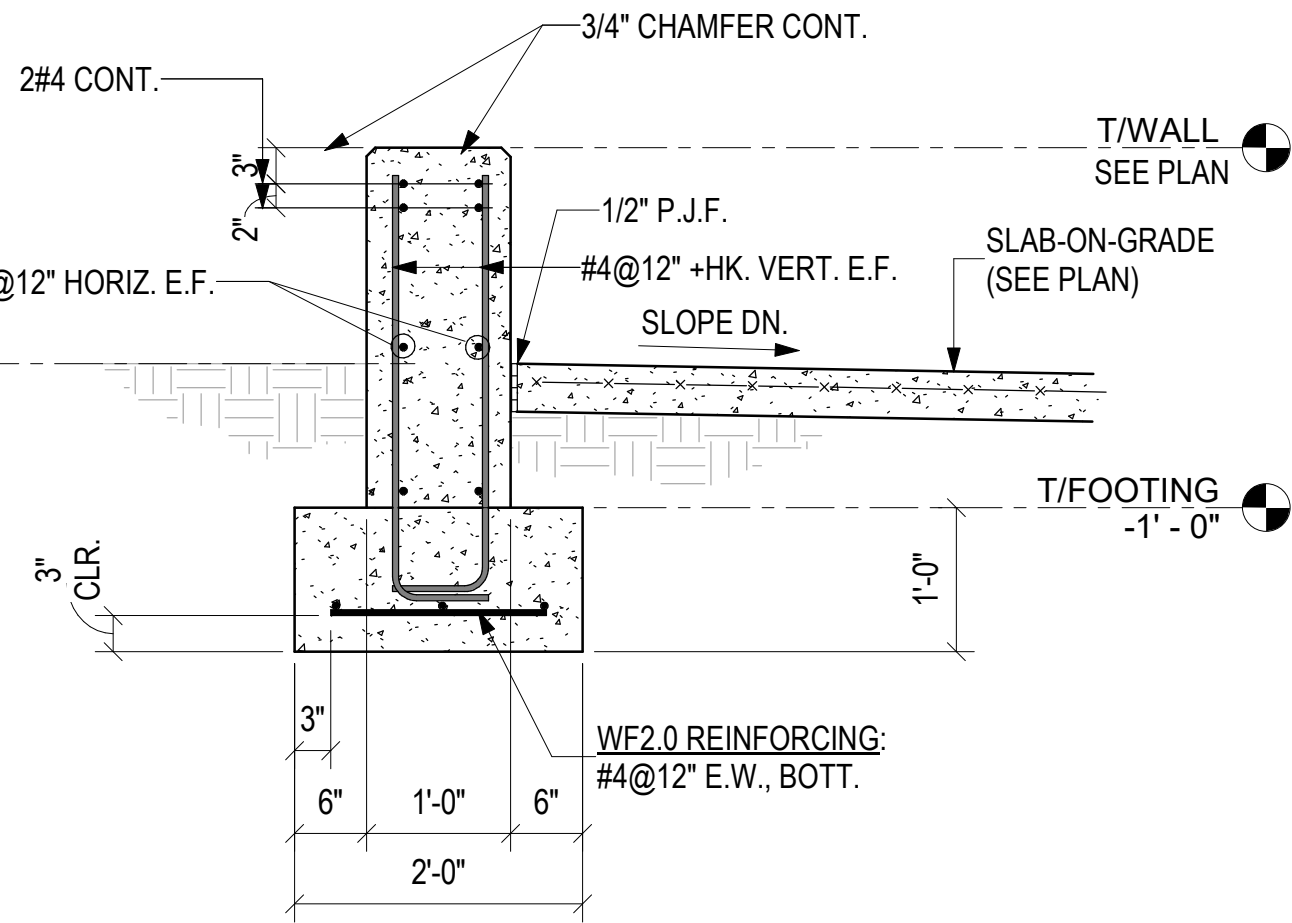
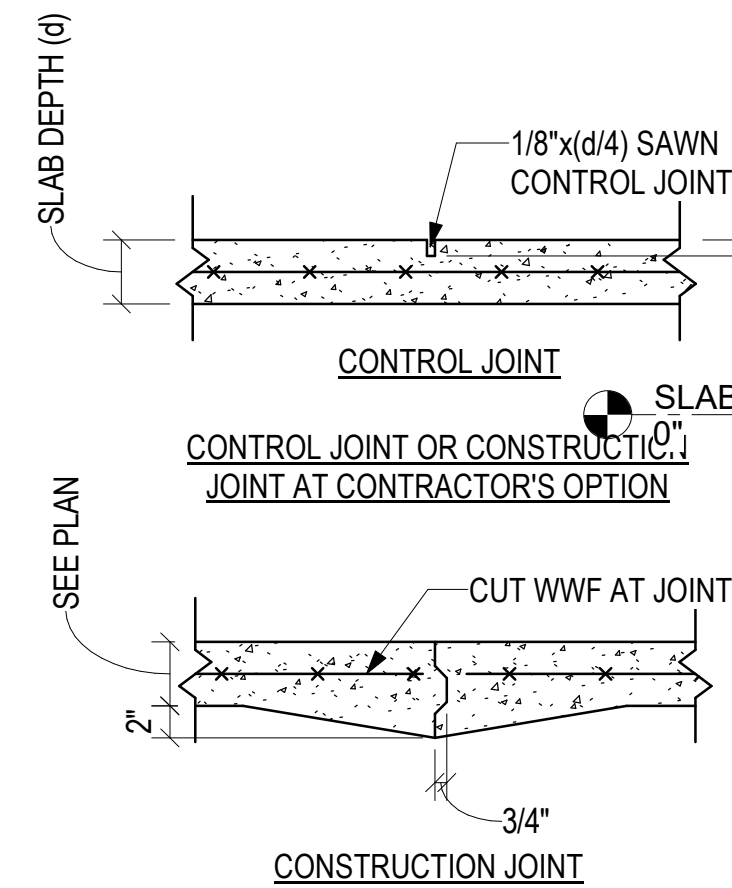
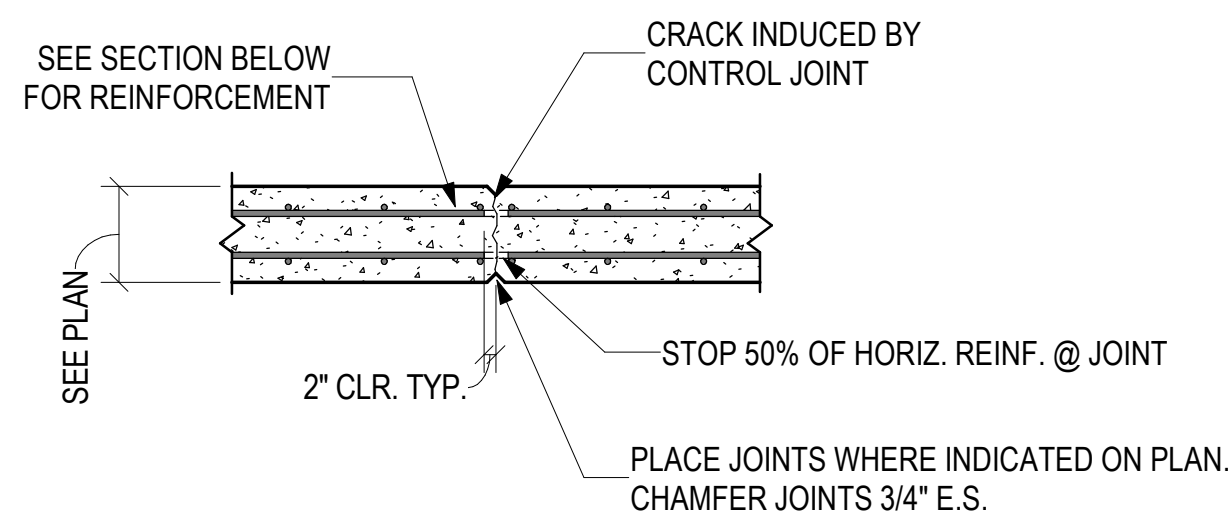
CHECKED: LJD
DATE: 5-2-2024
DESIGNED: JTG
DRAWN: KLM

GARDEN OF PEACE AND HOPE
CORINNE JONES PARK
PENSACOLA, FLORIDA

S-001



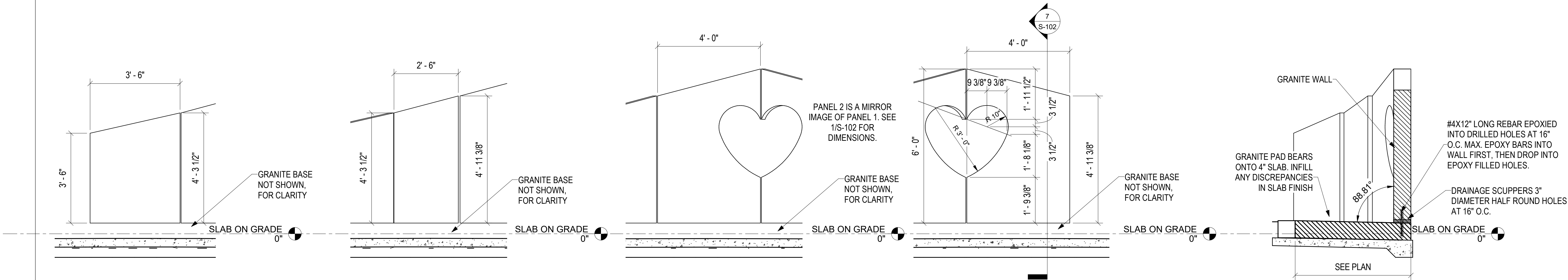
- LEGEND**
- S.C.J. = SAWN CONTRACTION JOINT OR CONSTRUCTION JOINT; CONTRACTOR'S OPTION
- 4" SLAB = 4" MINIMUM THICKNESS SLAB-ON-GRADE REINFORCED WITH WWF 6x6 W2.0xW2.0 WITH 2 1/2" CLR. POSITIVE SUPPORT FROM BOTTOM OF SLAB.
- ▲ = LOCATION OF CONCRETE WALL CONTROL JOINT (SEE DETAIL, THIS SHEET)



CHECKED: LJD
DATE: 5-2-2024
DESIGNED: JTG
DRAWN: KLM

GARDEN OF PEACE AND HOPE
CORINNE JONES PARK
PENSACOLA, FLORIDA

S-101



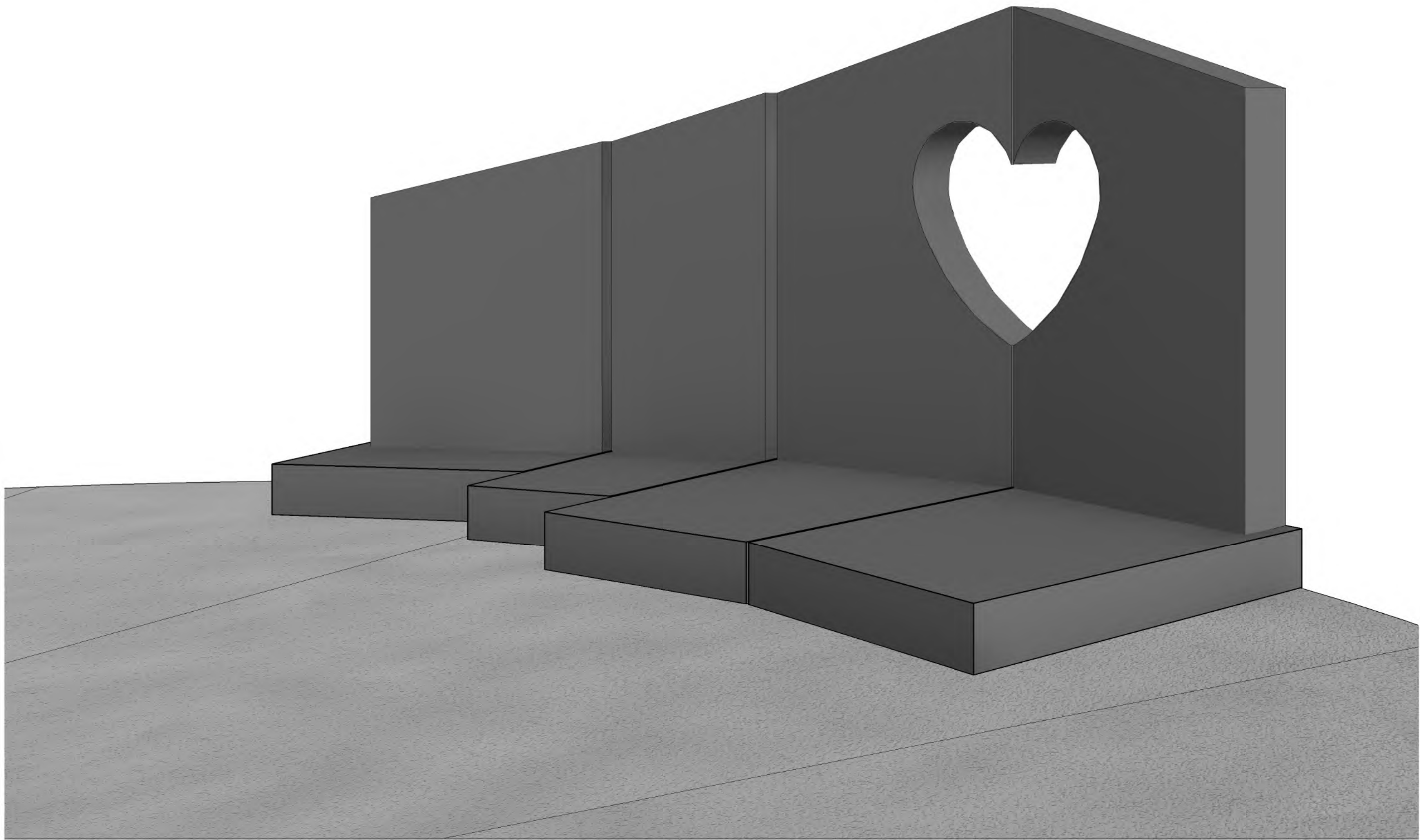
4 PANEL 4 ELEVATION
S-102 1/2" = 1'-0"

3 PANEL 3 ELEVATION
S-102 1/2" = 1'-0"

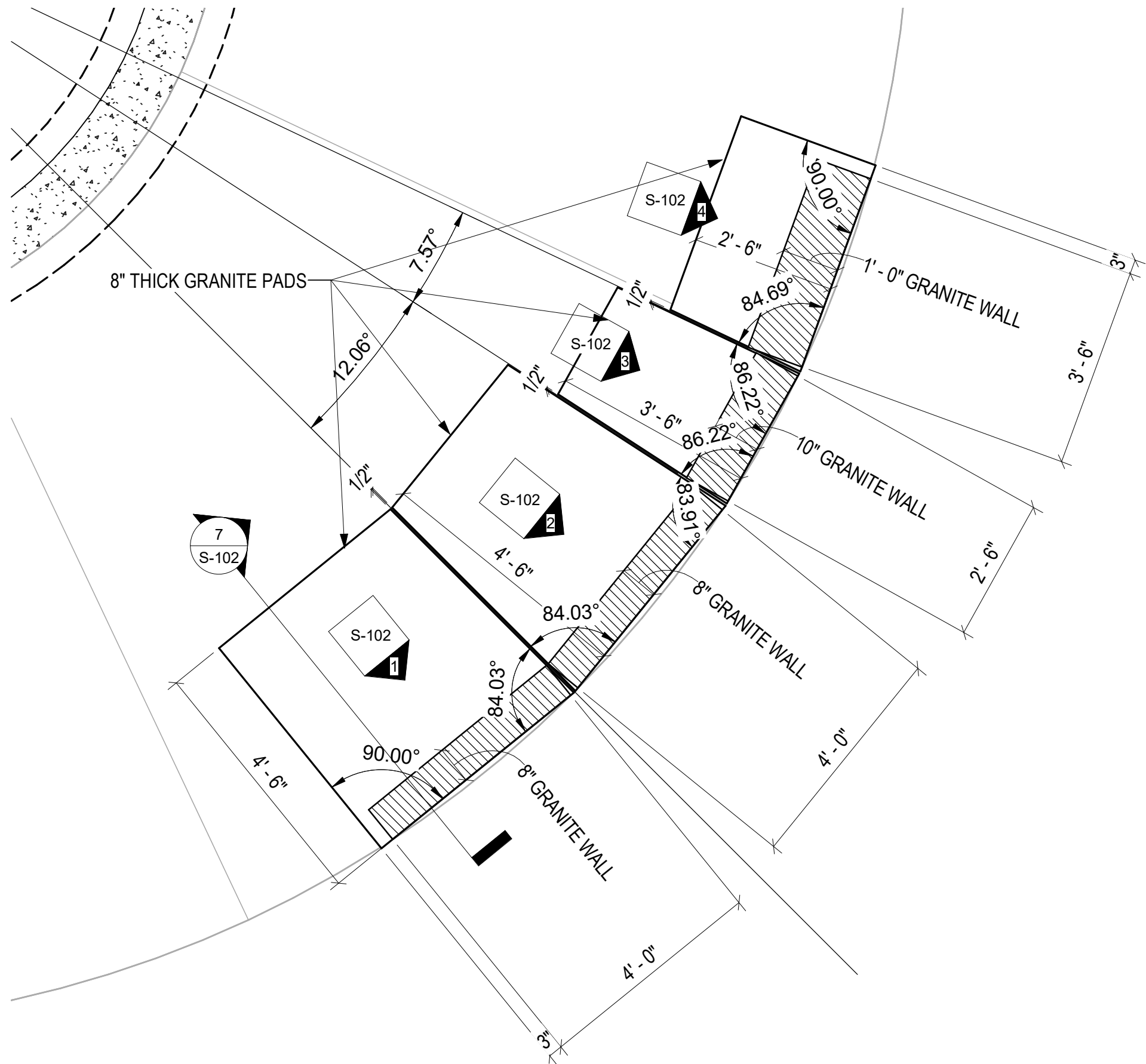
2 PANEL 2 ELEVATION
S-102 1/2" = 1'-0"

1 PANEL 1 ELEVATION
S-102 1/2" = 1'-0"

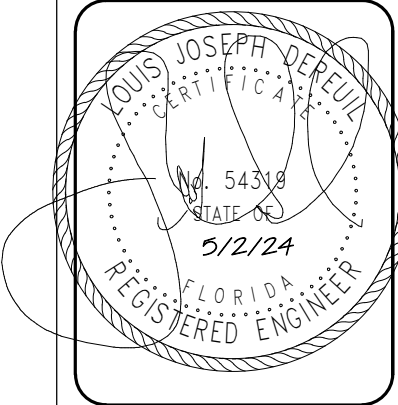
7 GRANITE WALL AND BASE
S-102 1/2" = 1'-0"



6 PERSPECTIVE
S-102



5 GRANITE MONUMENT PLAN
S-102 1/2" = 1'-0"





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-913

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF CONTRACT - RFQ NO. 24-030 PORT OF PENSACOLA - PROFESSIONAL ENGINEERING DESIGN SERVICES AND ENVIRONMENTAL ASSESSMENT FOR PORT OF PENSACOLA ROAD, RAIL, AND STORMWATER INFRASTRUCTURE REPAIR PROJECT

RECOMMENDATION:

That City Council award a contract to HDR, Inc. for professional engineering design services and environmental assessment for road, rail, and stormwater infrastructure repair project as published in RFQ No. 24-030. Further, that City Council authorize the Mayor to take the actions necessary to negotiate, execute, and administer the contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola requires professional engineering services, along with an environmental assessment, for the repair and improvement of its road, rail, and stormwater infrastructure. This project is funded by a HUD Community Development Block Grant (CDBG) and Florida Seaport Transport Economic Development Grant (FSTED), which necessitates the inclusion of an environmental assessment as part of the overall scope. Due to the scale and complexity of the project, the Port seeks to hire an experienced engineering firm to provide design, bid phase support, construction administration, and inspection services.

The need for infrastructure repair stems from the deterioration caused by Hurricane Sally, which significantly damaged the Port's roadways, rail lines, and stormwater management systems. The majority of the rehabilitation will include road resurfacing, rail improvements, stormwater drainage enhancements, and ensuring compliance with environmental regulations. The project will also involve an evaluation of existing conditions, recommendations for appropriate repair methods, and the design of necessary improvements.

Port Staff proposes employing engineering services to develop construction plans, specifications, contract documents, and cost estimates. The final contract will be submitted to

the Mayor for approval following negotiations by Port Staff.

On June 11, 2024, the City Purchasing Department issued Request for Qualifications No. 24-030 for these services. Four (4) responses were received and opened on the same date. The firms that responded were:

1. HDR Engineering, Inc.
2. TranSystems Corporation
3. Volkert, Inc.
4. Geci & Associates Engineers, Inc.

A review panel consisting of Mr. Thomas Coggin (Port), Mr. Clark Merritt (Port), and Mr. Daniel Moak (Engineering) reviewed the qualification packages and requested oral presentations from the top three (3) ranked firms. After hearing presentations on July 22, 2024, and evaluating the firms, the panel ranked them as follows:

1. HDR Engineering, Inc.
2. TranSystems Corporation
3. Volkert, Inc.

HDR Inc., a full-service engineering firm specializing in infrastructure and environmental projects, is the top-ranked firm. The committee recommends entering into a contract with HDR Inc. for the design and environmental assessment for the Port of Pensacola Road, Rail, and Stormwater Infrastructure Repair Project.

PRIOR ACTION:

December 28, 2023 - City Council approved the acceptance of HUD Community Development Block Grant (CDBG) for 9,103,935.38 with the understanding the Port of Pensacola will leverage \$2,374,917.98 towards this project in Florida Seaport Transport Economic Development Grant (FSTED) Funds.

FUNDING:

Budget:	<u>\$9,103,935.38</u>	HUD Community Development Block Grant (CDBG) Florida Seaport Transport Economic Development Grant (FSTED)
	<u>\$2,374,917.98</u>	
	<u>\$11,478,853.36</u>	
Actual:	<u>\$1,521,000.00</u>	HDR Proposal for Engineering and Environmental Assessment Services Estimated Construction Cost TOTAL
	<u>\$9,957,853.36</u>	
	<u>\$11,478,853.36</u>	

FINANCIAL IMPACT:

Port of Pensacola received grant funding from HUD Community Development Block Grant (CDBG) for \$9,103,935.38 and it also received grant funding from Florida Seaport Transport Economic Development Grant (FSTED) of \$2,374,917.98 for Hurricane Sally Infrastructure Repair. Funding in the amount of \$11,478,853.36 has been appropriated in the Port's grant account and will be provided on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/4/2024

STAFF CONTACT:

Tim Kinsella Jr., City Administrator
Amy Miller, Deputy City Administrator
Clark Merritt, Port Director
Thomas Coggin, Port Commercial Officer

ATTACHMENTS:

1. RFQ No. 24-030
2. Selection Committee Scoring Matrix

PRESENTATION: No

**CITY OF PENSACOLA
REQUEST FOR QUALIFICATIONS**

RFQ NO.: 24-030

**Professional Engineering Design Services and
Environmental Assessment for
Port of Pensacola Road, Rail, and
Stormwater Infrastructure Repair Grant**

The City of Pensacola is requesting sealed statements of interest and qualifications from firms with experience in the following areas: Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act.

Environmental Assessment: This project requires a higher level environmental review, which will be included in the scope of work. The Consultant will refer to 24 CFR 58.35(a) and 24 CFR 58.36 to determine the level of environmental review necessary for the remaining activities associated with this project.

Archeological Assessment: This scope also requires completion of a Phase I Cultural Resources Survey (CRAS) and CRAS report. Both the Phase I Cultural Resources Survey (CRAS) and CRAS report shall be submitted to and approval by the Department of the Interior.

Mitigation measures required as a result of the Environmental Review findings will be performed by a general contractor under separate bid(s) to include: asphalt paving replacement and repair, railroad track replacement and repair, water supply system replacement and repair, and cathodic protection replacement and repair.

Sealed and complete hardcopy statements of interest and qualifications **with original or electronic signature** and **three (3)** additional copies, plus **one (1) complete electronic copy (SINGLE PDF)** on flash drive or CD, must be received no later than **June 13, 2024, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the RFQ title, and the RFQ number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

In order to review all contractual requirements associated with this project, an optional

pre-submittal conference will be held **on May 29, 2024, 1:00 P.M.**, local time, in the Port Administration Building Conference Room at 700 South Barracks Street, Pensacola, Florida, 32502.

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. **Addenda will be posted to the City's website. Respondents are responsible for obtaining addenda and are advised to check the website frequently.**

A tabulation of qualifications and/or a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Respondents are advised to check the website frequently.

Any questions concerning the RFQ should be addressed and submitted in writing **no later than June 3, 2024, at 10:00 A.M., local time, to:**

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all submittals, to waive any submittal informalities and to re-advertise for submittals when deemed in the best interest of the City.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby
unless otherwise directed.

Late submittals will not be accepted.

I. GENERAL INSTRUCTIONS

- A.** Firms responding to the RFQ must be available for formal presentations/interviews to the Selection Committee. These will be held in person on July 24, 2024, at City Hall, 222 West Main Street, Pensacola, FL 32502.
- B.** Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFQ.
- C.** Submittals must be typed or printed. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after submittals are opened.
- D.** Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids.aspx>. Interested bidders are advised to check the site frequently.
- E.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.

II. SCOPE OF WORK

Section A - Purpose

It is the intent of this solicitation to select a firm to provide engineering design services and conduct an Environmental Assessment for the Port of Pensacola's Road, Rail, and Stormwater Infrastructure Repair Grant. The project comprises five distinct aspects: Firstly, the removal and replacement of over 400,000 square feet of asphalt for roads; secondly, the removal and replacement of an estimated 10,000 linear feet of rail track; thirdly, the replacement of over 4,000 linear feet of water distribution lines, valves, and fire hydrants; fourthly, the redesign and restructuring of stormwater drainage for cargo laydown areas and roads; and finally, the replacement of cathodic protection systems for berth #2.

Section B - Scope of Service Required

The City, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the purchasing policies and procedures of the City of Pensacola, is soliciting statements of interest and qualifications from qualified professional engineering firms interested in providing professional services for this project, including the development of design plans, specifications, cost estimates, and contract documents. The Port of Pensacola is regulated under MTSA, requiring all personnel needing access to the facility to either hold a Transportation Worker Identification Card (TWIC) or arrange to be escorted by a TWIC holder. Please note that the Port of Pensacola does not provide TWIC escorting services.

The Work provided by the engineering firm may consist of the following:

Environmental Assessment

This project requires a higher level environmental review, which will be included in the scope of work. The Consultant will refer to 24 CFR 58.35(a) and 24 CFR 58.36 to determine the level of environmental review necessary for the remaining activities associated with this project.

Environmental review will include:

- Description of the project and its effect on the environmental and alternative concepts considered as appropriate.
- Description of the trends that are likely to occur without the project.
- Description of existing conditions
- Description of avoidance and minimization of environmental impacts as well as the environmental benefits the project
- Prepare graphics to include in the report to include but not be limited to Location, USGS, Soils, Preliminary Vegetation and Land Use, Species, Environmental Resources, Proposed Improvements and Post-FLUCFCS Maps.
- Advisement on the type of state and federal permits required, as applicable. Advisement on the coordination required during the permitting process with consulting agencies such as the Florida Fish and Wildlife Conservation Commission, National Marine Fisheries Service and the U.S. Fish and Wildlife Service.
- Archaeological and Historical Resources Report: The City will address compliance with the Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties, Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the RFQ Professional Engineering Design Services and Environmental Assessment for Port of Pensacola Road, Rail and Stormwater Infrastructure Repair Grant City of Pensacola, FL historic and cultural environment, Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites and Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

- Coastal Resources: The City shall provide documentation showing compliance with the Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act, The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources and Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
- Protected Species: The City will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statute 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- The City shall provide documentation showing compliance with the Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats, the Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats and Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
- Environmental Protection & Compliance: The City shall provide documentation showing compliance with the Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system, Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system, Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources and Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

Engineering

Perform design and prepare plans for Port of Pensacola Road, Rail and Stormwater Infrastructure Repair Project. All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the City of Pensacola which include, but are not limited to, publications such as:

- The Florida Green Book
 - The Florida Department of Transportation Design Manual (FDM).
 - The FDOT Standard Plans for Road and Bridge Construction.
 - The Manual on Uniform Traffic Control Devices (MUTCD).
 - The Americans with Disabilities Act (ADA).
- Prepare Traffic Control Plan as necessary to accommodate construction.
- Prepare design documentation.
- Perform a Field Review with plans in hand after 60% Review comments are received by the City.
- Develop accurate quantities and supporting documentation to include cost estimates.
- Prepare contract documents, technical specifications and plans.
- Identify all existing utilities in the plans. Coordinate with all utility companies during the design process. Distribute all plans, conflict matrixes and changes to affected utility owners. Make sure this information is properly coordinated and documented. Certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.
- Field Reviews: The Consultant shall make as many trips to the project site as required to obtain necessary data for all elements of the project.
- Technical Meetings: The Consultant shall attend all technical meetings necessary to execute the Scope of Services of this contract.
- Quality Assurance Quality Control (QAQC): It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the Consultant and their subconsultant(s) under this contract.

- Permitting: Prepare the permit applications and obtain all permits, if necessary.
- Within ten (10) days after the Notice-To-Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed project activity/event schedule with actual dates and Consultant scheduled activities required. The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process.
- Provide monthly status reports and update meetings through the design and permitting process.
- Attend progress meetings with the City as necessary.
- Develop probable cost of construction estimate at 30%, 60%, and 90% design.

Deliverables

Tasks that are eligible for reimbursement are as follows: 1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes. 2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project. 3) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act.

Two sets of 60% Design Plans for the City review.

1. Two sets of 90% Plans and Specifications for the City review.
2. Two sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction).

The finished product will result in City approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction during the following fiscal year.

III. SUBMITTAL FORMAT

Submittals shall be in the format described below. The selection criteria and points that will be used in ranking the submittals are noted in each section (C – G). Submittals shall be limited to forty (40) single-sided 8½ x 11” pages. Page count excludes the cover, cover letter, table of contents, section dividers, and any City-

provided form. Qualifications shall be bound with spiral or similar binding ensuring the integrity of the submission. Each section in the submittal should follow the format/organization noted in this section (A – G). Three to five firms may be short-listed based on the information provided on the forms and in the additional sections and those firms invited to an in-person interview. The City reserves the right to select directly from the Statements of Qualifications.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

A. Introduction

This section will contain a cover letter of no longer than two (2) pages, signed by an authorized representative of the offering firm. A table of contents will follow the cover letter. This section should also include those required City forms within the RFQ, and any addenda issued.

- 1) Signature Sheet
- 2) Appendix A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
- Certification for Contracts, Grants, Loans, and Cooperative Agreements
- 3) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 4) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 5) Minority/Small/Woman Business Enterprise Participation Form
- 6) Drugfree Workplace Certificate
- 7) Acknowledgement of addenda

B. Firm Information

- a. Briefly describe the firm's organization and philosophy. Address each of the following items:
- b. Business Structure (Corporation, Joint Venture, Partnership); proper incorporation by the Secretary of State and current Florida Professional Registration Certificate for general contractor certification.
- c. Number of years in business.
- d. Description of firm's qualification for performing the work and how the firm shall address the Scope of Service requirements.
- e. Team Organization Chart with summary of resumes of key personnel who will

be assigned to the work detailed in the Scope of Services. Office location assigned for the previous two years of each member.

- f. List of all sub-consultants proposed along with qualifications. The City reserves the right to approve all sub-consultants.
- g. Current workload and ability to deliver projects on time and within budget.
- h. Information on past experience relative to engineering design with regard to road, rail, cathodic protection, water distribution systems and stormwater projects.

Evaluation Criteria

C. Firm Experience

(40 points)

Written qualifications will be evaluated using the following criteria:

- 1. Composition and Qualification of Staff
 - Background and experience in stated discipline
 - Experienced with similar projects at ports

D. Firm's Engineering Design Services Experience

(40 points)

Please describe all the preliminary engineering experience that the proposed team has been directly involved with. Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with this project.

List the projects which best illustrate the experience of the firm and current staff to be assigned to this project. (List no more than 10 projects, and no projects which were completed more than 10 years ago.) In determining the level of comparability between projects, the City will consider the nature of the previous contractual relationships.

- The nature of the firm's responsibility on this project
- Project owner's representative's name, address and phone number
- Project Client agency's representative's name, address, and phone number (current information)
- Date project was completed or is anticipated to be completed
- Size of project (gross SF of construction)
- Cost of project (construction cost)
- Work for which the staff was responsible
- If the project is not complete, present status of this project

E. Ability to meet schedules and budget estimates (10 points)

With respect to the projects outlined in item “2” above, provide information with respect to:

- Proposed vs. actual design schedules
- Proposed vs. actual construction costs
- Claims history
- Current workload

F. Certification as or partnership with an MBE/SBE/WBE (5 points)

Indicate whether or not the firm is itself or is partnered with Minority/Small/Woman-Owned Business Enterprises as certified by the City of Pensacola.

G. Quality of Submittal (5 points)

The quality, readability, and conciseness of the Statement of Qualifications will be scored based on the reviewer’s subjective assessment.

IV. INTERVIEW PROCESS

Firms will be evaluated for short-listing based upon the written material submitted to the City in response to this RFQ. The evaluation committee will review the submittals, and the City will schedule formal presentations/interviews for those three to five (3-5) firms short-listed. Firms selected for presentations/interviews will be required to have the proposed project manager present to participate in the presentation/interview. Presentations/interviews will be conducted in-person only.

Each firm will be allowed up to 40 minutes for a formal presentation, consisting of a reiteration of the written Qualification demonstrating the firm’s grasp of the project. The formal presentation will followed by 20 minutes of Questions & Answers (Q&A). Any unused formal presentation time will be added to the Q&A period. A projection system is available, but presenters are requested to bring their own laptop. The selection committee would prefer a PowerPoint presentation. The presentations themselves are closed to the public. The committee deliberations following the last presentation will be open to the public.

The evaluation committee will make a recommendation to the Mayor regarding the selection of the firms based upon the formal presentations/interviews. The Mayor will then forward his recommendation for award to the City Council for their approval.

V. GENERAL TERMS AND CONDITIONS

A. No Contingency Fees

By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

B. Insurance and Indemnification

(TBA via addendum)

VI. RFQ, SUBMITTAL AND EVALUATION SCHEDULE (all dates subject to change)

Date	Activity
May 15, 2024	Publish RFQ
May 29, 2024, 1:00 p.m. Port Administration Conference Room 700 South Barracks Street, Pensacola	Optional Pre-submittal Conference
June 3, 2024, 10:00 a.m.	Questions due
June 13, 2024, 2:30 p.m.	Submittals due
June 24, 2024	Distribution of Materials for Review
July 10, 2024, 9:00 a.m. City Hall 6th floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Ranking / Shortlisting Qualifications
July 23, 2024, 9:00 a.m. City Hall 1st floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations Recommendation of Contract Award

All times are local time.

REQUEST FOR QUALIFICATIONS
CONTRACTUALSERVICES
GENERAL CONDITIONS

To ensure acceptance, all respondents submitting qualifications to the City of Pensacola shall be governed by the following conditions, attached specifications, and qualification form(s) unless otherwise specified. Qualifications not submitted on the qualification form(s) provided shall be rejected, and qualifications not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe services best suited to the needs of the City. However, the City invites qualifications with alternate solutions to the performance objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any respondent and the City reserves the right to award a contract to or negotiate a contract with a responsible respondent submitting the most responsive or best alternative qualification for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the qualification and the resulting contract, and its decision shall be final.
3. **Bond (RFQ):** None.
4. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
5. **Exceptions to Specifications:** In order that equal consideration be given in evaluating qualifications, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
6. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the City of Pensacola including all labor, materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
7. **Interpretations:** All questions concerning the specifications or conditions shall be

directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Qualifications Page. Inquiries must reference the proposed service and the date of the qualification submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

8. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all qualifications received in response to these specifications, and shall govern any and all claims between person(s) submitting a qualification response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
9. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its submittal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded respondent shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
10. **Mistakes:** Respondents are expected to examine the conditions, scope of work, qualification prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the respondent's risk. Unit prices will govern in award.
11. **Permits and Taxes:** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
12. **Pre-RFQ Meetings:** If an RFQ requires a mandatory pre-RFQ meeting, any representative of a firm wishing to submit a qualification must sign in with the name of the responding firm.
13. **Prohibited Conduct by Respondents:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, qualification, or other response reflecting an interest in participating in the purchasing or contracting process shall

be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

14. Protests: Protests of the plans, specifications, and other requirements of requests for qualifications must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled qualification opening. A detailed explanation of the reason for the protest must be included. Protests of the intended award of submittal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

15. Public Records: Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statute §119.07. This includes material which the responding respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.

16. Public Records Law: The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

17. Qualification Withdrawals: No qualification may be withdrawn after closing time for receipt of qualifications for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.

18. Rejection of Qualifications: The City of Pensacola reserves the right to accept or reject any or all qualifications, to award qualifications on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for qualifications when deemed in the best interest of the City of Pensacola.

19. Sealed Qualifications: The specifications and all executed qualification forms must be submitted in a sealed envelope. All qualifications must be signed by an authorized representative of the respondent. In the event more than one

qualification submittal deadline is scheduled for the same date and time, do not include qualifications concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the respondent, the RFQ title and the RFQ number.** It shall be the sole responsibility of the respondent to assure receipt of qualification at the Purchasing Office prior to the published time for the qualification submittal deadline. No qualification will be accepted after closing time for receipt of qualifications, **nor will any offers by telephone, fax, internet or email be accepted.**

20. Tax: The City of Pensacola is exempt from all State and local sales tax.

21. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

22. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
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FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

ATTACHMENT “C”
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime

contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the

work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§](#)

[5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms "laborers and mechanics" include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section,

along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

QUALIFICATION NO. 24-030

**Professional Engineering Design Services and
Environmental Assessment for
Port of Pensacola Road, Rail and
Stormwater Infrastructure Repair Grant**

Signature Sheet

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this Qualification or in the contract to be taken, and that it is made without any connection with any other person or persons presenting a Qualification for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

Legal Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: _____ Date: _____

Email Address _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____

Date: _____

Authorized

Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**MINORITY / SMALL / WOMAN-OWNED
BUSINESS ENTERPRISE
PARTICIPATION FORM**

Please indicate if your firm is certified with the City of Pensacola as an M/S/WBE.

Respondent's Name:	Respondent's Designation

If your firm is partnering with or subcontracting with a City-certified M/S/WBE, please provide the information requested below.

NAME & DESIGNATION
OF M/W/D/SBE FIRM

PARTNER OR
SUBCONTRACTOR

% OF CONTRACT
PERFORMANCE

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

EVALUATION SHEET
QUALIFICATION NO. 24-030

**Professional Engineering Design Services and
Environmental Assessment for
Port of Pensacola Road, Rail, and
Stormwater Infrastructure Repair Grant**

Name of Firm: _____

Reviewer: _____

	<u>Possible Points</u>	<u>Points Given</u>
1. Firm Experience	40	_____
2. Experience of the Firm with respect to engineering design services for road, rail, cathodic protection water distribution systems and stormwater design.	40	_____
3. Ability to meet schedules and budget estimates	10	_____
4. Certified as or partnered with MBE, WBE, SBE	5	_____
5. Quality of submittal	5	_____
TOTAL POINTS	100	_____

Notes: _____



**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

This is a suggested format that may be used by Responsible Entities to document completion of an Exempt or
Categorically Excluded Not Subject to Section 58.5 environmental review.

Project Information

Project Name: Port of Pensacola Infrastructure Repair

Responsible Entity: City of Pensacola

Grant Recipient (if different than Responsible Entity): N/A

State/Local Identifier: Florida

Preparer: William K. Boyer, Grants and Special Projects Coordinator

Certifying Officer Name and Title: D.C. Reeves, Mayor

Consultant (if applicable): N/A

Project Location: 222. West Main Street, Pensacola Fl, 32502

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

Administrative and operating costs related to the project, design, and engineering, environmental review studies in support of the CDBG-DR Sally Infrastructure Projects.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): (choose all that apply below)

x	1.	Environmental and other studies, resource identification and the development of plans and strategies;
	2.	Information and financial services;
x	3.	Administrative and Management Activities;
	4.	Public services that will not have a physical impact or result in any physical changes, including but not limited to, services concerned with employment, crime prevention,

		child-care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5.	Inspections and testing of properties for hazards or defects;
	6.	Purchase of insurance;
	7.	Purchase of tools;
x	8.	Engineering or design costs;
	9.	Technical assistance and training;
	10.	Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration; <i>{This exemption applies only in certain circumstances; HUD has released clarification regarding the use and applicability of this exemption. Documentation of Compliance with 24 CFR Part 58.6 required when this exemption is used.}</i>
	11.	Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12.	Any of the categorical exclusions listed in Sec. 58.35(a) provided that if there are no circumstances that require compliance with any other federal laws and authorities cited in Section 58.5. <i>{Before you can consider activities listed in Sec. 58.35(a) as exempt activities, you must complete the categorical exclusion checklist and related review process. Documentation of Compliance with 24 CFR Part 58.6 is required}</i>

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
(choose all that apply below)

	1.	Tenant-based rental assistance;
	2.	Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, state, and federal government benefits and services;
	3.	Operating cost including maintenance, security, operations, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
	4.	Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
	5.	Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities which result in transfer of title;
	6.	Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and

		fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact;
	7.	Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

Funding Information

Grant Number	HUD Program	Funding Amount
B-21-DZ-12-0001	CDBG-DR/Sally	\$9,103,935.38
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Estimated Total HUD Funded Amount: \$9,103,935.38

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): \$2,374,917.98 FDOT PTGA Rail Modernization Grant and Pavement Grant

**Estimated Total Project Cost (indicate all HUD and non-HUD funds) [24 CFR 58.32(d)]:
\$11,478,853.36**

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☒	<i>The administrative and management activities, engineering and design costs, and environmental review studies for this grant activity will not involve the sale or purchase of existing property, will not be located</i>

		<i>within 2500 feet of a civilian airport runway clear zone, or within 15.000 of a military airfield clear zone. The project activity is in compliance with Airport Runway Clear Zone and APZ requirements.</i>
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ M	<i>There are no coastal barrier resources located within the City of Pensacola limits. therefore this project has no potential to impact a CBRS unit. The project is in compliance with the Coastal Barrier Resources Act. See attached COP Coastal Barrier Resource Map.</i>
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ K	<i>The administrative and management activities, engineering and design costs, and environmental review studies for this grant activity will not involve mortgage insurance, refinance, acquisition, repairs, major or minor rehab, or construction of a structure, therefore the activity does not require flood insurance. The project activity is in compliance with Flood Insurance Requirements.</i>

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Preparer Signature:



Date: 8/2/2023

Preparer Name/Title/Organization:

William K. Boyer, Grants and Special Projects Coordinator, The City of Pensacola

Responsible Entity Agency Official Signature:



Date: 8/2/2023

RE Name/Title: **D.C. Reeves, Mayor**

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

RFQ NO. 24-030

**Professional Engineering Design Services and Environmental Assessment
for Port of Penscola Road,Rail, and Stormwater Infrastructure Repair Grant**

Selection Committee Meeting (08/08/2024)
Oral Presentation Evaluations

FIRMS	Thomas Coggin	Clark Merritt	Daniel Moak	TOTAL SCORE	RANKING ORDER
HDR Engineering, Inc.	1	1	1	3	1
TranSystems Corporation	2	2	2	6	2
Volkert, Inc	3	3	3	9	3

Motion: Clark Merritt moved to award contract to the top ranked firm HDR

Seconded: Thomas Coggin

Vote: 3-0



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-849

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF AMENDMENT NO. 2 - CONTRACT RELATED TO BID NO. 16-042
MAINTENANCE AND OPERATION OF THE BAGGAGE HANDLING SYSTEM AND
PASSENGER LOADING BRIDGES - DAIFUKU SERVICES AMERICA CORPORATION F/K/A
ELITE LINE SERVICES, INC.

RECOMMENDATION:

That City Council approve Amendment No. 2 for a term extension to the contract under RPF No. 16-042 with Daifuku Services America Corporation f/k/a Elite Line Services, Inc. for maintenance and operation of the baggage handling system and passenger loading bridges.

Further, that City Council authorize the Mayor to take all actions necessary to execute and administer Amendment No.2, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Daifuku Services American Corporation f/k/a Elite Line Services, Inc. (DAIFUKU) provides full-time maintenance and operations services to the Airport's in-line baggage handling system (BHS) and quarterly inspection and maintenance services for the passenger boarding bridges (PBB).

The current agreement with DAIFUKU, as amended, has an expiration date of January 13, 2025. The Airport is in the design stage of a terminal building concourse expansion that will significantly alter the quantity and scope of maintenance services required for both the BHS and the PBB. Daifuku has agreed to a term extension that will allow Airport staff and the Architectural & Engineering firm time to design the improvements and/or additions to both systems. Therefore, staff is recommending an extension of the current agreement for three one-year terms (January 14, 2025 – January 13, 2028) at the sole discretion of the City and under terms and conditions to be determined by the City.

Once the quantity and scope of maintenance services required for both the BHS and the PBB are determined for the expanded terminal, the Airport will advertise a Request for Proposals for

BHS and PBB maintenance and operation services.

PRIOR ACTION:

January 12, 2017 - City Council approves ELS contract award

February 25, 2021 - City Council approves Amendment No. 1 to ELS contract

FUNDING:

N/A

FINANCIAL IMPACT:

The contractor submits for approval an annual budget prior to the start of each contract year. The current budget is \$950,395.64. Sufficient funding is available in the Airport's Operating and Maintenance budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Contract - Amendment No. 2

PRESENTATION: No

**DAIFUKU SERVICES AMERICA CORPORATION F/K/A
ELITE LINE SERVICES, INC.
CONTRACT FOR REQUEST FOR PROPOSALS #16-042
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO THE MAINTENANCE AND OPERATION OF THE BAGGAGE HANDLING SYSTEM AND PASSENGER LOADING BRIDGES AGREEMENT ("Amendment No. 2") is hereby made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("City") in its capacity as owner and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport") and DAIFUKU SERVICES AMERICA CORPORATION F/K/A ELITE LINE SERVICES, INC., a corporation authorized to do business in the State of Florida ("Contractor") (Each at times referred to in this Amendment No. 2 individually as a "Party" and collectively as the "Parties").

WHEREAS, City is the owner and operator of the Airport; and

WHEREAS, City and Contractor entered into a Contract for Maintenance and Operation of the Baggage Handling System and Passenger Loading Bridges at Pensacola International Airport ("Original Agreement") dated January 20, 2017; and

WHEREAS, Amendment No. 1 to the Original Agreement dated March 5, 2021 amended the Original Agreement to extend the term until January 13, 2025 as a result of additional responsibilities associated with maintenance of the Passenger Loading Bridges; and

WHEREAS, City and Contractor desire to further amend the Original Agreement as hereinafter provided; and

WHEREAS, the City finds that it is in the best financial interests of the citizens of the City of Pensacola that this Original Agreement be amended as provided herein.

NOW THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **City's Option to Extend.** Section 8.02 City's Option to Extend is hereby amended as of the Effective Date of this Amendment No. 2 as follows:

City reserves the right to renew the Contracting Documents, at the sole discretion of the City and under terms and conditions to be determined by the City, for eight (8) additional one (1) year terms. If the City chooses to exercise its right to renew the Contracting Documents, the Contractor shall be notified of the terms and conditions to which the City shall exercise this right ninety (90) days before the expiration of the Contracting Documents. The Contractor shall have the choice as to whether to accept the City's proposal or allow the Contracting Documents to expire and shall so notify the City within thirty (30) days of receipt of City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Contractor to accept such proposal from the City.

(3) All other terms and conditions of the Original Agreement dated January 20, 2017 not amended hereby shall remain in full force and effect.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

Daifuku Services America Corporation
f/k/a Elite Line Services, Inc.

(Contractor's Name)

Mayor, D.C. Reeves

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-941

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-043 - 9TH AVENUE OUTFALL TO PENSACOLA BAY

RECOMMENDATION:

That City Council award Bid No. 24-043 for 9th Avenue Outfall to Pensacola Bay to Site and Utility, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$1,874,282.00, plus a bid alternate amount of \$17,500.00, with a 10% contingency of \$189,178.20 for a total of \$2,080,960.20. 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. Finally, that City Council approve the reallocation of \$914,719.00 within the Stormwater Capital Projects Fund from the Cordova Square Pond Rehab project balance, the Bayou Texar Dredging project balance, the Summit Boulevard Drainage project balance, and Stormwater Vault City-Wide.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project is intended to improve stormwater drainage along 9th Avenue between Romana Street and Bayfront Parkway, as well as resolve standing water issues on Romana Street. Work will include installation of a new stormwater outfall to Pensacola Bay and installation of a new stormwater collection and conveyance system to send water to this new outfall. In addition, the roadway itself will be elevated to better facilitate the flow of water off the road and into the collection and conveyance system described above.

Upon City Council approval, funding in the amount of \$914,719.00 will be transferred from the completed projects listed below, which will provide the additional funding needed for this project.

PRIOR ACTION:

August 12, 2021 – City Council adopted Supplemental Budget Resolution No. 2021-49 accepting grant funds from the American Rescue Plan Act

September 15, 2021 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2022 Budget.

September 14, 2022 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2023 Budget.

May 25, 2023 – City Council adopted Supplemental Budget Resolution No. 2023-044 accepting grant funds from Resilient Florida

FUNDING:

Budget:	\$ 675,000.00	SWC – 9 th Avenue Outfall to Pensacola Bay
	84,272.00	SWC – Cordova Square Pond Rehab
	53,735.00	SWC – Bayou Texar Dredging
	237,507.00	SWC – Summit Blvd Drainage Improvements Project
	539,205.00	SWC – Stormwater Vault City-Wide
	587,489.00	Resilient Florida Grant Funds
	325,000.00	American Rescue Plans Funds
	<u>\$2,502,208.00</u>	TOTAL
Actual:	\$1,874,282.00	Contract Base Bid
	17,500.00	Bid Alternate
	189,178.20	10% Contingency
	145,094.00	Mott MacDonald - Design Services
	236,336.83	Management & Inspections
	39,727.42	Testing - Miscellaneous
	<u>\$2,502,118.45</u>	TOTAL needed to Award Project

FINANCIAL IMPACT:

A total appropriation of \$2,502,208 is available between the Stormwater Capital Projects Fund, the American Rescue Plans Fund and the Resilient Florida Grant Funds. To date, \$258,622 has been expended on Design and Engineering Management, leaving an available balance of \$2,243,586 which should be sufficient to award this bid and complete the project. Upon final completion of this project, any remaining funds will be placed back in the Stormwater Vaults City-Wide account within the Stormwater Capital Projects Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director - Public Works & Engineering

ATTACHMENTS:

1. Tabulation of Bids

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-027
TITLE: 9TH AVENUE DRAINAGE IMPROVEMENTS

Submittals Due: 10/04/24, 2:30 P.M.	SITE & UTILITY, LLC	C.W. ROBERTS CONTRACTING, INC.	ROADS, INC. OF NWF	CHIVERS CONSTRUCTION, INC.	BEAR GENERAL CONTRACTORS, LLC
Engineering	Pensacola, FL	Pensacola, FL	Cantonment, FL	Cantonment, FL	Pensacola, FL

Base Bid	\$1,874,282.00	\$2,274,509.40	\$2,589,126.20	\$3,248,590.70	\$3,424,056.15
Alternate	\$17,500.00	\$12,270.00	\$31,498.49	\$12,500.00	\$8,050.00
Base Bid + Alt.	\$1,891,782.00	\$2,286,779.40	\$2,620,624.69	\$3,261,090.70	\$3,432,106.15

DRAFT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-954

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

TITLE CLEARANCE PROGRAM AGREEMENT WITH LEGAL SERVICES OF NORTH FLORIDA, INC.

RECOMMENDATION:

That City Council approve a Title Clearance Program Agreement with Legal Services of North Florida, Inc. in the amount of \$50,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program 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:

When the City applied to the Florida Department of Commerce for Community Development Block Grant-Disaster Recovery (CDBG-DR) Housing Repair and Replacement Program (HRRP) funding in May 2023, staff identified title issues as a potential barrier for citizens to be able to successfully access disaster housing repair and replacement programs in order to fully recover from storm damage. Provision of legal assistance to clear titles was included in the grant funding application, so applicants would be able to participate in the program. This request was approved by the Department of Commerce and included as an eligible activity in the grant agreement as approved by City Council in May 2024. As submitted in the original grant application and outlined in the CDBG-DR HRRP grant agreement, local matching funds were pledged toward the HHRP, which will come from the Housing Department's allocation of Coronavirus State and Local Fiscal Recovery funds under the American Rescue Plan Act (ARPA) earmarked for public services.

Legal Services of North Florida, Inc. (LSNF) has agreed to provide these services, having experience and staffing to assist with title clearance and disaster recovery. Due to the lengthy amount of time often necessary to clear title issues, staff has prioritized this agreement in order to provide critical access for applicants to remedy legal issues with impacted properties so they will be eligible for repair assistance. Additionally, LSNF will provide at least one community outreach event per fiscal year to provide education to citizens on clearing and preserving title and other related community services.

PRIOR ACTION:

June 30, 2021 - City Council ARPA Workshop, to include Affordable Housing Programs and Services

May 6, 2024 - City Council acceptance of CDBG-DR Rebuild Florida Housing Repair and Replacement Program Agreement

FUNDING:

Budget:

\$25,000 ARPA

\$25,000 CDBG-DR HRRP

\$50,000 TOTAL

FINANCIAL IMPACT:

No City general funds are required. Funds are available from the CDBG-DR HRRP grant, with the required local match coming from ARPA funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. Title Clearance Program Agreement

PRESENTATION: No

TITLE CLEARANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 2024, by and between **CITY OF PENSACOLA**, a political subdivision of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 W. Main Street, Pensacola, Florida 32502, and the **LEGAL SERVICES OF NORTH FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Recipient"), with a principal address of 2119 Delta Boulevard, Tallahassee, Florida 32303, and a local address of 1741 North Palafox Street, Pensacola, Florida 32501.

W I T N E S S E T H:

WHEREAS, the City has been awarded Community Development Block Grant-Disaster Recovery funding (CDBG-DR) through the State of Florida Department of Commerce (CFDA #14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the City due to Hurricane Sally; and

WHEREAS, the City has been awarded Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) to respond to the COVID-19 public health emergency or its negative economic impacts (ARPA CFDA #21.027); and

WHEREAS, both funding resources provide that the City may contract with non-profit agencies to administer and implement the project set forth therein; and

WHEREAS, it is in the best interest of the City to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant for the purpose of administering title clearance services to income eligible citizens, hereinafter referred to as the "Project"; and

WHEREAS, the City hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the Project under the general coordination of the City of Pensacola Housing Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Housing Administrator, P.O. Box 12910, Pensacola, Florida 32502, (850) 858-0311, or mreeves@cityofpensacola.com.

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide legal services to low and moderate income citizens in order to remove barriers to their ability to improve or maintain their properties as well as community educational outreach. Services to be provided are not duplicating existing projects or funding already held by Recipient. Clients to be served under this Project would not receive assistance but for this Project.

ARTICLE III

Funding

3. The City agrees to pay an amount not to exceed **\$50,000** solely from available SLFRF funds and CDBG-DR funds (\$25,000 from SLFRF and \$25,000 from CDBG-DR) to be used for (1) title clearing services for low/moderate income eligible clients in the City of Pensacola, including but not limited to probate, quiet title, bankruptcy, and tax disputes, and (2) educational presentation(s) to the community at community outreach events, which may also include fair housing information. Services are to be provided to low/moderate income clients in the City of Pensacola.

3.1 The City shall pay this amount over the term of the Agreement to the Recipient for services rendered herein.

3.2 The method of payment shall be according to the Payment Schedule as described in Attachment I of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the City with a monthly report of all Project activities, including a narrative summary and a financial statement as described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the City as described in Attachment II of this Agreement. Alternate reporting forms may be accepted to the extent the required data is clearly detailed.

4.2 The report shall be due monthly and shall continue until all information concerning the Project has been received by the City or its designated Agent. This report is due on the 30th day of each subsequent month.

4.3 Annual report shall cover the City's fiscal year and will provide data of clients served October 1 through September 30.

4.4 The Recipient shall provide the City or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the City or its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

ARTICLE VI

Contract Term and Termination

6. This Agreement shall be effective for the term beginning **October 1, 2024**, and shall expire on **September 30, 2026**, unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

6.1 Notwithstanding anything herein to the contrary, if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the City, the City may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the City, the United States Department of Housing and Urban Development, the State of Florida Department of Commerce, any relevant federal agency, or their representatives, or the Recipient shall transfer these records and accounts to the custody of the City.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient 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 Agreement is free of discrimination against its 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 hereby referred to and incorporated by reference herein.

9.1 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, color, sex, familial status, disability, age, religion, or national origin (including limited English proficiency). The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex (including sexual orientation and gender identity), national origin (including limited English proficiency), 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 Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968 **Section Three Clause**

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI

Equal Employment Opportunity

11. The Recipient agrees to abide by Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII

Program Income

12. No program income is anticipated to result from the activities encompassed in the Project, however, in the event that generation of program income should occur at any time during the effective term of this Agreement, the provisions set forth at 24 C.F.R. §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the City.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 C.F.R. §570.502, applicable provisions of 2 C.F.R. Part 200,

Coronavirus State and Local Fiscal Recovery Funds (SLFRF) guidance, and CDBG-DR guidance as provided under the authority of the Disaster Relief Supplemental Appropriations Act 2022 and implementing Federal Register Notices. Copies of pertinent provisions of 24 C.F.R. Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV **Other Federally Related Requirements**

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in 24 C.F.R. §§570.600-.614 et seq., with the following exceptions:

- i) The Recipient does not assume the City's environmental responsibilities described at 24 C.F.R. §570.604; and
- ii) The Recipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

14.1 Pertinent provisions of 24 C.F.R. §§570.600-.614 et seq., have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV **Reversion of Assets**

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the City any residual CDBG funds and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 C.F.R. §570.208 until five years after the expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
- (ii) Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI **Procurement**

16. The Recipient shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Recipient's written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. Any purchase or aggregate purchase of \$3,000 - \$149,999 (small purchase within the simplified acquisition threshold) will require a formal bid procedure (including advertising and sealed bids using a

firm fixed price). Any purchase or aggregate purchase less than \$3,000 must comply with micro purchase procedures used for procurement.

ARTICLE XVII

General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this Agreement and hold the same legal authority as the Agreement.

17.1 Further, the Recipient agrees to the following terms:

- i) To consent to such audits by United States Department of Housing and Urban Development, the State of Florida Department of Commerce, the U.S. Department of the Treasury, and the City designated independent auditing firm(s) as may be required in relation to this Agreement.
- ii) To produce all documents required upon request by the City, the United States Department of Housing and Urban Development the State of Florida Department of Commerce, the U.S. Department of the Treasury, or their authorized representatives; and
- iii) To provide the City (through its designated Agent) with the annual audit of the Project as carried out for the City of Pensacola Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

ARTICLE XVIII

Understanding of Terms

18.1 This Agreement represents the entire and integrated agreement between the City and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Recipient and City or in accordance with the provisions contained in this document.

18.2 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of 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.

18.3 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 any law of the State where made, 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.

18.4 The Recipient affirmatively acknowledges that the sources of funds for this program are federal dollars. The Subrecipient acknowledges that they will follow all relevant federal, state and local requirements for the use of these funds. Further the Recipient acknowledges that once these funds are exhausted there is no obligation on the part of the City of Pensacola to provide any additional funds and that the Recipient will in its sole discretion continue or discontinue the program.

18.5 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

18.6 All notices under this Agreement shall be in writing and shall be sent by registered mail to the parties identified in this Agreement.

18.7 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/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.

ARTICLE XIX

Use of E-Verify System

19. In compliance with the provisions of §448.095, Florida Statutes, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

ARTICLE XX

Public Records

20. Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient shall:

(i.) Keep and maintain public records required by the City to perform the service.

(ii.) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Agreement term and following the completion of the Agreement if Recipient does not transfer the records to the City.

(iv.) Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Recipient or keep and maintain public records required by the City to perform the service. If Recipient transfers all public records to City upon completion of the Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of the Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(v.) Failure by Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: THE OFFICE OF THE CITY CLERK (850) 435-1715 PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

**[SIGNATURE PAGE TO FOLLOW]
Remaining Page Intentionally left blank**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written:

RECIPIENT

Legal Services of North Florida, Inc.,
a Florida non-profit corporation

CITY OF PENSACOLA

By: _____
Leslie N. Powell-Boudreaux,
Executive Director

By: _____
D.C. Reeves, Mayor

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Administrator

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

ATTACHMENT I

I. SCOPE OF SERVICES

The Recipient will implement the CDBG-DR/SLFRF Title Clearance Services Program. The City will provide **\$25,000** in CDBG-DR funds and **\$25,000** in ARPA funds for the Project, for a total of **\$50,000**. The funds must be directly spent on operational expenses and Project activities. The Recipient will also be required, at a minimum, to provide monthly reports to the City of clients served categorized by income, race, gender, physical address, and type of service provided (applicants and resolved cases).

II. RECIPIENT INFORMATION

Legal Services of North Florida, Inc.
Pensacola Branch
1741 N. Palafox Street
Pensacola, FL 32501
Phone: 850-432-8222
Attn: Leslie Powell-Boudreaux

III. REPORTING REQUIREMENTS

- A. A report is due each month during the term of this Agreement and shall continue until all information concerning the Project has been received by the City or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the Project and financial statement on expenditures during the reporting period.
- C. Invoices detailing attorney time spent on the Project must be attached to the monthly report in order for the City to reimburse the agency for eligible Project costs.
- D. The monthly report/invoice is due by the 30th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the Recipient being withheld.
- F. A year end summary report of all clients assisted under this grant with race, income, and gender demographics together with a narrative summary of accomplishments shall be provided. The year-end summary is due by the second Friday in November to the City contract manager for annual reporting to HUD. The reporting period covers clients assisted annually from October 1 through September 30.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$50,000.00** to cover the term of OCTOBER 1, 2024 – SEPTEMBER 30, 2026. Per hour attorney billing of \$161.08/hr. and paralegal rate of \$48.18/hr. includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing, postage, and other operating costs associated with implementation of this activity.

If available, the City of Pensacola Housing Department will provide copies of any title searches obtained for possible referrals if released by the client.

V. AUDIT REQUIREMENTS

The Recipient shall provide the City with an audit report showing the financial affairs of the Recipient during the term of this Agreement.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Invoices must be submitted to document attorney hours as well as any associated expenditures. Any item not included in the budget will be an ineligible expenditure and will not be reimbursed.

VII. PROJECT DELIVERABLES

1. **TITLE CLEARING SERVICES:** Legal representation for a minimum of **15** low/moderate income clients in approximately 25 cases within the City of Pensacola limits for clearing title to properties owned by low/moderate income clients. Preference to be given to eligible clients with improved properties as possible.

Monthly reports will document the number of applicants by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), gender (HOH only), and physical address, and the number of resolved cases by income, race, gender, and program participant's physical address.

Program participants' physical address must be located within the City of Pensacola's geographic boundary which predominantly includes the following Census Tracts/Block Groups: 1-1, 1-2, 3-1, 3-2, 4-1, 4-2, 4-3, 5-1, 5-2, 6-1, 8-1, 8-2, 8-3, 8-4, 8-5, 9-1, 9-2, 9-3, 10.1-1, 10.1-2, 10.1-3, 10.1-4, 10.1-5, 10.2-1, 11.1-1, 11.1-2, 11.1-3, 11.1-4, 11.3-1, 11.3-2, 11.4-1, 11.4-2, 11.4-3, 11.4-4, 12.1-1, 12.1-2, 12.1-3, 12.1-5, 12.2-1, 12.2-2, 13-1, 13-2, 13-3, 14.1-2, 15-1, 15-2, 16-1, 18-1, 19-1, 35.5-1, and 35.6-2.

Collection of a physical address is to confirm that Recipient is serving clients residing within the Pensacola city limits. The activity location of clients shall be confirmed at the

time of initial application. For monthly reporting purposes, Recipient should provide address verified through initial client eligibility screening.

Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

**2024 INCOME GUIDELINES
(CDBG Effective Date: May 1, 2024)**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$18,900	\$31,500	\$50,350
2	21,600	36,000	57,550
3	24,300	40,500	64,750
4	26,950	44,950	71,900
5	29,150	48,550	77,700
6	31,300	52,150	83,450
7	33,450	55,750	89,200
8	35,600	59,350	94,950

It is understood that not all referrals will be able to be assisted through this program due to the complexity of some cases. Recipient should screen cases accordingly and agrees not to bill City for these cases. It is also understood that information is protected by attorney-client privilege, so reporting information may be provided by alias or other non-individualized means.

2. EDUCATIONAL COMPONENT: Provide ONE community outreach event per fiscal year to provide information to residents regarding Recipient services and/or provide community educational workshops to inform residents of ways to clear and preserve title.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events, and copies of educational materials developed. Recipient will work in advance with City staff in promotion of any outreach activities. Recipient may bill grant for time spent on clinic at the hourly rates noted in Section IV above.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

The City reserves the right to evaluate and review this Agreement and its effectiveness. If found not to be effective, the Agreement may be amended or terminated, according to Article VI; Sub-section 6.1.

ATTACHMENT II

I. MONTHLY STATUS REPORT

REPORT # _____

TO: CITY OF PENSACOLA HOUSING DEPARTMENT

FROM: LEGAL SERVICES OF NORTH FLORIDA

PROJECT: CDBG-DR/ARPA Title Clearance Program

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT
\$ 50,000.00

Expenditures: Month of _____, 20 ____

ITEM

COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

ATTACHMENT III

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 C.F.R. §570.503(b)3 and 24 C.F.R. §504
The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
- Conditions for Religious Organizations 24 C.F.R. §570.200(j)
In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
- Reversion of Assets 24 C.F.R. §570.503(b)8
Upon the discontinuation of funding this program with CDBG, the Recipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Recipient's control that was acquired or improved, in whole or in part, in excess of Twenty-Five Thousand Dollars (\$25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 C.F.R. §570.611) reads in substance as follows:
 - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG funds and (2) who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for

themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 C.F.R. §84.42, 24 C.F.R. §85.36, 24 C.F.R. §570.611 and additionally:

No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 C.F.R. Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 U.S.C. §§3601 et seq.), as amended, and implementing regulations.
- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 C.F.R. §570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.
- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 24 C.F.R. §570.614 requires compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) and with the Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §155, 201, 218, and 225).
- The lead based paint requirements of 24 C.F.R. Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.
- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 C.F.R. §2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 C.F.R. §200. Title 2, Part 200 of the Code of Federal Regulations consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

- A-87
- A-110
- A-122
- A-133
- Section 3
 - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:
 - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - The contractor will include the Section 3 clause set forth in 24 C.F.R. §135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 C.F.R. §570.607).
 - Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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.

- 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 contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- Davis-Bacon Act, as amended (40 U.S.C. §276a to a-7)—As required by 24 C.F.R. §570.603, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- Contract Work Hours and Safety Standards Act (40 U.S.C. §327 through 333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract

Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
- Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Drug-Free Workplace Act of 1998 (41 U.S.C. §701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.
- Resource Conservation and Recovery Act (42 U.S.C. §6962); 24 C.F.R. §84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- Financial management systems: Agency’s financial management systems must comply with the standards set forth in 24 C.F.R. §84.21.

- Use of real property (24 C.F.R. §570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the City and may involve reimbursing the City for any funds expended for the acquisition or improvement.
- Disposition of equipment (24 C.F.R. §570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the City.
- Procurement and Competitive Processes (24 C.F.R. § 200) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
- Records retention requirements (24 C.F.R. §570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the City's annual performance and evaluation report to US HUD (24 C.F.R. §91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

LEGAL SERVICES OF NORTH FLORIDA, INC. will provide a drug-free workplace by:

- (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) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; 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 employer 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: **LEGAL SERVICES OF NORTH FLORIDA, INC.** Date: _____

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-DR

Grant Number: _____

LEGAL SERVICES OF NORTH FLORIDA, INC. 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:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS 1741 NORTH PALAFOX ST
Pensacola, FL 32501

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

ESTIMATED: _____

SIGNED: _____
Certifying Officer

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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND VOLUNTARY EXCLUSION: PRIMARY COVERED TRANSACTIONS**

The Bidder/Firm certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Are registered with www.SAM.gov with a status of "Active" and have no active Exclusions cited;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR 29.110(a), by any Federal department or agency;
3. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; 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;
4. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local government entity with commission of any of the offenses enumerated in paragraph 3 of this certification; and
5. Have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default

The Bidder/Firm certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to subcontract under this contract, and shall not enter into any transaction with any subcontractor, material supplier or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Pensacola.

Signature: _____

Project Name: Title Clearance Program

Name: _____

Title: _____

Firm/Agency: Legal Services of North Florida, Inc.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 C.F.R. PART 570 & 2 C.F.R. PART 200

I/We hereby certify and affirm that the City of Pensacola has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 C.F.R. Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) and 2 C.F.R. Part 200 (http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting City of Pensacola's CDBG Program representative. If the issue or question cannot be resolved by the City's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the City's CDBG Program Representative by this agency.

LEGAL SERVICES OF NORTH FLORIDA, INC.

By:_____

Date:_____

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.
By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-968

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Jared Moore

SUBJECT:

HANDBOOK FOR APPOINTED BOARDS, COMMISSIONS AND AUTHORITIES

RECOMMENDATION:

That City Council approve the Handbook for Appointed Boards, Commissions and Authorities

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Charter Section 5.05 - City Boards, Commissions and Authorities states the following:

- (a) Establishment. Unless otherwise provided by law, City Council shall establish or terminate by ordinance, such boards, commissions and authorities as it may deem advisable from time to time: and
- (b) Membership and Removal - Unless otherwise provided by law, City Council shall determine procedures, membership and removal from City boards, commissions and authorities.

Currently, there are fourteen Boards, Commissions and Authorities under the auspices of Charter Section 5.05. The goal of the handbook is to create consistency among the boards regarding process, procedures and guidelines as well as a level of procedural oversight for City Council created Boards, Commissions and Authorities.

Once approved, staff will bring forward amendments to enabling ordinances where needed.

Please note, over time, staff worked with City staff members of the various boards on the preparation of this document. This document has been developed, revised and amended over a number of years, coming to fruition with the document presented for City Council's consideration.

PRIOR ACTION:

June 8, 2020 - City Council held a discussion regarding the Handbook

September 12, 2022 - An item was presented for Council consideration, but withdrawn by the Sponsor to allow for legal review -- which took place by City Attorney Charlie Pepler

February 15, 2023 - City Council held a discussion regarding the Handbook

April 24, 2023 - City Council held a workshop regarding Board viability, wherein the handbook was included as an attachment and referenced

May 22, 2023 - City Council held a workshop regarding Board viability, wherein the handbook was included as an attachment and referenced

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. REVISED HANDBOOK AS AMENDED BY COUNCIL
2. Draft Handbook

PRESENTATION: No

Handbook for Appointed Boards, Commissions & Authorities

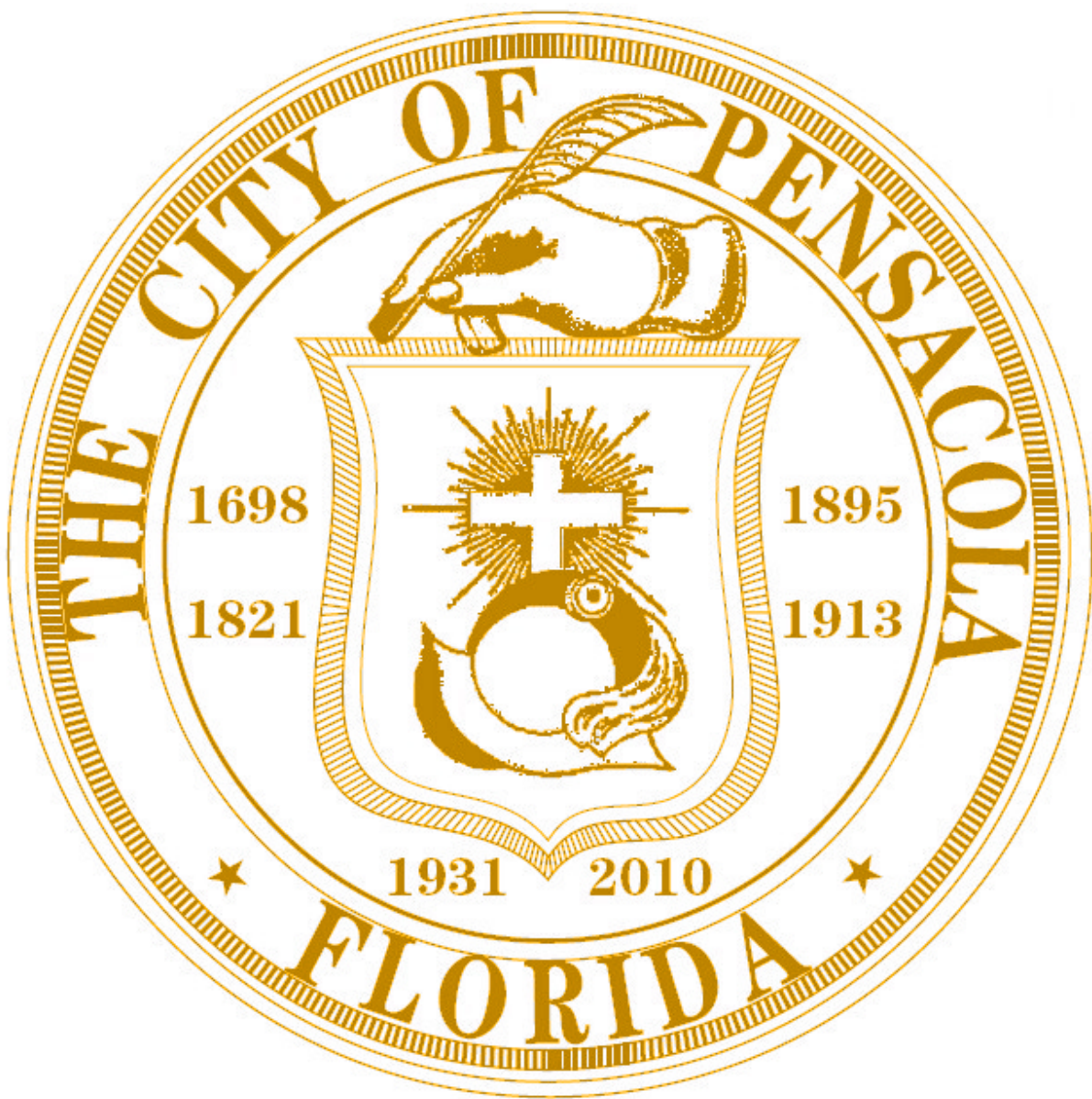


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INTRODUCTION

The City Council appoints members to the City's Boards, Commission and Authorities. These bodies have functions from being advisory in nature to quasi-judicial in form. Each has its own function, role and responsibility that must be maintained for efficient and effective operations. Remaining focused on the roles, responsibilities and reporting tract helps to ensure that each Board, Commission or Authority is functioning in accordance with Council directives, City code and the City Charter.

All City of Pensacola Boards, Commissions, Authorities and Task Forces (hereinafter referred to a "Board") serve at the pleasure of the City Council. Each of these entities was created for a different reason and has defined relationships and responsibilities. Each appointed body has a specific scope of authority as provided by City Ordinance, State Statute or Council action. These bodies do not set policy, but rather serve as Council representatives for their specific discipline, serving as a citizen sounding board where appropriate.

DEFINITIONS

Quasi-Judicial – When a governmental body (such as the Planning Board or Architectural Review Board) applies law to a particular set of facts or circumstances to reach a decision, the decision is "quasi-judicial" because the governmental body is taking an action similar to that taken by a judge. "Quasi" means nearly, almost, or like. Traditionally, "court like" procedures of government have come to be known as "quasi-judicial" because they are like those procedures used by courts.

Quadi-Judicial proceedings -- Among other things, Boards functioning in a quasi-judicial capacity are responsible for taking action to approve or deny certain types of site plans or other requests as required by City Code, as well as making recommendations to the City Council on Zoning map amendments. These actions involve the application of law to a certain set of circumstances.

The Florida Supreme Court recognized that decision of local government that apply law to specific circumstances such as zoning changes are judicial in nature. The Supreme Court decided these "quasi-judicial" decision should be made in proceedings conducted with most of the same protections available to those persons who are presenting a case in court. These protections include the right to have all witnesses testify under oath, the right of opposing sides to ask questions of each other's witnesses, and the right of each side to hear everything said to the decision maker.

Boards – Boards serve in an advisory and/or investigatory capacity to the City Council. They can also function in a quasi-judicial capacity. Boards are usually standing bodies, involved with ongoing subject areas.

Commissions -- Commission may have administrative, quasi-judicial or advisory powers based on the enabling ordinance or council action. Commissions are standing ,more permanent bodies, involved with ongoing subject areas.

Committees – Committees are usually temporary bodies organized according to specific goal's accomplishment. Committees usually act in an advisory and/or investigatory capacity.

Task Force -- Task Forces are specific bodies designed to aid in accomplishing a specific goal, policy, or project. Task Forces are not usually standing bodies, unless the nature of the subject area dictates otherwise.

BOARD, COMMISSION AND AUTHORITY APPOINTMENT INFORMATION

Important information a citizen would need to know regarding appointment to a Board, Commission, Authority or Task Force:

- (a) All appointments require formal action of the City Council.
- (b) Terms of office for individual Boards will be set forth in the enabling legislation or council action.
- (c) The City Clerk's Office will send out notices for openings for Boards. Incumbent members will be required to file an application of interest with the City Clerk, prospective new members will need to file an application of interest and will be required to be nominated by a member of City Council or the Mayor..

** Please note – a request by an incumbent to remain on a board is not a guarantee of reappointment, that determination is solely at the discretion of the City Council

- (d) The size of any Board will be set forth within the enabling legislation or council action.
- (e) City Boards will reflect, to the greatest extent possible, diversity in makeup.

- (f) Where the City Code or Council action is silent to residency, individuals appointed to Boards must reside within the city limits of Pensacola; excepting those specialty positions set forth in the enabling legislation or council action.

APPLICATION

The City Clerk's office maintains a file of all interested citizens for boards. An interested citizen should complete an application of interest and submit it to the City Clerk. As vacancies arise, notice will be provided to the City Council and general public. An applicant meeting all the qualifications and who, where required, have been nominated by a member of the City Council, will be presented to the City Council for consideration. To be appointed an applicant must receive a majority vote of the existing membership of City Council. Applications can be accessed via the City of Pensacola website at www.cityofpensacola.com, under the City Government – Boards & Commission tab. Or by contacting the City Clerk's Office:

City Clerk's Office
222 W. Main St.
Pensacola, FL 32502
(850) 435-1606

BOARDS, COMMISSIONS, AND AUTHORITY'S LISTING

Architectural Review Board

Description The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located, within the historic districts, preservation districts, and the Governmental Center District.

Membership Seven members, appointed by the City Council. Two (2) members are nominated by West Florida Historic Preservation, Inc., each of whom shall be a resident of the City of Pensacola; one (1) member shall be either a member of the City Planning Board, or a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) members shall be registered architects, each of whom shall be a City resident; one (1) member who is a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

Term of Office Two years

Code Enforcement Authority

Description A Special Magistrate shall function as the Judge for the City of Pensacola's Code Enforcement Authority, Parking Enforcement, and Electronic Enforcement. Special Magistrates shall be approved by the City Council.

Construction Board of Adjustment & Appeals

Description The Construction Board of Adjustment and Appeals reviews and grants or denies applications for variances and waivers of all technical codes, including the building code, the plumbing code, the gas code, the mechanical code, the electrical code, the minimum housing code, the unsafe building abatement code, and the swimming pool code; however, not the life safety and fire prevention codes. Serves as the regulation and discipline board for holders of City plumbing and gas certificates of competency. Reviews the appeals of the interpretation of the Building Official in regards to technical codes.

Membership Seven members and two alternates, appointed by the City Council. The board shall be comprised as follows: one (1) registered architect, one (1) registered professional engineer, one (1) general or building contractor, one (1) electrical contractor, one (1) plumbing and gas contractor, one (1) mechanical contractor and one

(1) member at large from the public. Alternates shall be one (1) member at large from the construction industry and one (1) member at large from the public. Board members are not required to be City residents

Term of Office Three years (alternates serve two-year terms)

Eastside Redevelopment Board

Description The Eastside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. (Ord. #09-13 adopted 3/14/13)

Membership The Eastside Redevelopment Board shall consist of five (5) members: Two (2) homeowners and one (1) owner of a business located within the Eastside Neighborhood TIF District area appointed by the City Council; one (1) representative of the Eastside Neighborhood Improvement Association designated by the association; and one (1) member of City Council.

Term of Office Three years

Environmental Advisory Board

Description The Environmental Advisory Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

Membership The Board shall be composed of nine (9) members appointed by the City Council: Five (5) members who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues. To the extent practicable, members will be residents or property owners of the City. Four (4) at-large members who are residents or property owners of the City.

Term of Office Two years

Fire Pension Board of Trustees

Description The Board of Trustees for the Firemen's Relief and Pension Fund oversees the administration of the Firemen's Pension Plan and investment of Pension Funds.

Membership Five members; two (2) appointed by the City Council; two (2) elected by firefighters; and one (1) appointed by other four members.

Term of Office Two years

Fire Prevention Board of Appeals

Description The Fire Prevention Board of Appeals was established by Council ordinance as a Board of Appeals to review grievance regarding the decisions of the Fire Marshal.

Membership Five members and two alternates, appointed by the City Council. Members shall have expertise in building construction and fire safety standards. No more than one member or alternate shall be engaged in the same business profession, or line of endeavor.

Term of Office Three years

General Pension Board of Trustees

Description The General Pension Board of Trustees oversees administration of the General Pension Plan and investment of Pension Funds.

Membership Six members; three (3) are appointed by City Council and one (1) by the Council President. The remaining two (2) members are elected by employees participating in the general pension plan.

Term of Office Six years (Council appointees); Six years (Employee representatives); The Council President's appointee serves at the Council President's pleasure.

Parks & Recreation Board

Description Members of the parks and recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend

neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and budgets and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board, based on informed review, shall also provide input to staff, council and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

Membership Nine members, appointed by the City Council.

Term of Office Three years

Planning Board

Description The Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats and proposed street/alley vacations. Board initiates studies on the location, condition, and adequacy of specific facilities of the area, i.e., housing, parks, public buildings. Board schedules and conducts public meetings and hearings pertaining to land development and hears variance requests within the Gateway Redevelopment District and the Waterfront Redevelopment District.

Membership Seven members, appointed by the City Council.

Term of Office Two years

Police Pension Board of Trustees

Description The Board of Trustees of the Police Officer's Retirement Fund oversees the administration of the Police Pension Plan and investment of Pension Funds.

Membership Five members; two (2) appointed by City Council; two (2) elected by police officers; one (1) appointed by other four members.

Term of Office Two years

Urban Core Redevelopment Board

Description The Urban Core Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas.

Membership The Urban Core Redevelopment Board shall consist of members appointed by the City Council. One member shall be a member of City Council. The following areas shall each have a member representing it on the Board: Belmont DeVilliers Area (one seat); Central Business Area (one seat); East Hill Area (one seat); Gateway Area (one seat); Historic District – Aragon Area (one seat); Long Hollow Area (one seat); North Hill Area (one seat); Old East Hill Area (one seat); Tanyard Area (one seat); Waterfront Area (one seat). Members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent. No member shall be a paid employee of the City. No Area may be represented by more than one member at a time; should no eligible person be identified to serve for a particular Area, then that seat shall remain empty until such time as an eligible person is appointed to serve.

Term of Office Three years

Westside Redevelopment Board

Description The Westside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. (Ord. #33-14 adopted 9/11/14)

Membership The Westside Redevelopment Board consists of seven (7) members: Six (6) members who are redevelopment area residents, members of area neighborhood associations, or owners or operators of businesses located in the redevelopment area; and one (1) member of City Council.

Term of Office Three years

Zoning Board of Adjustment

Description The Zoning Board of Adjustments reviews and grants or denies applications for variances, waivers, and special exceptions to the Land Development Code. The Board hears and decides on appeals when it is alleged that there is error in

any order, requirement, decision, or determination made by an administrative officer in the enforcement of the Land Development Code.

Membership Nine members, appointed by the City Council. Members must be residents or freeholders of the City.

Term of Office Three years

GENERAL OPERATING PROCEDURES

Selection of Chairperson

The Chairperson (Chair) of any board is crucial to an efficiently run meeting. The board shall elect a chairperson and vice-chairperson from among its members on an annual basis. A nomination of a board member will be made, if accepted, an affirmative vote of a majority of the existing membership is necessary for approval.

Powers of the Chairperson

The chair is responsible for conducting the meeting and acting as liaison between staff and the board. The chair also has the power to limit discussion during the meeting to the main issue under consideration and to end debate when it ceases to be productive. The presiding officer has the right to make second motions, participate in debate and vote on all matters before the board. Robert's Rules of Order will be used as a guide for parliamentary procedures by all boards.

Attendance

At the beginning of each meeting, roll call shall be taken and absences noted. In order to be an effective board, regular attendance by the members is expected. The following governs attendance at meetings:

- (a) Regardless of the meeting frequency of the board, no member shall miss in excess of 25% of the board's meetings within a twelve (12) month period, or more than three consecutive meetings. Attendance information shall be communicated to the Council Executive by the Board Chair or city staffing member of that board. The Council Executive will contact the board member to ensure their status and desire to remain on the board has not changed and to ascertain the reasons for the absences. This information will be relayed to City Council who may, at their discretion, treat such absences as the member's resignation.
- (b) Resignations shall be submitted, in writing, to the City Clerk and/or Council Executive. Resignations shall be effective when submitted or on the date requested by the board member to become effective. Upon notice of vacancy, the City Clerk will follow the normal process for filling a vacancy.

Voting and Quorum

A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For each board meeting, the determination of a quorum should follow immediately after the roll call. If there is not a quorum present, the Chair can call the meeting to order, announce the absence of a quorum and share information without formal action, pending the establishment of a quorum or adjourn the meeting.

For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board. In accordance with guidance from the Attorney General's Office, if a board member is present (within the building) and no conflict of interest exists, the board member must cast a vote on items coming before them.

Vote results should be announced and recorded in a way that reflects the vote of those present. For example, if 5 board members are present on a 7-member board, the results should reflect that the item passes 5-0 with two members absent. It should not be reflected as the item passes unanimously, as not all members were present. If all members are present and an item passes 7-0, then a unanimous result is appropriate.

PUBLIC INPUT AND PARTICIPATION

All meetings of Boards must be open to the public. All boards shall allow for full and ample opportunities to receive public input at board meetings. The public shall be afforded a reasonable opportunity to provide input on any agenda item or action item prior to a vote or action being taken. In addition, there shall be an Open Forum opportunity for members of the public to provide input on items not on the agenda, in a reasonable and orderly manner.

RULES AND PROCEDURES

Each board will have a set of rules and procedures which have been approved by the City Council, these rules and procedures will supersede any existing rules, guidelines, or bylaws. Any proposed amendments to the rules and procedures must be approved by the City Council before becoming effective. When an issue arises that the board's rules and procedures are silent, the City Council rules and procedures shall take precedence.

CODE OF ETHICS

All board members shall be subject 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. Further, board members shall be provided with annual ethics and Sunshine Law training by a member of Council staff or the City Attorney's Office.

REMOVAL OF BOARD MEMBERS

Removal of board members shall be in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council.

PENSACOLA IN THE SUNSHINE

Florida's Government in the Sunshine Law provides a right of access to governmental proceedings at both the state and local levels. The law is equally applicable to elected and appointed Boards and has been applied to any gathering of two (2) or more members of the same Board to discuss some matter which could foreseeably come before that Board for action. There are three basic requirements of §286.011, Florida Statutes:

1. Meetings of public Boards and Commissions must be open to the public;
2. Reasonable notice of such meetings must be given; and
3. Minutes of the meeting must be taken.

The law applies to elected and appointed Boards of any government agency in the state of Florida. It equally binds advisory boards whose powers are limited to making recommendations to a public agency and which possess no authority to bind that agency.

Even though an Advisory Board must submit their recommendations for review by an elected body it does not exempt them from the provisions of this law.

Meetings are defined as any gathering whether formal or casual of two (2) or more members of the same Board to discuss some matter on which foreseeable action will be taken by the public board. This rule extends to telephone conversations and e-mail communication, and even instant messaging conversations, whether in person or on public or private devices. This can extend further to a casual lunch between two (2) members of a Board – if they discuss some issue that the appointed body to which they belong, that lunch becomes a public meeting and is subject to all the provisions of the Sunshine Law.

While this may seem very restrictive, it is not the case. Appointed members of Boards must remain aware of with whom they are communicating and what is being discussed.

The safest course of action is to avoid discussion about matters that will come before the advisory body, with other members of the body, except when attending a meeting of that body. Should questions arise about this law, contact staff with your concern.

CONFLICT OF INTEREST

Generally, a conflict of interest exists when a board member influences a decision of the board that will (or has the potential to) materially affect the individual's financial interest. Questions involving conflicts of interest are each unique unto themselves, and each potential conflict must be considered individually in order for proper legal guidance to be given. Any Board member who has a question concerning a possible conflict of interest may contact the City Attorney's Office or a private attorney, and should do so immediately.

DEFINITIONS

Breach of public trust –

A violation of a provision of the State Constitution or Florida Statutes which establishes a standard of ethical conduct, a disclosure requirement, or a prohibition applicable to public officers or employees in order to avoid conflicts between public duties and private interests.

Business Associate –

Any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venture, co-owner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

Conflict or conflict of interest –

A situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

Material interest—

A direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of this act, indirect ownership does not include ownership by a spouse or minor child.

Public Officer –

Any person elected or appointed to hold office in any agency, including an advisory body.

Relative –

An individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, or wife.

Section 112.3143(3)(a), Florida Statute, prohibits a county, municipal or other local public officer from voting on any measure which inures to his or her special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal or parent organization or subsidiary of a corporate principal, other than a public agency, by who he or she is retained; or which the officer knows would inure to the special private gain or loss of a relative or business associate of the officer. An exception exists for a commissioner of a community redevelopment agency created or designated pursuant to Sec. 163.356 F.F. or Sec 163.357 F. S. or an officer of an independent special tax district elected on a one-acre, one-vote basis. Section 112.3143(3) (b), F.S.

Florida law requires that all persons appointed to boards disclose any financial interests they have by filing disclosure forms and must abstain from participating in any matters before their board that may have an impact on their financial interest. In effect, if a board member does business with a person or business coming before the board, it is essential for that member to not participate in the proceedings, or the individual will be in violation of the law. In addition, members of boards are required to abstain from voting when a conflict of interest is involved. This means that they may not vote on any matter which may have an impact on themselves, a family member, or someone who retains their services.

When an individual abstains from voting, a voting conflict form 8B provided by the City, must be completed and returned within 14 days after the vote occurs. This form must be attached to the official minutes of the meeting.

If you believe you have a possible conflict of interest in any matter before your advisory body, contact the City Attorney's officer or City Clerk's office before taking any official action on the matter where the conflict may exist.

STEPS TO RESOLVE A CONFLICT OF INTEREST

Notwithstanding the provision of Sec. 112.3143, Florida Statutes, or subsequent superseding legislation, a board 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. The board member must complete a FORM 8B and submit it to the City Clerk's Office within 15 days of the abstention. The requirement for board members to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.

Who Must File Form 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, committee or task force. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

1. You must complete and file Form 8B (before making any attempt to influence the decision) with the person responsible for recording the minutes or the meeting, who will incorporate the form in the minutes.
2. A copy of the form must be provided immediately to the other members.
3. The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.

- You must complete Form 8B and file it within 14 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

EXPECTATIONS FOR BOARD MEMBERS

Citizen input on City programs and services are vital to ensuring their relevance, efficiency and effectiveness to the community. Using citizen Boards on various issues is an important way for the City Council and City of Pensacola administration to receive and consider citizen input.

Serving on a City of Pensacola Board can be challenging and rewarding. The information given below should help board members understand some of the expectations the City of Pensacola has for them in their respective roles.

1. Every member has a valuable contribution to make and each member should respect and consider each other's input in a particular subject. Boards are expected and encouraged to respect the diversity of opinions of each member.
2. Members are expected to seek out and consider input from citizens interested in an issue or parties impacted by actions of the body prior to making a final determination on an issue.
3. Boards represent the City of Pensacola and the Pensacola City Council, in their appointed roles. All members are expected to conduct themselves in a manner that demonstrates **respect, integrity, teamwork, and competence**.
4. Members should periodically take the time to set realistic and achievable goals and allow enough time to do a good job on each issue.
5. Board members are asked to regularly attend all meetings. Members should notify staff prior to the meeting about potential absences.
6. All persons involved in Boards should treat each other with fairness and respect. Interactions between Board members and City staff not meeting this standard should be brought to the attention of the Council Executive.
7. Board members are expected to stay within the guidelines and roles set forth for their particular board.

EXPECTATIONS FOR BOARD CHAIRPERSONS

Chairpersons of Boards have several important responsibilities, which are essential to the effectiveness of the respective group. These responsibilities include:

1. Conduct meetings in an efficient manner, focusing on the issues relevant to the functions and mission.
2. Regulate and facilitate discussion among board members to ensure that all viewpoints are represented. Give each member the opportunity to express ideas and/or concerns on issues that are being considered by the Board.
3. Provide an opportunity for the public to be heard both during the open forum portion of the meeting and prior to a vote being taken on any given item.
4. Ensure compliance with the “Government in the Sunshine” laws.
5. Ensure compliance with appropriate rules and procedures.
6. Assist in orienting new board members about the function, role and mission of the board.
7. Assist in mediating conflicts or disputes between members during meetings.
8. Serve as primary contact with staff.

OTHER MEETING GUIDELINES WHEN DISCUSSING ISSUES

1. When an item or topic is first introduced or a main motion is made, allow all question for information purposes to be asked before opening to debate.
2. Discourage the repetition of arguments. Attempt to call on people what have not yet spoken before those who have already spoken. Discourage dialogues that start up between two individuals in debate. Members are not recognized to speak but through the Chairperson.
3. If debate carries on too long, impose time limits on speakers.

MEETING PROCEDURE

It is important that all organizations have underlying organizational structure and procedures. Robert's Rules of Order will be a guide for all boards. The guidelines below provide guidance for members and the general public. Some City boards currently use a similar format that is given below. This list has been created to provide a framework for board procedures:

The following three (3) points are always in order:

1. **Point of Order:** a question about process, or objection and suggestion of alternative process. May include a request for the facilitator to rule on process. Can only be called by a Board member.
2. **Point of Information:** a request for information on a specific question, either about process or about the content of a motion. This is not a way to get the floor to say something you think people should know.
3. **Point of Personal Privilege:** a comment addressing a person need – a direct response to a comment defaming one's character, a plea to open the windows, etc.

MOTIONS

All motions must be seconded and are adopted by a majority vote of the existing membership of the board. All motions may be debated unless otherwise noted. Motions are in order of precedence: motions may be made only if no motion of equal or higher precedence is on the floor (i.e. don't do a number 5 (move to end debate) when the body is discussing a number 4 (move to suspend rules)).

1. **Motion to Adjourn:** not debatable; goes to immediate majority vote. If all business has concluded, the Chairperson may adjourn the meeting without a motion.
2. **Motion to Recess:** not debatable. May be for a specific time.
3. **Motion to Appeal the Facilitator's Decision:** Not debatable; goes to immediate vote and allows the body to overrule a decision made by the chair.
4. **Motion to Suspend the Rules:** suspends formal process for dealing with a specific question. Debatable; requires simple majority vote.
5. **Motion to End Debate and Vote or Call the Question:** applies only to the motion on the floor. Not debatable; requires simple majority vote.
6. **Motion to Extend Debate:** can be general, or for a specific time or number of speakers. Not debatable.
7. **Motion to Amend:** must be voted for by a majority to be considered and by a simple majority to be passes: If amendment is accepted as "friendly" by the proposer of the amendment then many bodies will allow it to be accepted without formal vote; this is a way of including a consensus-building process into procedure without endless debate over amendments to amendments. Strictly speaking, however, once the main motion is made it is the property of the body to amend.
8. **Main Motion:** what it is you're debating and amending.
9. **Voice Vote:** The form of voting on a motion by which the Chairperson asks those in favor to respond to the motion in question by saying "aye" and then asks those opposed to the motion to say "no." If the "ayes" have the majority, the Chairperson will state that the motion has passed. If the prevailing side is negative, the Chairperson will state that the motion has failed. The vote should be announced and recorded according to the number of members present. (I.e. If 5 members of a 7-member board are present and a motion passes 5-0, the vote should be recorded as passing 5-0 with two (2) absent).
10. **Roll Call Vote:** The form of voting on a motion by which the Chairperson request staff to conduct a vote by calling the roll. Each member answers as their name is called and staff records their vote. An entry must b e made in the minutes of each member and how they voted. This method of voting is very time consuming and is not normally used.

HELPFUL LINKS

City of Pensacola website, calendar, forms, information:

www.Cityofpensacola.com

Code of Ordinances and Land Development Code:

www.municode.com

State of Florida Ethics

www.ethics.state.fl.us

Handbook for Appointed Boards, Commissions & Authorities

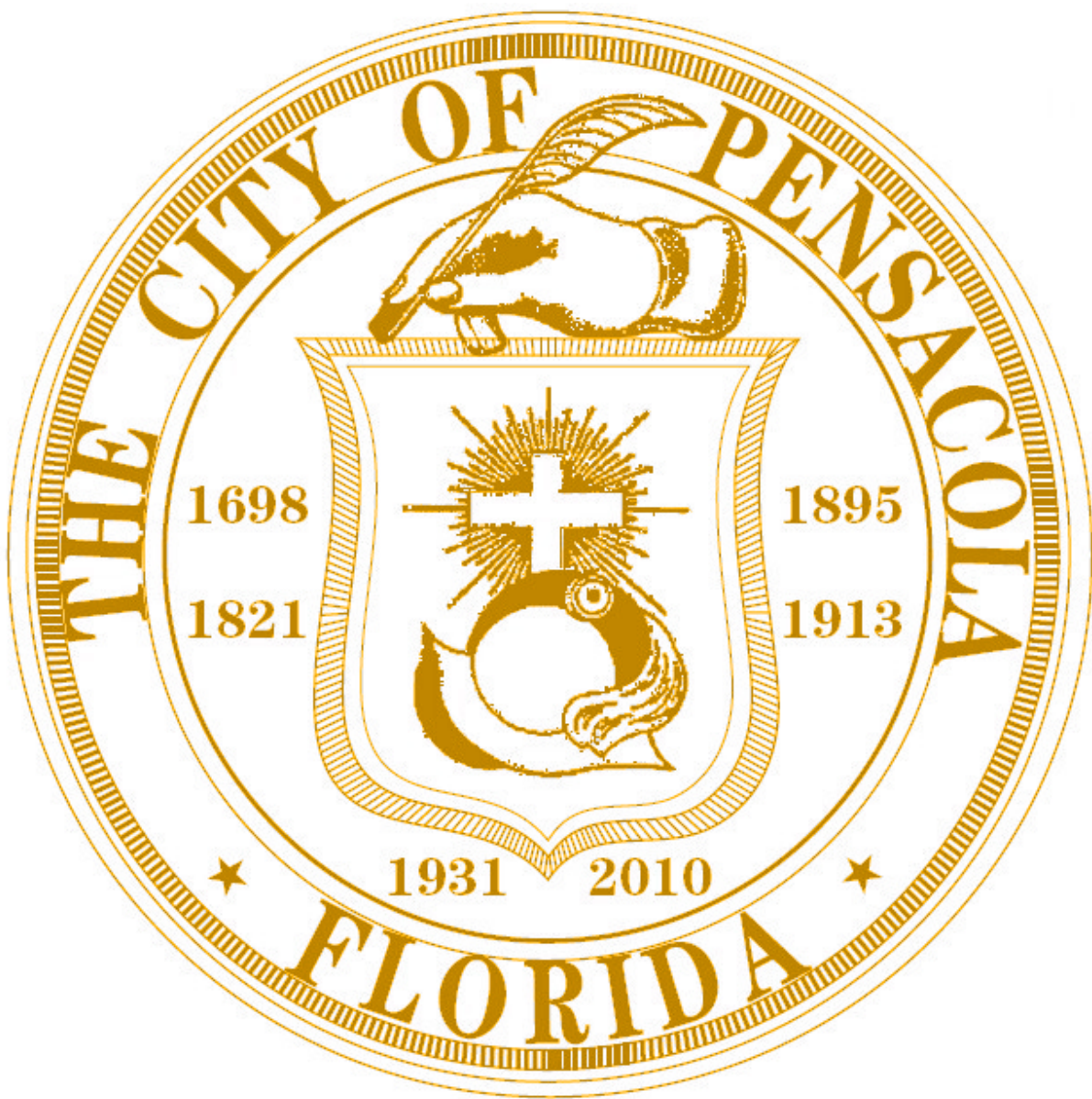


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INTRODUCTION

The City Council appoints members to the City's Boards, Commission and Authorities. These bodies have functions from being advisory in nature to quasi-judicial in form. Each has its own function, role and responsibility that must be maintained for efficient and effective operations. Remaining focused on the roles, responsibilities and reporting tract helps to ensure that each Board, Commission or Authority is functioning in accordance with Council directives, City code and the City Charter.

All City of Pensacola Boards, Commissions, Authorities and Task Forces (hereinafter referred to a "Board") serve at the pleasure of the City Council. Each of these entities was created for a different reason and has defined relationships and responsibilities. Each appointed body has a specific scope of authority as provided by City Ordinance, State Statute or Council action. These bodies do not set policy, but rather serve as Council representatives for their specific discipline, serving as a citizen sounding board where appropriate.

DEFINITIONS

Quasi-Judicial – When a governmental body (such as the Planning Board or Architectural Review Board) applies law to a particular set of facts or circumstances to reach a decision, the decision is "quasi-judicial" because the governmental body is taking an action similar to that taken by a judge. "Quasi" means nearly, almost, or like. Traditionally, "court like" procedures of government have come to be known as "quasi-judicial" because they are like those procedures used by courts.

Quadi-Judicial proceedings -- Among other things, Boards functioning is a quasi-judicial capacity are responsible for taking action to approve or deny certain types of site plans or other requests as required by City Code, as well as making recommendations to the City Council on Zoning map amendments. These actions involve the application of law to a certain set of circumstances.

The Florida Supreme Court recognized that decision of local government that apply law to specific circumstances such as zoning changes are judicial in nature. The Supreme Court decided these "quasi-judicial" decision should be made in proceedings conducted with most of the same protections available to those persons who are presenting a case in court. These protections include the right to have all witnesses testify under oath, the right of opposing sides to ask questions of each other's witnesses, and the right of each side to hear everything said to the decision maker.

Boards – Boards serve in an advisory and/or investigatory capacity to the City Council. They can also function in a quasi-judicial capacity. Boards are usually standing bodies, involved with ongoing subject areas.

Commissions -- Commission may have administrative, quasi-judicial or advisory powers based on the enabling ordinance or council action. Commissions are standing or permanent bodies, involved with ongoing subject areas.

Committees – Committees are usually temporary bodies organized according to specific goal's accomplishment. Committees usually act in an advisory and/or investigatory capacity.

Task Force -- Task Forces are specific bodies designed to aid in accomplishing a specific goal, policy, or project. Task Forces are not usually standing bodies, unless the nature of the subject area dictates otherwise.

BOARD, COMMISSION AND AUTHORITY APPOINTMENT INFORMATION

Important information a citizen would need to know regarding appointment to a Board, Commission, Authority or Task Force:

- (a) All appointments require formal action of the City Council.
- (b) Terms of office for individual Boards will be set forth in the enabling legislation or council action. Based on the term of office, in no event shall an individual board member serve more than twelve (12) consecutive years on a single board. In the event that a term limit expires, an individual must sit out for the period of a single term as defined within the enabling legislation or Council action before being placed back on the same board.
- (c) The City Clerk's Office will send out notices for openings for Boards. Incumbent members will be required to file an application of interest with the City Clerk, prospective new members will need to file an application of interest and will be required to be nominated by a member of City Council or the Mayor..

** Please note – a request by an incumbent to remain on a board is not a guarantee of reappointment, that determination is solely at the discretion of the City Council

- (d) The size of any Board will be set forth within the enabling legislation or council action.

- (e) City Boards will reflect, to the greatest extent possible, diversity in makeup.
- (f) Where the City Code or Council action is silent to residency, individuals appointed to Boards must reside within the city limits of Pensacola; excepting those specialty positions set forth in the enabling legislation or council action.

APPLICATION

The City Clerk's office maintains a file of all interested citizens for boards. An interested citizen should complete an application of interest and submit it to the City Clerk. As vacancies arise, notice will be provided to the City Council and general public. An applicant meeting all the qualifications and who, where required have been nominated by a member of the City Council, will be presented to the City Council for consideration. To be appointed an applicant must receive a majority vote of the existing membership of City Council. Applications can be accessed via the City of Pensacola website at www.cityofpensacola.com, under the City Government – Boards & Commission tab. Or by contacting the City Clerk's Office:

City Clerk's Office
222 W. Main St.
Pensacola, FL 32502
(850) 435-1606

BOARDS, COMMISSIONS, AND AUTHORITY'S LISTING

Architectural Review Board

Description The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located, within the historic districts, preservation districts, and the Governmental Center District.

Membership Seven members, appointed by the City Council. Two (2) members are nominated by West Florida Historic Preservation, Inc., each of whom shall be a resident of the City of Pensacola; one (1) member shall be either a member of the City Planning Board, or a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) members shall be registered architects, each of whom shall be a City resident; one (1) member who is a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

Term of Office Two years

Code Enforcement Authority

Description A Special Magistrate shall function as the Judge for the City of Pensacola's Code Enforcement Authority, Parking Enforcement, and Electronic Enforcement. Special Magistrates shall be approved by the City Council.

Construction Board of Adjustment & Appeals

Description The Construction Board of Adjustment and Appeals reviews and grants or denies applications for variances and waivers of all technical codes, including the building code, the plumbing code, the gas code, the mechanical code, the electrical code, the minimum housing code, the unsafe building abatement code, and the swimming pool code; however, not the life safety and fire prevention codes. Serves as the regulation and discipline board for holders of City plumbing and gas certificates of competency. Reviews the appeals of the interpretation of the Building Official in regards to technical codes.

Membership Seven members and two alternates, appointed by the City Council. The board shall be comprised as follows: one (1) registered architect, one (1) registered professional engineer, one (1) general or building contractor, one (1) electrical contractor, one (1) plumbing and gas contractor, one (1) mechanical contractor and one

(1) member at large from the public. Alternates shall be one (1) member at large from the construction industry and one (1) member at large from the public. Board members are not required to be City residents

Term of Office Three years (alternates serve two-year terms)

Eastside Redevelopment Board

Description The Eastside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. (Ord. #09-13 adopted 3/14/13)

Membership The Eastside Redevelopment Board shall consist of five (5) members: Two (2) homeowners and one (1) owner of a business located within the Eastside Neighborhood TIF District area appointed by the City Council; one (1) representative of the Eastside Neighborhood Improvement Association designated by the association; and one (1) member of City Council.

Term of Office Three years

Environmental Advisory Board

Description The Environmental Advisory Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

Membership The Board shall be composed of nine (9) members appointed by the City Council: Five (5) members who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues. To the extent practicable, members will be residents or property owners of the City. Four (4) at-large members who are residents or property owners of the City.

Term of Office Two years

Fire Pension Board of Trustees

Description The Board of Trustees for the Firemen's Relief and Pension Fund oversees the administration of the Firemen's Pension Plan and investment of Pension Funds.

Membership Five members; two (2) appointed by the City Council; two (2) elected by firefighters; and one (1) appointed by other four members.

Term of Office Two years – Term limits shall not apply to Pension Board Trustees.

Fire Prevention Board of Appeals

Description The Fire Prevention Board of Appeals was established by Council ordinance as a Board of Appeals to review grievance regarding the decisions of the Fire Marshal.

Membership Five members and two alternates, appointed by the City Council. Members shall have expertise in building construction and fire safety standards. No more than one member or alternate shall be engaged in the same business profession, or line of endeavor.

Term of Office Three years

General Pension Board of Trustees

Description The General Pension Board of Trustees oversees administration of the General Pension Plan and investment of Pension Funds.

Membership Six members; three (3) are appointed by City Council and one (1) by the Council President. The remaining two (2) members are elected by employees participating in the general pension plan.

Term of Office Six years (Council appointees); Six years (Employee representatives); The Council President's appointee serves at the Council President's pleasure. Term limits shall not apply to Pension Board Trustees.

Parks & Recreation Board

Description Members of the parks and recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend

neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and budgets and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board, based on informed review, shall also provide input to staff, council and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

Membership Nine members, appointed by the City Council.

Term of Office Three years

Planning Board

Description The Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats and proposed street/alley vacations. Board initiates studies on the location, condition, and adequacy of specific facilities of the area, i.e., housing, parks, public buildings. Board schedules and conducts public meetings and hearings pertaining to land development and hears variance requests within the Gateway Redevelopment District and the Waterfront Redevelopment District.

Membership Seven members, appointed by the City Council.

Term of Office Two years

Police Pension Board of Trustees

Description The Board of Trustees of the Police Officer's Retirement Fund oversees the administration of the Police Pension Plan and investment of Pension Funds.

Membership Five members; two (2) appointed by City Council; two (2) elected by police officers; one (1) appointed by other four members.

Term of Office Two years -- Terms limits shall not apply to Pension Board Trustees.

Urban Core Redevelopment Board

Description The Urban Core Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas.

Membership The Urban Core Redevelopment Board shall consist of members appointed by the City Council. One member shall be a member of City Council. The following areas shall each have a member representing it on the Board: Belmont DeVilliers Area (one seat); Central Business Area (one seat); East Hill Area (one seat); Gateway Area (one seat); Historic District – Aragon Area (one seat); Long Hollow Area (one seat); North Hill Area (one seat); Old East Hill Area (one seat); Tanyard Area (one seat); Waterfront Area (one seat). Members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent. No member shall be a paid employee of the City. No Area may be represented by more than one member at a time; should no eligible person be identified to serve for a particular Area, then that seat shall remain empty until such time as an eligible person is appointed to serve.

Term of Office Three years

Westside Redevelopment Board

Description The Westside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. (Ord. #33-14 adopted 9/11/14)

Membership The Westside Redevelopment Board consists of seven (7) members: Six (6) members who are redevelopment area residents, members of area neighborhood associations, or owners or operators of businesses located in the redevelopment area; and one (1) member of City Council.

Term of Office Three years

Zoning Board of Adjustment

Description The Zoning Board of Adjustments reviews and grants or denies applications for variances, waivers, and special exceptions to the Land Development Code. The Board hears and decides on appeals when it is alleged that there is error in

any order, requirement, decision, or determination made by an administrative officer in the enforcement of the Land Development Code.

Membership Nine members, appointed by the City Council. Members must be residents or freeholders of the City.

Term of Office Three years

GENERAL OPERATING PROCEDURES

Selection of a Chairperson

The Chairperson (Chair) of any board is crucial to an efficiently run meeting. The board shall elect a chairperson and vice-chairperson from among its members on an annual basis. A nomination of a board member will be made, if accepted, an affirmative vote of a majority of the existing membership is necessary for approval.

Powers of the Chairperson

The chair is responsible for conducting the meeting and acting as liaison between staff and the board. The chair also has the power to limit discussion during the meeting to the main issue under consideration and to end debate when it ceases to be productive. The presiding officer has the right to make and second motions, participate in debate and vote on all matters before the board. Robert's Rules of Order will be used as a guide for parliamentary procedures by all boards.

Attendance

At the beginning of each meeting, roll call shall be taken and absences noted. In order to be an effective board, regular attendance by the members is expected. The following governs attendance at meetings:

- (a) Regardless of the meeting frequency of the board, no member shall miss in excess of 25% of the board's meetings within a twelve (12) month period, or more than three consecutive meetings. Attendance information shall be communicated to the Council Executive by the Board Chair or city staffing member of that board. The Council Executive will contact the board member to ensure their status and desire to remain on the board has not changed and to ascertain the reasons for the absences. This information will be relayed to City Council who may, at their discretion, treat such absences as the member's resignation.
- (b) Resignations shall be submitted, in writing, to the City Clerk and/or Council Executive. Resignations shall be effective when submitted or on the date requested by the board member to become effective. Upon notice of vacancy, the City Clerk will follow the normal process for filling a vacancy.

Voting and Quorum

A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For each board meeting, the determination of a quorum should follow immediately after the roll call. If there is not a quorum present, the Chair can call the meeting to order, announce the absence of a quorum and share information without formal action, pending the establishment of a quorum or adjourn the meeting.

For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board. In accordance with guidance from the Attorney General's Office, if a board member is present (within the building) and no conflict of interest exists, the board member must cast a vote on items coming before them.

Vote results should be announced and recorded in a way that reflects the vote of those present. For example, if 5 board members are present on a 7-member board, the results should reflect that the item passes 5-0 with two members absent. It should not be reflected as the item passes unanimously, as not all members were present. If all members are present and an item passes 7-0, then a unanimous result is appropriate.

PUBLIC INPUT AND PARTICIPATION

All meetings of Boards must be open to the public. All boards shall allow for full and ample opportunities to receive public input at board meetings. The public shall be afforded a reasonable opportunity to provide input on any agenda item or action item prior to a vote or action being taken. In addition, there shall be an Open Forum opportunity for members of the public to provide input on items not on the agenda, in a reasonable and orderly manner.

RULES AND PROCEDURES

Each board will have a set of rules and procedures which have been approved by the City Council, these rules and procedures will supersede any existing rules, guidelines, or bylaws. Any proposed amendments to the rules and procedures must be approved by the City Council before becoming effective. When an issue arises that the boards rules and procedures are silent, the City Council rules and procedures shall take precedence.

CODE OF ETHICS

All board members shall be subject 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. Further, board members shall be provided with annual ethics and Sunshine Law training by a member of Council staff or the City Attorney's Office.

REMOVAL OF BOARD MEMBERS

Removal of board members shall be in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council.

PENSACOLA IN THE SUNSHINE

Florida's Government in the Sunshine Law provides a right of access to governmental proceedings at both the state and local levels. The law is equally applicable to elected and appointed Boards and has been applied to any gathering of two (2) or more members of the same Board to discuss some matter which could foreseeably come before that Board for action. There are three basic requirements of §286.011, Florida Statutes:

1. Meetings of public Boards and Commissions must be open to the public;
2. Reasonable notice of such meetings must be given; and
3. Minutes of the meeting must be taken.

The law applies to elected and appointed Boards of any government agency in the state of Florida. It equally binds advisory boards whose powers are limited to making recommendations to a public agency and which possess no authority to bind that agency.

Even though an Advisory Board must submit their recommendations for review by an elected body it does not exempt them from the provisions of this law.

Meetings are defined as any gathering whether formal or casual of two (2) or more members of the same Board to discuss some matter on which foreseeable action will be taken by the public board. This rule extends to telephone conversations and e-mail communication, and even instant messaging conversations, whether in person or on public or private devices. This can extend further to a casual lunch between two (2) members of a Board – if they discuss some issue that the appointed body to which they belong, that lunch becomes a public meeting and is subject to all the provisions of the Sunshine Law.

While this may seem very restrictive, it is not the case. Appointed members of Boards must remain aware of with whom they are communicating and what is being discussed.

The safest course of action is to avoid discussion about matters that will come before the advisory body, with other members of the body, except when attending a meeting of that body. Should questions arise about this law, contact staff with your concern.

CONFLICT OF INTEREST

Generally, a conflict of interest exists when a board member influences a decision of the board that will (or has the potential to) materially affect the individual's financial interest. Questions involving conflicts of interest are each unique unto themselves, and each potential conflict must be considered individually in order for proper legal guidance to be given. Any Board member who has a question concerning a possible conflict of interest may contact the City Attorney's Office or a private attorney, and should do so immediately.

DEFINITIONS

Breach of public trust –

A violation of a provision of the State Constitution or Florida Statutes which establishes a standard of ethical conduct, a disclosure requirement, or a prohibition applicable to public officers or employees in order to avoid conflicts between public duties and private interests.

Business Associate –

Any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venture, co-owner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

Conflict or conflict of interest –

A situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

Material interest—

A direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of this act, indirect ownership does not include ownership by a spouse or minor child.

Public Officer –

Any person elected or appointed to hold office in any agency, including an advisory body.

Relative –

Means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, or wife.

Section 112.3143(3)(a), Florida Statute, prohibits a county, municipal or other local public officer from voting on any measure which inures to his or her special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal or parent organization or subsidiary of a corporate principal, other than a public agency, by who he or she is retained; or which the officer knows would inure to the special private gain or loss of a relative or business associate of the officer. An exception exists for a commissioner of a community redevelopment agency created or designated pursuant to Sec. 163.356 F.F. or Sec 163.357 F. S. or an officer of an independent special tax district elected on a one-acre, one-vote basis. Section 112.3143(3) (b), F.S.

Florida law requires that all persons appointed to boards disclose any financial interests they have by filing disclosure forms and must abstain from participating in any matters before their board that may have an impact on their financial interest. In effect, if a board member does business with a person or business coming before the board, it is essential for that member to not participate in the proceedings, or the individual will be in violation of the law. In addition, members of boards are required to abstain from voting when a conflict of interest is involved. This means that they may not vote on any matter which may have an impact on themselves, a family member, or someone who retains their services.

When an individual abstains from voting, a voting conflict form 8B provided by the City, must be completed and returned within 14 days after the vote occurs. This form must be attached to the official minutes of the meeting.

If you believe you have a possible conflict of interest in any matter before your advisory body, contact the City Attorney's officer or City Clerk's office before taking any official action on the matter where the conflict may exist.

STEPS TO RESOLVE A CONFLICT OF INTEREST

Notwithstanding the provision of Sec. 112.3143, Florida Statutes, or subsequent superseding legislation, a board 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. The board member must complete a FORM 8B and submit it to the City Clerk's Office within 15 days of the abstention. The requirement for board members to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.

Who Must File Form 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, committee or task force. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

1. You must complete and file Form 8B (before making any attempt to influence the decision) with the person responsible for recording the minutes or the meeting, who will incorporate the form in the minutes.
2. A copy of the form must be provided immediately to the other members.
3. The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.

- You must complete Form 8B and file it within 14 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

EXPECTATIONS FOR BOARD MEMBERS

Citizen input on City programs and services are vital to ensuring their relevance, efficiency and effectiveness to the community. Using citizen Boards on various issues is an important way for the City Council and City of Pensacola administration to receive and consider citizen input.

Serving on a City of Pensacola Board can be challenging and rewarding. The information given below should help board members understand some of the expectations the City of Pensacola has for them in their respective roles.

1. Every member has a valuable contribution to make and each member should respect and consider each other's input in a particular subject. Boards are expected and encouraged to respect the diversity of opinions of each member.
2. Members are expected to seek out and consider input from citizens interested in an issue or parties impacted by actions of the body prior to making a final determination on an issue.
3. Boards represent the City of Pensacola and the Pensacola City Council, in their appointed roles. All members are expected to conduct themselves in a manner that demonstrates **respect, integrity, teamwork, and competence**.
4. Members should periodically take the time to set realistic and achievable goals and allow enough time to do a good job on each issue.
5. Board members are asked to regularly attend all meetings. Members should notify staff prior to the meeting about potential absences.
6. All persons involved in Boards should treat each other with fairness and respect. Interactions between Board members and City staff not meeting this standard should be brought to the attention of the Council Executive.
7. Board members are expected to stay within the guidelines and roles set forth for their particular board.

EXPECTATIONS FOR BOARD CHAIRPERSONS

Chairpersons of Boards have several important responsibilities, which are essential to the effectiveness of the respective group. These responsibilities include:

1. Conduct meetings in an efficient manner, focusing on the issues relevant to the functions and mission.
2. Regulate and facilitate discussion among board members to ensure that all viewpoints are represented. Give each member the opportunity to express ideas and/or concerns on issues that are being considered by the Board.
3. Provide an opportunity for the public to be heard both during the open forum portion of the meeting and prior to a vote being taken on any given item.
4. Ensure compliance with the “Government in the Sunshine” laws.
5. Ensure compliance with appropriate rules and procedures.
6. Assist in orienting new board members about the function, role and mission of the board.
7. Assist in mediating conflicts or disputes between members during meetings.
8. Serve as primary contact with staff.

OTHER MEETING GUIDELINES WHEN DISCUSSING ISSUES

1. When an item or topic is first introduced or a main motion is made, allow all question for information purposes to be asked before opening to debate.
2. Discourage the repetition of arguments. Attempt to call on people what have not yet spoken before those who have already spoken. Discourage dialogues that start up between two individuals in debate. Members are not recognized to speak but through the Chairperson.
3. If debate carries on too long, impose time limits on speakers.

MEETING PROCEDURE

It is important that all organizations have underlying organizational structure and procedures. Robert's Rules of Order will be a guide for all boards. The guidelines below provide guidance for members and the general public. Some City boards currently use a similar format that is given below. This list has been created to provide a framework for board procedures:

The following three (3) points are always in order:

1. **Point of Order:** a question about process, or objection and suggestion of alternative process. May include a request for the facilitator to rule on process. Can only be called by a Board member.
2. **Point of Information:** a request for information on a specific question, either about process or about the content of a motion. This is not a way to get the floor to say something you think people should know.
3. **Point of Personal Privilege:** a comment addressing a person need – a direct response to a comment defaming one's character, a plea to open the windows, etc.

MOTIONS

All motions must be seconded and are adopted by a majority vote of the existing membership of the board. All motions may be debated unless otherwise noted. Motions are in order of precedence: motions may be made only if no motion of equal or higher precedence is on the floor (i.e. don't do a number 5 (move to end debate) when the body is discussing a number 4 (move to suspend rules)).

1. **Motion to Adjourn:** not debatable; goes to immediate majority vote. If all business has concluded, the Chairperson may adjourn the meeting without a motion.
2. **Motion to Recess:** not debatable. May be for a specific time.
3. **Motion to Appeal the Facilitator's Decision:** Not debatable; goes to immediate vote and allows the body to overrule a decision made by the chair.
4. **Motion to Suspend the Rules:** suspends formal process for dealing with a specific question. Debatable; requires simple majority vote.
5. **Motion to End Debate and Vote or Call the Question:** applies only to the motion on the floor. Not debatable; requires simple majority vote.
6. **Motion to Extend Debate:** can be general, or for a specific time or number of speakers. Not debatable.
7. **Motion to Amend:** must be voted for by a majority to be considered and by a simple majority to be passes: If amendment is accepted as "friendly" by the proposer of the amendment then many bodies will allow it to be accepted without formal vote; this is a way of including a consensus-building process into procedure without endless debate over amendments to amendments. Strictly speaking, however, once the main motion is made it is the property of the body to amend.
8. **Main Motion:** what it is you're debating and amending.
9. **Voice Vote:** The form of voting on a motion by which the Chairperson asks those in favor to respond to the motion in question by saying "aye" and then asks those opposed to the motion to say "no." If the "ayes" have the majority, the Chairperson will state that the motion has passed. If the prevailing side is negative, the Chairperson will state that the motion has failed. The vote should be announced and recorded according to the number of members present. (I.e. If 5 members of a 7-member board are present and a motion passes 5-0, the vote should be recorded as passing 5-0 with two (2) absent).
10. **Roll Call Vote:** The form of voting on a motion by which the Chairperson request staff to conduct a vote by calling the roll. Each member answers as their name is called and staff records their vote. An entry must b e made in the minutes of each member and how they voted. This method of voting is very time consuming and is not normally used.

HELPFUL LINKS

City of Pensacola website, calendar, forms, information:

www.Cityofpensacola.com

Code of Ordinances and Land Development Code:

www.municode.com

State of Florida Ethics

www.ethics.state.fl.us



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-961

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Teniadè Broughton

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to The University of West Florida Historic Trust 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 University of West Florida Historical Trust serves as the clearinghouse for the Florida Public Archeology network within our region. This program is dedicated to the protection of cultural resources, both on land and underwater, and to involving the public in the study of their past. One of their upcoming events is "Sleeping with the Ancestors" and will be held October 25, 2024, at the Pensacola Museum of Commerce. This multi-day public event is designed to share the history of enslaved people in Pensacola and celebrate the many important contributions they made to create this city and its unique culture. Funding 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: \$ 357 FY 2024 District 5 Discretionary Funds Balance

10,700 FY 2025 District 5 Discretionary Funds Balance
\$ 11,057

Actual: \$ 500 University of West Florida Archeology Network

FINANCIAL IMPACT:

A balance of \$357 is currently available within the District 5 Discretionary Fund Account for FY 2024 and \$10,700 within the District 5 Discretionary Fund account for FY 2025 for a total amount of \$11,057. Upon approval by City Council, a balance of \$10,557 will remain in the District 5 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 #: 24-997

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Jared Moore

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$500 to SAFER Santa Rosa Inc. from the City Council Discretionary Funds for District 4.

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.

SAFER Santa Rosa, Inc. is a non-profit humanitarian association of independent organizations who may be active in all phases of disaster. They have partnered as a fiscal agent with the Remote Area Medical (RAM) to operate a pop-up clinic delivering free dental, vision and medical care to individuals in need who do not have access to or cannot afford a doctor. Since its founding in 1985, more than 196,000 volunteers have treated more than 910,550 individuals delivering more than \$189.5 million worth of free healthcare. RAM will be coming to the Pensacola Interstate Fairgrounds on November 23 - 24, 2024 with an estimated 250 volunteers to treat as many patients as possible during this clinic. 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:	\$ 5,204	FY 2024 District 4 Discretionary Funds
	<u>10,700</u>	FY 2025 District 4 Discretionary Funds
	<u>\$15,904</u>	
Actual:	\$ 500	SAFER Santa Rosa, Inc.

FINANCIAL IMPACT:

A balance of \$5,204 is currently within the District 4 Discretionary Fund Account for FY 2024 and \$10,700 in FY 2025 for a total balance of \$15,904. Upon approval by City Council, a balance of \$15,404 will remain in the District 4 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 #: 24-1006

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

RECOMMENDATION:

That City Council approve funding of \$1,000 to Family Promise and \$500 to Be Ready Alliance Coordinating for Emergencies from the City Council Discretionary Funds for District 1.

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 mission at Family Promise of Escambia County is to help families in Northwest Florida achieve housing stability through community-based response, one family at a time. By working together with individuals, organizations, and businesses in our community, they provide shelter and necessities to help homeless families get back on their feet as well as supply resources to assist them in achieving sustainable independence. They connect struggling families with local and government programs that can provide assistance in their specific situations and well as provide guidance and support with the goal of combating homelessness. For families actively experiencing homelessness in our community, they provide overnight shelter, hot meals, showers, laundry facilities, computers and internet access, as well as continued support and guidance. In some cases, Family Promise can prevent a family from needing emergency shelter by providing services that help them find another housing solution. Some alternatives to shelter include temporary hotel/motel stays, payment for rent in arrears, security deposits, and landlord mediation. Funds will be used to further their mission in assisting these families.

Be Ready Alliance Coordinating for Emergencies (BRACE) was established by the member organizations of the Escambia Long-Term Recovery Committee in 2006 to address lessons observed from Hurricane Ivan. Since its founding, BRACE has provided many programming

and services with an anti-poverty focus, recognizing that low income and vulnerable residents are disproportionately impacted by disasters of all kinds. On November 16, 2024, BRACE will host their first Rev-Up Rally!, which is a 100-mile Dice Run through Escambia County to purchase disaster preparedness supplies and raise disaster preparedness awareness. Funds will be used to offset some of 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:	\$ 1,400	FY 2024 District 1 Discretionary Funds
	<u>10,700</u>	FY 2025 District 1 Discretionary Funds
	<u>\$ 12,100</u>	
Actual:	\$ 1,000	Family Promise of Escambia County
	<u>500</u>	Be Ready Alliance Coordinating for Emergencies
	<u>\$ 1,500</u>	

FINANCIAL IMPACT:

A balance of \$1,400 is currently within the District 1 Discretionary Fund Account for FY 2024 and \$10,700 within the District 1 Discretionary Fund Account for FY 2025 for a total balance of \$12,100. Upon approval by City Council, a balance of \$10,600 will remain in the District 1 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 #: 24-895

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

PUBLIC HEARING - DISPOSITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

RECOMMENDATION:

That City Council conduct a public hearing on October 10, 2024, regarding the disposition of real property located at 2301 West Cervantes Street to provide for the overarching goal of complementing and furthering the redevelopment objectives of the adjacent site at 2305 W Cervantes Street (the former Pensacola Motor Lodge), which includes, among other objectives, providing for affordable multifamily rental housing in accordance with the adopted Westside Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

Pursuant to Chapter 163, Part III, Florida Statutes, disposition of property located within a community redevelopment area below market value may only occur after a public hearing held by City Council.

The City recently acquired the former Pensacola Motor Lodge property for the redevelopment of the parcel to further our mission to increase attainable housing for our area. After the acquisition in February, the CRA advertised the parcel as available for redevelopment and issued a notice requesting letters of interest (RLOI) in the parcel's redevelopment. In several of the RLOI submittals, the acquisition of this adjacent corner parcel was mentioned as desirable, if not essential, to the redevelopment of the Pensacola Motor Lodge site.

After contacting the owner to express the City's interest in acquiring the parcel, a negotiated price of \$18,000 was reached. As part of this acquisition, the City also agreed to settle or abate the pending liens on this specific parcel on behalf of the owner. Per the City's policy for acquisitions of real property, an appraisal was not obtained as the Escambia County Property Appraiser assessed value is \$8,625 (slightly less than the threshold amount of \$10,000).

On June 10, 2024, the Community Redevelopment Agency (CRA) adopted Resolution No.

2024-531 CRA authorizing the expenditure of CRA funds to acquire 2301 West Cervantes Street in furtherance of the purposes established in the Westside Redevelopment Plan. The acquisition was ratified by the City Council on June 13, 2024. The City closed on the property on July 16, 2024. The property will be disposed of with the overarching goal of complementing and furthering the redevelopment objectives of the adjacent site at 2305 W Cervantes Street (the former Pensacola Motor Lodge).

PRIOR ACTION:

June 10, 2024 - The CRA adopted Resolution No. 2024-531 CRA authorizing the expenditure of CRA funds to acquire 2301 West Cervantes Street in furtherance of the purposes established in the Westside Redevelopment Plan.

June 13, 2024 - City Council approved the acquisition of 2301 West Cervantes Street and adopted Resolution No. 2024-46 authorizing the expenditure of CRA funds in furtherance of the purposes established in the Westside Redevelopment Plan.

September 9, 2024 - The CRA authorized staff to begin the required public notice period for the disposition of 2301 West Cervantes Street pursuant to Section 163.380 Florida Statutes, contingent upon approval by City Council to surplus the land and dispose of it.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

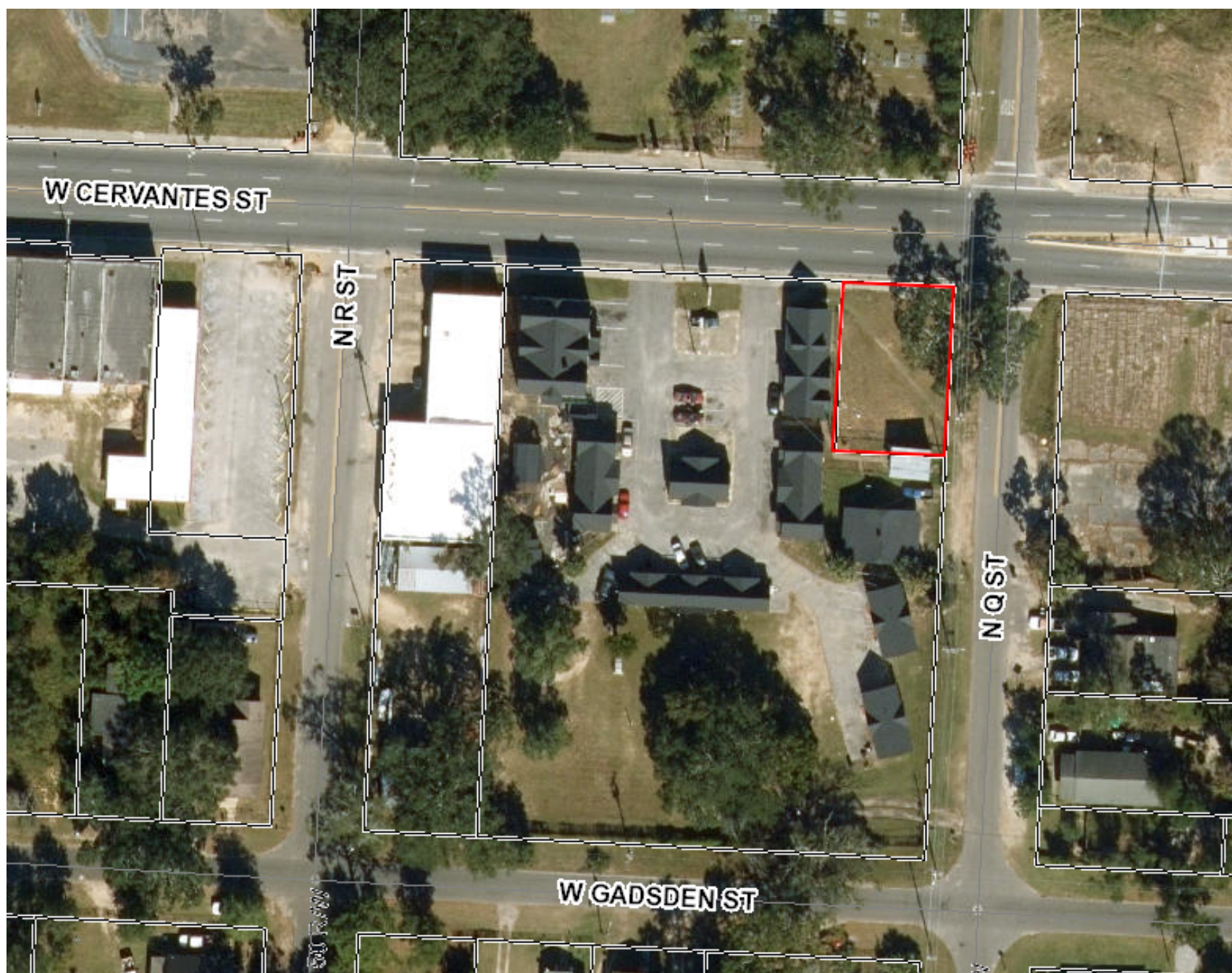
LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Amy Miller, Interim City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Assistant CRA Division Manager

ATTACHMENTS:

1. Site Map - 2301 W. Cervantes Street

PRESENTATION: No





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-975

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

RECOMMENDATION:

That City Council declare as surplus the real property at 2301 West Cervantes Street (Parcel ID No. 000S009060030173) in furtherance of current redevelopment at the adjacent 2305 West Cervantes Street, and authorize the Mayor to dispose of the parcel via direct negotiation. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the disposition consistent with the Mayor's Executive Powers as granted by the City Charter.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

The real property located at 2301 West Cervantes Street is a corner lot adjacent to the former Pensacola Motor Lodge. The City recently acquired the property for redevelopment to increase attainable housing for our area. The creation of affordable housing is an objective contemplated and authorized by the City's adopted community redevelopment plans and Chapter 163, Part III, Florida Statutes.

Pursuant to Section 163.380 Florida Statutes which governs the disposal of real property by a city or redevelopment agency when the property is located in a community redevelopment area and was acquired for redevelopment purposes; and subsection 163.380(3)(a) which includes a requirement that prior to the sale or lease of such property to a private party, the city or agency must advertise for and invite competing proposals for the property, CRA Board approved staff's request for authorization to begin the required public notice period for the disposition of the property on September 9, 2024. This authorization was contingent upon the City Council's approval of the declaration of surplus and disposition, hence this request. Per Council policy, mailers regarding the potential surplus and disposition were sent to property owners within a 300-ft radius of the subject parcel on October 4, 2024.

PRIOR ACTION:

June 13, 2024 - City Council approved the acquisition of 2301 West Cervantes Street and adopted Resolution No. 2024-46 authorizing the use of CRA funds for the acquisition in furtherance of purchased established in the Westside Redevelopment Plan.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Property Appraiser Info - 2301 W CERVANTES ST

PRESENTATION: No



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

General Information

Parcel ID: 000S009060030173
Account: 151503000
Owners: CITY OF PENSACOLA
Mail: PO BOX 12910
 PENSACOLA, FL 32521
Situs: 2301 W CERVANTES ST 32505
Use Code: VACANT COMMERCIAL
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2024	\$8,625	\$0	\$8,625	\$8,625
2023	\$8,625	\$0	\$8,625	\$8,625
2022	\$8,625	\$0	\$8,625	\$8,625

[Disclaimer](#)

[Tax Estimator](#)

[File for Exemption\(s\) Online](#)

[Report Storm Damage](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/05/2024	9180	1662	\$100	QC	
07/25/2024	9180	1664	\$18,000	WD	
09/11/2019	8163	459	\$100	WD	
06/24/2019	8118	1701	\$100	WD	
10/22/2013	7091	1683	\$8,000	WD	
08/02/2011	6748	1085	\$2,100	TD	
06/2005	5657	896	\$11,000	WD	
05/1998	4259	1653	\$100	WD	
05/1998	4259	1652	\$7,300	WD	
10/1987	2477	754	\$100	CJ	

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

2024 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

N 90 FT OF E 60 FT OF N 150 FT BLK 173 WEST KING TRACT
 OR 9180 P 1662 OR 9180 P 1664 CA 126

Extra Features

None

Parcel Information

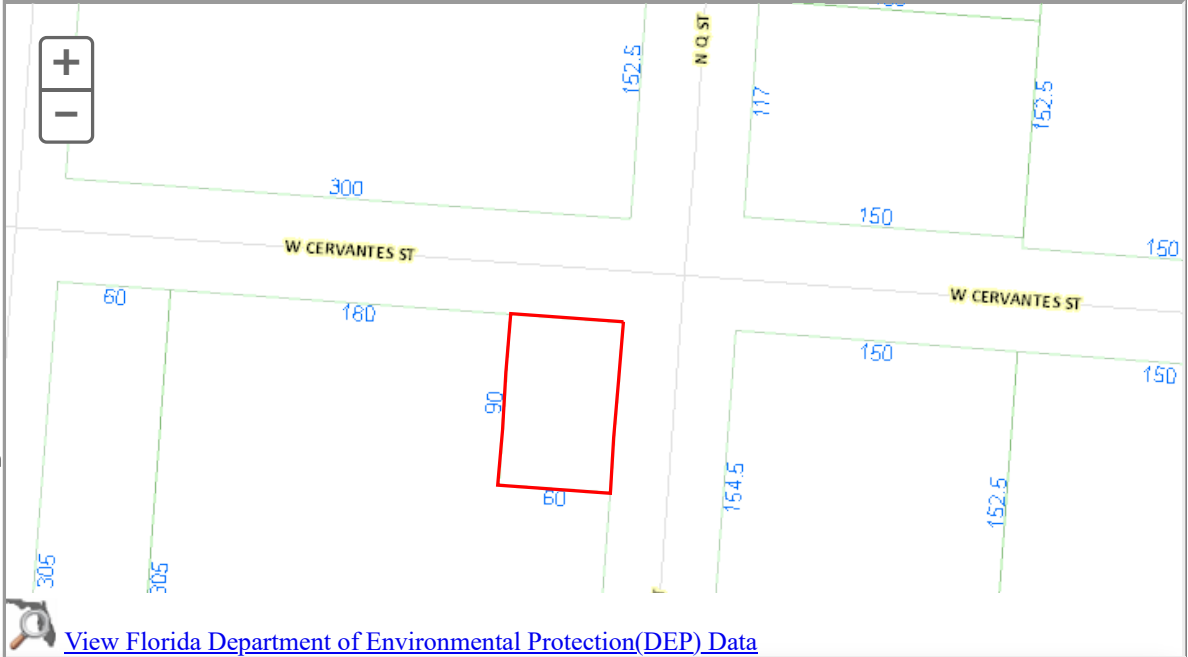
[Launch Interactive Map](#)

Section
Map Id:
[CA126](#)

Approx.
Acreage:
0.1245

Zoned: 
C-3

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



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

Buildings

Images

None

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

Last Updated:10/04/2024 (tc.7260)





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-964

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO FUND THE FACILITY REORGANIZATION AND SECURITY UPGRADES AT CITY HALL AND TO FUND A PORTION OF A CONTRIBUTION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REDESIGN OF DAVIS HIGHWAY AND DR. MARTIN LUTHER KING, JR. DRIVE

RECOMMENDATION:

That City Council approve the reallocation of American Rescue Plan Act (ARPA) funding from the Gibson School project (\$490,000) and Housing Assistance project (\$310,000) to new projects, the Facility Reorganization and Security Project and the Redesign of Dr. Martin Luther King, Jr. Drive and Davis Highway.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council previously allocated \$500,000 for the purchase of the Gibson School property, of which \$492,500 remains. This project remains active but will not be completed prior to December 31, 2024. Additionally, there is \$589,131 remaining in the Housing Assistance project. An estimated \$310,000 of these funds will not be spent by this timeframe. Therefore, some of these funds will be redirected to other projects that can be under contract by the deadline. The first project consists of costs to reorganize areas within City Hall and upgrade first-floor security. The second project consists of a contribution to the Florida Department of Transportation (FDOT) funding to assist with the redesign of Dr. Martin Luther King, Drive and Davis Highway. The redesign will include plans to change the current one-way traffic areas of these roads to two-way traffic areas.

It is anticipated that Escambia County will contribute another \$200,000 to this effort bringing the total budget for the redesign of Dr. Martin Luther King Drive and Davis Highway to \$600,000. Until such time that the necessary agreements for the County's contribution are completed and approved, \$200,000 in repaving funds will be allocated from the City's Local Option Sales Tax (LOST) repaving project will be allocated to complete the total necessary budget.

PRIOR ACTION:

June 17, 2021 - City Council appropriated funding in relation to ARPA for the recovery of revenue loss, grant compliance and administration and facility improvements.

July 15, 2021 - City Council appropriated funding in relation to ARPA for premium pay and employee vaccination incentive pay.

August 12, 2021 - City Council appropriated funding in relation to ARPA for the design and construction of the skateboard park at the Hollice T. Williams Park.

August 12, 2021 - City Council appropriated funding in relation to ARPA for Stormwater, Drainage, and Sewer Abatement and Citizen Assistance.

November 18, 2021 - City Council appropriated funding in relation to premium pay for City employees.

February 10, 2022 - City Council transferred \$150,000 from the Marina project for the closure of the I-110 camp.

May 12, 2022 - City Council transferred \$127,000 from a Marina project to the Baylen Slip project and adopted a Supplemental Budget Amendment resolution affecting the same.

July 21, 2022 - City Council transferred \$211,475 from the Scenic Highway land purchase project to fund 50% of a restroom facility on Palafox.

October 13, 2022 - City County transferred \$75,000 from various projects to fund the Studer Community Institute's initiative The Spring.

April 22, 2024 - City Council reallocated funding from various projects for the Mooring Field/Breakwater Study, the Amtrak Center Remodel, the Emergency Management Plan Rewrite and the Deferred Maintenance in Parks and Centers Analysis.

August 8, 2024 – City Council reallocated funding from various projects to fund the Phase II of the Land Development Code Re-write.

FUNDING:

From:

Gibson School Project	\$490,000	<u>American Rescue Plan Act (ARPA)</u>
Housing Assistance	\$310,000	<u>American Rescue Plan Act (ARPA)</u>
<u>Road Repaving</u>	<u>\$200,000</u>	<u>Local Option Sales Tax (LOST)</u>
<u>Total :</u>	<u>\$1,000,000</u>	<u>(ARPA and LOST)</u>

To:

Facility Reorganization and Security	\$400,000 <u>American Rescue Plan Act (ARPA)</u>
MLK Drive/Davis Hwy Redesign	\$600,000 <u>(\$400,000 ARPA and \$200,000 LOST)</u>
<u>Total:</u>	<u>\$1,000,000 (ARPA and LOST)</u>

FINANCIAL IMPACT:

A total of \$800,000 will be reallocated from the ARPA project for the purchase of the Gibson School property and the Housing Assistance project for facility reorganization and security upgrades at City Hall as well as ~~a contribution to FDOT for the redesign of Dr. Martin Luther King, Jr. Drive and Davis Highway.~~ Until such time that the necessary agreements for the County's contribution are completed and approved, \$200,000 in repaving funds will be allocated from the City's Local Option Sales Tax (LOST) repaving project will be allocated to complete the total necessary budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/24/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Russell Sweatt, Facilities Director

ATTACHMENTS:

1. ARPA Projects thru 09/30/24

PRESENTATION: No

CITY OF PENSACOLA							
DIRECT FEDERAL COVID-19 FUNDING RELIEF FOR MUNICIPALITIES							
BUDGET TO ACTUAL THRU 09/30/24- UNAUDITED (Year not complete)							
Category	Project	Estimated Cost	FY2021	FY2022	FY2023	FY24-Includes Encumbrances	Remaining Balance
Recovery of Revenue Loss & Expense Reimbursement	Maritime Park	\$534,000	534,000	0	0	0	0
	Parking	300,000	300,000	0	0	0	0
	Recreation	786,500	786,500	0	0	0	0
Sub-Total Recovery of Revenue Loss		\$1,620,500	\$1,620,500	\$0	\$0	\$0	\$0
Citizen Assistance	Homelessness Reduction Investment	3,000,000	0	644,745	642,923	440,001	1,272,331
	Vaccination Awareness Program	125,000	35,525	89,474	0	0	1
	Gibson/Head Start Acquisition	500,000	0	0	0	7,500	492,500
	Homelessness Mitigation	50,000					50,000
	Housing Assistance	589,131	0			0	589,131
	Housing Incentive Program	290,000			60,000	120,000	110,000
	Mortgage/Rent Utility Assistance	127				126	1
	Affordable Housing Development	134,293		19,358	29,779	0	85,157
	Housing Rehab Program	436,449		93,695	80,525	162,538	99,691
Sub-Total Citizen Assistance		5,125,000	35,525	847,272	813,227	730,165	\$2,698,811
Personnel	Premium Pay	3,672,288	68,936	3,603,351	0	0	1
	All Employees/Vaccination Incentive	57,961	48,720	9,240	0	0	1
Sub-Total Personnel		\$3,730,249	\$117,656	\$3,612,591	\$0	\$0	\$2
Grant Compliance and Additional Staffing		320,000	31,866	106,393	149,503	37,536	(5,298)
Sub-Total Grant Compliance		\$320,000	\$31,866	\$106,393	\$149,503	\$37,536	(\$5,298)
Facilities Infrastructure	Building Infrastructure	311,959	22,012	241,575	31,873	0	16,499
	Audio/Video System Enhancements/Upgrade	250,000	16,840	31,453	162,810	37,987	911
	Council Chambers	391,207	0	0	150,419	240,786	2
	Upgrade/Improve Phone Services	-	0	0	0	0	0
	City Hall	500,000				498,205	1,795
	City Hall Lobby Refresh	65,000				63,166	1,834
	City Hall Drain	76,552				74,552	2,000
		1,594,718	38,853	273,028	345,101	914,695	23,041
Stormwater	Main & Barrancas, Tanyard and Palafox Street						
	Main Street	1,679,003	0	0	0	0	1,679,003
	Barrancas Ave.	600,000	0	0	0	0	600,000
	Cordova Square Pond Expansion	350,000	0	0	0	350,000	0
	9th Ave to Pensacola Bay	325,000	0	0	129,204	16,047	179,749
Sub-total Stormwater		2,954,003	\$0	\$0	\$129,204	\$366,047	\$2,458,752
Other	Bayview Erosion Rehabilitation	208,612	0	28,133	45,750	134,729	(0)
	Scenic Hwy Property	4,435	4,435	0			0

CITY OF PENSACOLA							
DIRECT FEDERAL COVID-19 FUNDING RELIEF FOR MUNICIPALITIES							
BUDGET TO ACTUAL THRU 09/30/24- UNAUDITED (Year not complete)							
Category	Project	Estimated Cost	FY2021	FY2022	FY2023	FY24-Includes Encumbrances	Remaining Balance
	Palafox Bathrooms	225,000		2,570	2,016	198,407	22,006
	Summit BLVD Road Diet	65,000	0	21,499	39,517	3,984	0
	Street Sweeper	250,000	0	0	250,000	0	0
	Arborist	260,363	0	56,808	100,311	103,964	(721)
	Tree Canopy Study	145,441	0	133,453	11,988	0	0
	Solar Feasibility Study	45,405	0	45,405		0	0
	Solar Canopy	18,000	0	18,000		0	0
	Tree Replacement Plan (Parks)	17,167	1,323	15,844		0	(0)
	PFAS Cleanup	200,000	0	79,762	25,169	14,268	80,801
	Hunter Pool	0	0	0		0	0
	Covid Expenses	-	0	0		0	0
	I110 Camp	121,704	0	121,704		0	(0)
	Amtrak Center Remodel	125,806				127,631	(1,825)
	Mooring Field Study	50,000				49,800	200
	Emergency Management (COOP) Plan	145,449					145,449
	Deferred Maintenance/Parks	-					0
	Cultural/Historical Affairs	45,484	0	0		16,810	28,674
		156,943	0	17,929	139,014	0	(0)
		1,245	0	1,245		0	0
		185,142				68,069	117,073
		53,485	0	22,925	20,561	10,000	(0)
	Skate Park	950,000	0	189,836	760,164	0	(0)
	Community Studer Institute - The Spring	75,000	0	0	0	20,129	54,871
	Marina	127,000	0	0	42,000	85,000	0
	LCD Phase Rewrite	332,492					332,492
Sub-total Other		3,809,173	\$5,758	\$755,114	\$1,436,490	\$832,792	\$779,019
Grand Total		\$19,153,643	\$1,850,158	\$5,594,399	\$2,873,525	\$2,881,235	\$5,954,326



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-957

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-81 – APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RECOMMENDATION:

That City Council adopts Resolution No. 2024-81.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola and Florida Department of Transportation (FDOT) had agreements spanning many decades for the city to provide maintenance to FDOT owned traffic signals within the city. FDOT revised their Traffic Signal Maintenance Agreement standard form and new City Council authorization is needed for the new form. The last agreement expired on June 30, 2024. Florida Department of Transportation presented the City of Pensacola with this new agreement to sign to be effective July 1, 2024 until June 30, 2025 and renewable each year thereafter.

The city was informed September 26, 2024 that new City Council authorization was necessary for FDOT to execute this agreement and that the prior agreement authorization was not accepted.

The city has and continues to maintain the signals in the agreement on behalf of the Florida Department of Transportation. Currently the city maintains 71 FDOT owned traffic signals within the city limits.

PRIOR ACTION:

September 15, 2016 - City Council approved an Action Item Amending Traffic Signal

Maintenance And Compensation Agreement - Florida Department of Transportation. This agreement was renewed by the Mayor each year through June 30, 2024.

FUNDING:

Budget: \$416,300
Actual: \$476,746

Fiscal Year 25 State of Florida, the total lump sum amount payable to City of Pensacola is \$476,746.00 and is subject to change per the agreement. The City receives funding from Florida Department of Transportation to provide the services described in the agreement each year. Each fiscal year the amount payable is subject to change per the agreement and agreement renewals. See attachment.

FINANCIAL IMPACT:

With funds received from Florida Department of Transportation, The City of Pensacola Public Works and Engineering Department funds staff positions, buys goods and services necessary for ongoing maintenance of the items covered in the agreement. These funds are sufficient to cover the standard costs per this agreement.

Without these funds, the City will not be able to provide the expected level of service nor retain current staffing levels.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/26/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE - Director of Public Works & Engineering

ATTACHMENTS:

1. Resolution No. 2024-81
2. FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48
3. Exhibit A - FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48

PRESENTATION: No

RESOLUTION
NO. 2024-81

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA, ADOPTING AND APPROVING THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola, a political subdivision of the State of Florida, acting by and through its duly authorized City Council, wishes to enter into that certain Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation (“Agreement”), a copy of which is attached hereto as Exhibit A; NOW, THEREFORE,

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

SECTION 1. That the City Council does hereby adopt and approve the Agreement and further authorizes the Mayor to execute and take actions necessary to administer the Agreement, to the extent consistent with the terms of the Agreement and the Mayor’s Executive Powers as granted by the City Charter.

SECTION 2. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/23
Page 1 of 7

CONTRACT NO. ASZ48
FINANCIAL PROJECT NO. 43673918802
F.E.I.D. NO. F596000406003

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Pensacola, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under City Council Action Items, October , 2024 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS")
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS")
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)
 - e. Emergency/fire department signals ("FDS")
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS", including Lane Control Signs)
 - h. Pedestrian hybrid beacons ("PHB")
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

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- a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
- b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
 8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

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9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.
11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates [Amy Tootle, Wendy Gavin](#) as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency 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.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. 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 (5) 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 Maintaining

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Agency'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.

20. 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 Maintaining Agency 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.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year."
23. 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 Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
26. 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 Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency 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.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a

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requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:
 - a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device progresses beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 30. The Maintaining Agency shall ensure that 90% of all TDSDD are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated times, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated times, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
 - b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to

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enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency 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 Maintaining Agency 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.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.
40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. 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.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. 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.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Pensacola, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

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EXHIBIT A

Reimbursement for Maintenance and Operation FY_____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*																		

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$_____.

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

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EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

- 1.0 PURPOSE
- This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.
- 2.0 COMPENSATION FOR MAINTENANCE AND OPERATION
- For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): include roadside units and roadside equipment.

	Unit Compensation Rates per Unit on the State Highway System																
FY	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal - Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>Device</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supply (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TrMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$ 542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

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Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

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EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

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Reimbursement for Maintenance and Operation FY 2025

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 292 (PACE BLVD) at BARRANCAS AVE		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 30 (US 98 / GARDEN) at SR 292 (PACE BLVD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 30 (US 98 / GARDEN) at E ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 30 (US 98 / GARDEN) at D ST / BARRANCUS		\$5,720.00																\$5,720.00
SR 30 (US 98 / GARDEN) at A ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 30 (US 98 / GARDEN) at SPRING ST		\$5,720.00					\$403.00											\$6,123.00
SR 30 (US 98 / GARDEN) at BAYLEN ST		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 30 (US 98 / GREGORY ST) at N PALAFOX ST		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 30 (US 98 / GARDEN) at JEFFERSON ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 30 (US 98 / GREGORY ST) at N TARRAGONA ST		\$5,720.00																\$5,720.00
SR 30 (US 98 / CHASE ST) at SR 289 (N 9TH AVE)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 30 (US 98 / CHASE ST) at SR 196 (BAYFRONT PKWY)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 30 (US 98 / GREGORY ST) at SR 291 (N ALCANIZ ST)		\$5,720.00					\$403.00									\$708.00		\$6,831.00
SR 30 (US 98 / E GREGORY ST) at SR 289 (9TH AVE)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 292 (PACE BLVD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 10A (US 90 / US 98 / CERVANTES) at CR 443 (E ST)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 10A (US 90 / US 98 / CERVANTES) at A ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 10A (US 90 / US 98 / CERVANTES) at SPRING ST		\$5,720.00					\$403.00											\$6,123.00

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SR 10A (US 90 / US 98 / CERVANTES) at BAYLEN ST		\$5,720.00					\$403.00											\$6,123.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 95 (US 29 / PALAFOX ST)		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 10A (US 90 / US 98 / CERVANTES) at I-110 OFF RAMP		\$5,720.00					\$403.00	\$432.00			\$127.00							\$6,682.00
SR 10A (US 90 / US 98 / CERVANTES) at HAYNES ST		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 291 (MLK DR / ALCANIZ ST) ONE-WAY SB		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 291 (DAVIS HWY) ONE-WAY NB		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 10A (US 90 / CERVANTES) at 9TH AVE		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 10A (US 90 / CERVANTES) at 12TH AVE		\$5,720.00					\$403.00											\$6,123.00

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SR 10A (US 90 / CERVANTES) at 17TH AVE		\$5,720.00					\$403.00	\$432.00			\$127.00							\$6,682.00
SR 10A (US 920 / CERVANTES) at PERRY AVE		\$5,720.00		\$780.00			\$403.00	\$432.00										\$7,335.00
SR 292 (PACE BLVD) at CR 298A (JACKSON ST)		\$5,720.00								\$127.00								\$5,847.00
SR 95 (US 29 / N PALAFOX ST) at BLOUNT ST		\$5,720.00					\$403.00											\$6,123.00
SR 291 (N DAVIS ST) at BLOUNT ST		\$5,720.00																\$5,720.00
SR 291 (MLK DR) at BLOUNT ST		\$5,720.00																\$5,720.00
SR 289 (N 9TH AVE) at E BLOUNT ST		\$5,720.00																\$5,720.00
SR 95 (US 29 / N PALAFOX ST) at MAXWELL ST		\$5,720.00					\$403.00											\$6,123.00
SR 289 (9TH AVE) at E JORDAN ST		\$5,720.00																\$5,720.00
SR 95 (US 29 / N PALAFOX ST) at JORDAN ST		\$5,720.00					\$403.00											\$6,123.00

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SR 291N (MLK DR) at MAXWELL ST		\$5,720.00																\$5,720.00
SR 289 (9TH AVE) at SR 752 (TEXAR DR)		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 295 (E FAIRFIELD DR) at I-110 SB OFF/ON RAMP		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 291 (N DAVIS HWY) at I-110 NB OFF/ON RAMP		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 295 (FAIRFIELD DR) at SR 291 (DAVIS HWY)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 295 (FAIRFIELD DR) at SR 289 (9TH AVE)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 30 (CHASE ST) at N PALAFOX ST		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 296 (BAYOU BLVD) at 12TH AVE		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 296 (BAYOU BLVD) at SR 289 (9TH AVE)		\$5,720.00					\$403.00			\$254.00	\$127.00					\$708.00		\$7,212.00

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SR 296 (BAYOU BLVD) at CORDOVA MALL ENT		\$5,720.00									\$127.00							\$5,847.00
SR 289 (9TH AVE) at SACRED HEART		\$5,720.00								\$127.00								\$5,847.00
SR 289 (9TH AVE) at SR 750 (AIRPORT BLVD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 289 (9TH AVE) at COLLEGE BLVD		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 289 (9TH AVE) at UNDERWOOD AVE		\$5,720.00								\$127.00								\$5,847.00
SR 289 (9TH AVE) at SR 742 (CREIGHTON RD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 289 (9TH AVE) at KEATING RD / DUMMIRE ST		\$5,720.00																\$5,720.00
SR 291 (N DAVIS HWY) at LANGLEY AVE		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 742 (CREIGHTON RD) at TIPPIN AVE		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 10A (SCENIC HWY) at LANGLEY AVE		\$5,720.00					\$403.00				\$127.00							\$6,250.00

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SR 289 (9TH AVE) at BEAU TERRA LN		\$5,720.00					\$403.00											\$6,123.00
SR 742 (CREIGHTON RD) at WALMART		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 30 (US 98 OR GARDEN ST) at TARRAGONA ST		\$5,720.00					\$403.00											\$6,123.00
SR 30 (US 98 / CHASE ST) at TARRAGONA ST		\$5,720.00								\$127.00	\$127.00							\$5,974.00
SR 10A (SCENIC HWY) at SR 742 (CREIGHTON RD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 10A (US 90 / SCENIC HWY) at SUMMIT BLVD		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 296 (BAYOU BLVD) at RAZE THEATER (SHOPPING CTR / MEDICAL CTR ENT)		\$5,720.00								\$127.00								\$5,847.00
SR 30 (US 98 / W GARDEN ST) at N PALAFOX ST		\$5,720.00					\$403.00			\$254.00	\$127.00							\$6,504.00
SR 750 (AIRPORT BLVD) at COBBLE VIEW DR		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
ST 750 (AIRPORT BLVD) at LOWES		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00

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SR 750 (AIRPORT BLVD) at COLLEGE PKWY		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 750 (AIRPORT BLVD) at CORDOVA COMMONS		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 291 (MLK) SB at JORDAN ST FB			\$975.00															\$975.00
SR 291 (DAVIS HWY) NB at JORDAN ST FB			\$975.00															\$975.00
SR 742 (CREIGHTON RD) at KEATING RD		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 291 (N ALCANIZ ST) at WRIGHT ST FB			\$975.00															\$975.00
SR 30 (US 98 / NAVY) at FIRE DEPT 4					\$1,362.00													\$1,362.00
SR 289 (9TH AVE) at FIRE DEPT 6					\$1,362.00													\$1,362.00
SR 291 (DAVIS HWY) at FIRE DEPT 2					\$1,362.00													\$1,362.00
SR 289 (9TH AVE) at 500FT SOUTH OF BEAU TERRA LN									\$786.00									\$786.00

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SR 10 (US 90 / SCENIC HWY) at 700 FT SOUTH OF LANGLEY AVE									\$393.00									\$393.00
SR 10 (US 90 / SCENIC HWY) at 100 FT NORTH OF E STRONG STREET				\$1,560.00														\$1,560.00
SR 10 (US 90) CERVANTES at R STREET		\$5,720.00								\$127.00								\$5,847.00
SR 10 (US 90) CERVANTES at L STREET		\$5,720.00								\$127.00								\$5,847.00
SR 10 (US 90) CERVANTES at J STREET		\$5,720.00								\$127.00								\$5,847.00
SR 10 (US 90) CERVANTES at BETWEEN P & O STREET													\$5,444.00					\$5,444.00
SR 10 (US 90) CERVANTES at BETWEEN M & N STREET													\$5,444.00					\$5,444.00
SR 10 (US 90) CERVANTES at BETWEEN F & G STREET													\$5,444.00					\$5,444.00
SR 10 (US 90) CERVANTES at BETWEEN C & D STREET													\$5,444.00					\$5,444.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
									Total Lump Sum Amount*								\$476,746.00	

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ \$476,746.00_____.

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-965

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH FLORIDA
DEPARTMENT OF TRANSPORTATION

RECOMMENDATION:

That City Council accept and approve the Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation Contract No. ASZ48 in an amount to be determined each fiscal year and to be effective July 1, 2024 through June 30, 2025 and allow annual renewals of the agreement. Further, that City Council authorize the Mayor to take actions necessary to execute, administer, and renew this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola and Florida Department of Transportation (FDOT) had agreements spanning many decades for the city to provide maintenance to FDOT owned traffic signals within the city. FDOT revised their Traffic Signal Maintenance Agreement standard form and new City Council authorization is needed for the new form. The last agreement expired on June 30, 2024. Florida Department of Transportation presented the City of Pensacola with this new agreement to sign to be effective July 1, 2024 until June 30, 2025 and renewable each year thereafter.

The city was informed September 26, 2024 that new City Council authorization was necessary for FDOT to execute this agreement and that the prior agreement authorization was not accepted.

The city has and continues to maintain the signals in the agreement on behalf of the Florida Department of Transportation. Currently the city maintains 71 FDOT owned traffic signals within the city limits.

PRIOR ACTION:

September 15, 2016 - City Council approved an Action Item Amending Traffic Signal Maintenance And Compensation Agreement - Florida Department of Transportation. This agreement was renewed by the Mayor each year through June 30, 2024.

FUNDING:

Budget: \$416,300
Actual: \$476,746

Fiscal Year 25 State of Florida, the total lump sum amount payable to City of Pensacola is \$476,746.00 and is subject to change per the agreement. The City receives funding from Florida Department of Transportation to provide the services described in the agreement each year. Each fiscal year the amount payable is subject to change per the agreement and agreement renewals. See attachment.

FINANCIAL IMPACT:

With funds received from Florida Department of Transportation, The City of Pensacola Public Works and Engineering Department funds staff positions, buys goods and services necessary for ongoing maintenance of the items covered in the agreement. These funds are sufficient to cover the standard costs per this agreement. Without these funds, the City will not be able to provide the expected level of service nor retain current staffing levels.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/26/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48
2. Exhibit A - FY 2025 Traffic Signal Maintenance Agreement - Contract No. ASZ48
3. Resolution No. 2024-81

PRESENTATION: No

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CONTRACT NO. ASZ48
FINANCIAL PROJECT NO. 43673918802
F.E.I.D. NO. F596000406003

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Pensacola, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under City Council Action Items, October , 2024 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS")
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS")
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)
 - e. Emergency/fire department signals ("FDS")
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS", including Lane Control Signs)
 - h. Pedestrian hybrid beacons ("PHB")
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

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- a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
- b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
 8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

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9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.
11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates [Amy Tootle, Wendy Gavin](#) as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency 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.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. 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 (5) 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 Maintaining

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Agency'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.

20. 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 Maintaining Agency 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.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year."
23. 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 Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
26. 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 Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency 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.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a

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requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:
 - a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device progresses beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 30. The Maintaining Agency shall ensure that 90% of all TDSDD are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated times, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated times, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
 - b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to

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enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency 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 Maintaining Agency 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.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.
40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. 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.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. 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.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Pensacola, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY_____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*																		

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$_____.

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

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EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

- 1.0 PURPOSE
- This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.
- 2.0 COMPENSATION FOR MAINTENANCE AND OPERATION
- For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): include roadside units and roadside equipment.

	Unit Compensation Rates per Unit on the State Highway System																
FY	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal - Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>Device</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supply (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TrMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$ 542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

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Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

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EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

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Reimbursement for Maintenance and Operation FY 2025

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 292 (PACE BLVD) at BARRANCAS AVE		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 30 (US 98 / GARDEN) at SR 292 (PACE BLVD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 30 (US 98 / GARDEN) at E ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 30 (US 98 / GARDEN) at D ST / BARRANCUS		\$5,720.00																\$5,720.00
SR 30 (US 98 / GARDEN) at A ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 30 (US 98 / GARDEN) at SPRING ST		\$5,720.00					\$403.00											\$6,123.00
SR 30 (US 98 / GARDEN) at BAYLEN ST		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 30 (US 98 / GREGORY ST) at N PALAFOX ST		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 30 (US 98 / GARDEN) at JEFFERSON ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 30 (US 98 / GREGORY ST) at N TARRAGONA ST		\$5,720.00																\$5,720.00
SR 30 (US 98 / CHASE ST) at SR 289 (N 9TH AVE)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 30 (US 98 / CHASE ST) at SR 196 (BAYFRONT PKWY)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 30 (US 98 / GREGORY ST) at SR 291 (N ALCANIZ ST)		\$5,720.00					\$403.00									\$708.00		\$6,831.00
SR 30 (US 98 / E GREGORY ST) at SR 289 (9TH AVE)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 292 (PACE BLVD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 10A (US 90 / US 98 / CERVANTES) at CR 443 (E ST)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 10A (US 90 / US 98 / CERVANTES) at A ST		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 10A (US 90 / US 98 / CERVANTES) at SPRING ST		\$5,720.00					\$403.00											\$6,123.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 10A (US 90 / US 98 / CERVANTES) at BAYLEN ST		\$5,720.00					\$403.00											\$6,123.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 95 (US 29 / PALAFOX ST)		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 10A (US 90 / US 98 / CERVANTES) at I-110 OFF RAMP		\$5,720.00					\$403.00	\$432.00			\$127.00							\$6,682.00
SR 10A (US 90 / US 98 / CERVANTES) at HAYNES ST		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 291 (MLK DR / ALCANIZ ST) ONE-WAY SB		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 10A (US 90 / US 98 / CERVANTES) at SR 291 (DAVIS HWY) ONE-WAY NB		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 10A (US 90 / CERVANTES) at 9TH AVE		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 10A (US 90 / CERVANTES) at 12TH AVE		\$5,720.00					\$403.00											\$6,123.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 10A (US 90 / CERVANTES) at 17TH AVE		\$5,720.00					\$403.00	\$432.00			\$127.00							\$6,682.00
SR 10A (US 920 / CERVANTES) at PERRY AVE		\$5,720.00		\$780.00			\$403.00	\$432.00										\$7,335.00
SR 292 (PACE BLVD) at CR 298A (JACKSON ST)		\$5,720.00								\$127.00								\$5,847.00
SR 95 (US 29 / N PALAFOX ST) at BLOUNT ST		\$5,720.00					\$403.00											\$6,123.00
SR 291 (N DAVIS ST) at BLOUNT ST		\$5,720.00																\$5,720.00
SR 291 (MLK DR) at BLOUNT ST		\$5,720.00																\$5,720.00
SR 289 (N 9TH AVE) at E BLOUNT ST		\$5,720.00																\$5,720.00
SR 95 (US 29 / N PALAFOX ST) at MAXWELL ST		\$5,720.00					\$403.00											\$6,123.00
SR 289 (9TH AVE) at E JORDAN ST		\$5,720.00																\$5,720.00
SR 95 (US 29 / N PALAFOX ST) at JORDAN ST		\$5,720.00					\$403.00											\$6,123.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 291N (MLK DR) at MAXWELL ST		\$5,720.00																\$5,720.00
SR 289 (9TH AVE) at SR 752 (TEXAR DR)		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 295 (E FAIRFIELD DR) at I-110 SB OFF/ON RAMP		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 291 (N DAVIS HWY) at I-110 NB OFF/ON RAMP		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 295 (FAIRFIELD DR) at SR 291 (DAVIS HWY)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 295 (FAIRFIELD DR) at SR 289 (9TH AVE)		\$5,720.00					\$403.00				\$127.00					\$708.00		\$6,958.00
SR 30 (CHASE ST) at N PALAFOX ST		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 296 (BAYOU BLVD) at 12TH AVE		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 296 (BAYOU BLVD) at SR 289 (9TH AVE)		\$5,720.00					\$403.00			\$254.00	\$127.00					\$708.00		\$7,212.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 296 (BAYOU BLVD) at CORDOVA MALL ENT		\$5,720.00									\$127.00							\$5,847.00
SR 289 (9TH AVE) at SACRED HEART		\$5,720.00								\$127.00								\$5,847.00
SR 289 (9TH AVE) at SR 750 (AIRPORT BLVD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 289 (9TH AVE) at COLLEGE BLVD		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 289 (9TH AVE) at UNDERWOOD AVE		\$5,720.00								\$127.00								\$5,847.00
SR 289 (9TH AVE) at SR 742 (CREIGHTON RD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 289 (9TH AVE) at KEATING RD / DUMMIRE ST		\$5,720.00																\$5,720.00
SR 291 (N DAVIS HWY) at LANGLEY AVE		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 742 (CREIGHTON RD) at TIPPIN AVE		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 10A (SCENIC HWY) at LANGLEY AVE		\$5,720.00					\$403.00				\$127.00							\$6,250.00

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SR 289 (9TH AVE) at BEAU TERRA LN		\$5,720.00					\$403.00											\$6,123.00
SR 742 (CREIGHTON RD) at WALMART		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 30 (US 98 OR GARDEN ST) at TARRAGONA ST		\$5,720.00					\$403.00											\$6,123.00
SR 30 (US 98 / CHASE ST) at TARRAGONA ST		\$5,720.00								\$127.00	\$127.00							\$5,974.00
SR 10A (SCENIC HWY) at SR 742 (CREIGHTON RD)		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 10A (US 90 / SCENIC HWY) at SUMMIT BLVD		\$5,720.00					\$403.00				\$127.00							\$6,250.00
SR 296 (BAYOU BLVD) at RAZE THEATER (SHOPPING CTR / MEDICAL CTR ENT)		\$5,720.00								\$127.00								\$5,847.00
SR 30 (US 98 / W GARDEN ST) at N PALAFOX ST		\$5,720.00					\$403.00			\$254.00	\$127.00							\$6,504.00
SR 750 (AIRPORT BLVD) at COBBLE VIEW DR		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
ST 750 (AIRPORT BLVD) at LOWES		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00

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Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 750 (AIRPORT BLVD) at COLLEGE PKWY		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 750 (AIRPORT BLVD) at CORDOVA COMMONS		\$5,720.00					\$403.00			\$127.00	\$127.00							\$6,377.00
SR 291 (MLK) SB at JORDAN ST FB			\$975.00															\$975.00
SR 291 (DAVIS HWY) NB at JORDAN ST FB			\$975.00															\$975.00
SR 742 (CREIGHTON RD) at KEATING RD		\$5,720.00					\$403.00			\$127.00								\$6,250.00
SR 291 (N ALCANIZ ST) at WRIGHT ST FB			\$975.00															\$975.00
SR 30 (US 98 / NAVY) at FIRE DEPT 4					\$1,362.00													\$1,362.00
SR 289 (9TH AVE) at FIRE DEPT 6					\$1,362.00													\$1,362.00
SR 291 (DAVIS HWY) at FIRE DEPT 2					\$1,362.00													\$1,362.00
SR 289 (9TH AVE) at 500FT SOUTH OF BEAU TERRA LN									\$786.00									\$786.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22

TRAFFIC OPERATIONS

04/23

Exhibit A Page 9 of 10

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 10 (US 90 / SCENIC HWY) at 700 FT SOUTH OF LANGLEY AVE									\$393.00									\$393.00
SR 10 (US 90 / SCENIC HWY) at 100 FT NORTH OF E STRONG STREET				\$1,560.00														\$1,560.00
SR 10 (US 90) CERVANTES at R STREET		\$5,720.00								\$127.00								\$5,847.00
SR 10 (US 90) CERVANTES at L STREET		\$5,720.00								\$127.00								\$5,847.00
SR 10 (US 90) CERVANTES at J STREET		\$5,720.00								\$127.00								\$5,847.00
SR 10 (US 90) CERVANTES at BETWEEN P & O STREET													\$5,444.00					\$5,444.00
SR 10 (US 90) CERVANTES at BETWEEN M & N STREET													\$5,444.00					\$5,444.00
SR 10 (US 90) CERVANTES at BETWEEN F & G STREET													\$5,444.00					\$5,444.00
SR 10 (US 90) CERVANTES at BETWEEN C & D STREET													\$5,444.00					\$5,444.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
04/23
Exhibit A Page 10 of 10

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
									Total Lump Sum Amount*								\$476,746.00	

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ \$476,746.00_____.

Maintaining Agency

Date

District Traffic Operations Engineer

Date

RESOLUTION
NO. 2024-81

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA, ADOPTING AND APPROVING THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola, a political subdivision of the State of Florida, acting by and through its duly authorized City Council, wishes to enter into that certain Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation (“Agreement”), a copy of which is attached hereto as Exhibit A; NOW, THEREFORE,

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

SECTION 1. That the City Council does hereby adopt and approve the Agreement and further authorizes the Mayor to execute and take actions necessary to administer the Agreement, to the extent consistent with the terms of the Agreement and the Mayor’s Executive Powers as granted by the City Charter.

SECTION 2. 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-947

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-80 - FEDERAL LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT - PPD MOBILE COMMAND CENTER

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-80.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the use of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$184,164.00 from the Federal Law Enforcement Trust Fund (LETF) established by the City of Pensacola as a non-major special revenue fund and, as such, combining both state and federal confiscated funds into one accounting fund. The requested amount of \$184,164.00 will help fund the PPD Mobile Command Center.

Responding to disasters/major incidents often involves multiple agencies and first responders and having the necessary equipment to coordinate and work the events is critical. Beyond personnel comes the need for a mobile command center that can serve as a center for coordinating incidents in the field. The Pensacola Police Department (PPD) has mutual aid agreements with surrounding agencies and sworn personnel who are active/proactive at any

given time. While surrounding agencies may have similar units, it could take all agencies/mobile units to respond should a disaster/emergency occur along the Northwest Florida Gulf Coast.

In addition to protecting the public, sworn members are also responsible for critical infrastructure such as bridges, interstate roadways, the Port of Pensacola, etc. A threat to the community can occur at any time on land or water. With the number of festivals, events, parades, tournaments, air shows, high profile buildings, along the Gulf Coast, a mobile command center is needed to respond in case of emergencies. The usage during long-term SWAT callouts and training/exercises adds to the need for the mobile command center also.

The PPD currently has a 2007 GMC command center that is at the end of its service life. Significant technological improvements have occurred since 2007, and new vehicles come equipped with and allow for implementation of these technologies to benefit communities. Natural disasters such as hurricanes or incidents that potentially harm infrastructures and/or the public make the need for an updated command center extremely critical. The ability to have interoperability in communication would enhance the capabilities to communicate/operate with other local, state, and federal agencies.

PRIOR ACTION:

October 26, 2023 - City Council approved Supplemental Budget Resolution No. 2023-079 - FEMA FY2023 PORT SECURITY GRANT PROGRAM - Grant No. EMW-2023-PU-00455: MOBILE COMMAND CENTER in the amount of \$493,336.00 grant funding and \$164,445.00 PPD FY24 Local Option Sales Tax Funds/local match, totaling \$657,781.00.

FUNDING:

Budget:	\$841,945.00	
Actual:	\$493,336.00	(approved grant funding)
	164,445.00	(approved PPD FY24 or FY25 Local Option Sales
	184,164.00	Tax/local match)
		Requested PPD LETF Federal Funds
	\$841,945.00	TOTAL

FINANCIAL IMPACT:

The funds would be from the Federal Law Enforcement Trust funds and will have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/1/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-80
2. Supplemental Budget Explanation No. 2024-80
3. Letter of Certification No. 2024-80
4. Summary: FEMA PPD Mobile Command Center
5. Proposal from Emergency Vehicles, Inc.

PRESENTATION: No

**RESOLUTION
NO. 2024-80**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	184,164
As Reads:	Capital Outlay	145
Amended		
To Read:	Capital Outlay	184,309

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
OCTOBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2024-80

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>184,164</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>184,164</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>184,164</u>	

LETF Requests
October 3, 2013

Item Requested	Department	Requestor	Notes	Requested Amount
1 All-in-one Printer	Investigations	Kristin Brown	The computer crimes forensic lab currently using a 3yr old printer. The device has become unreliable. It is necessary for this unit to have its own stand-alone device due to the nature of the files the detectives deal with on a daily basis.	\$500.00
2 Accreditation	Administration	Paul Kelly	For February 2014 Conference (\$2,500); Accreditation fees for three years (CFA and FL PAC) (\$2,100); necessary equipment: legal guidelines, first aid, miscellaneous. (\$5,400)	\$10,000.00
3 Training	Special Projects	Paul Kelly	VIVA online 4 day one-on-one refresher course for Cognitech's certified end-user (20 hours total)	\$1,500.00
4 Telephone Software (?)	V & N	Paul Kelly	Callyo basic system for 3 years; additional lines; Bluetooth Transmitter; headphones with mic and training	\$5,100.00
5 Matching Funds	Administration	Wesley Jones	Funds to be used for grant matching requirements	\$20,000.00
6 Crime Prevention	Adminstration	Chief	Various programs from give away items to support of various community programs	\$50,000.00
7 Hubs and docking stations	Investigations	Jeff Brown	These devices allow several hard drives to be connected at one time and allow additional storage devices to be accessed by our work computers. The ability to analyze several devices at once, increases the speed and efficiency of the Computer Crimes Unit.	\$400.00
8 Hard drives	Investigations	Jeff Brown	These drives allow the Computer Crimes Unit to store contraband collected from suspects computers	\$1,600.00

LETF Requests

October 3, 2013

9	Windows Licenses	Investigations	Jeff Brown	CCU seize and use suspect computers that contain contraband. Once cleaned, these licenses will allow the installation of new, unused Windows programs on these computers and then these computers can be used for multiple purposes by the PD.	\$4,000.00
10	Mac Computer	Investigations	Jeff Brown	This computer is needed to help analyze and locate suspect contraband.	\$4,000.00
Total LETF Requested					<u><u>\$97,100.00</u></u>

City of Pensacola Police Department
Local Law Enforcement Trust Fund (LETF)
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055(5)(b) in reference to the use of Confiscated Funds from a Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	Crime Prevention	\$50,000
2		
3		
4		
5		
6		
7		
8		
Total Requested		\$50,000

David Alexander III, Chief of Police

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	PPD Mobile Command Center	\$184,164
Total Requested		\$184,164

Eric Randall, Chief of Police

Date

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PENSACOLA POLICE DEPARTMENT
MOBILE COMMAND CENTER GRANT**

NARRATIVE

The Northwest Florida/Southern Alabama Gulf Coast areas offer miles of land and waterways for enjoyment, exploration and, unfortunately, potential for disasters/major incidents as the area can be hit by a natural disaster or experience a major incident at any time. Responding to disasters/major incidents often involves multiple agencies and first responders, and having necessary equipment to coordinate and work the events is critical. Beyond personnel comes the need for mobile command centers that can serve as centers for coordinating incidents in the field. The Pensacola Police Department has mutual aid agreements with surrounding agencies and has sworn personnel who are active/proactive at any given time.

In addition to protecting the public, sworn members also are responsible for critical infrastructures such as bridges, interstate roadways, the Port of Pensacola, etc. A threat to the community can occur at any time on land or on water. With the number of festivals, events, parades, tournaments, air shows, high profile buildings, etc. along the Gulf Coast, a mobile command center is needed to respond in case of emergencies. National Night Out, Relay for Life, thousands of beach goers, etc. plus usage during long-term SWAT call outs, for training/exercises, etc. add to the need for the command center. While surrounding agencies may have similar units, it may take all agencies/mobile units to respond should a disaster/emergency occur along the Northwest Florida Gulf Coast.

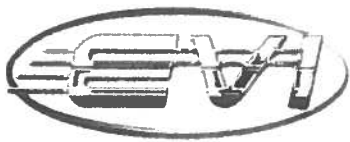
The Pensacola Police Department currently has a 2007 GMC mobile command center that is at the end of its service life. Significant technological improvements have occurred since 2007 and newer vehicles come equipped with and allow for implementation of these technologies to benefit communities. Natural disasters such as hurricanes or incidents that potentially harm infrastructures and/or the public make the need for an updated command center extremely critical. The ability to have interoperability in communication would enhance capabilities to communicate/operate with other local, state and federal agencies.

With a focus on the Port of Pensacola, which includes housing for American Magic, the mobile command center will be used not only in this area but also in others after a natural disaster such as a hurricane strikes and recovery teams are sent to help.

BUDGET

The Pensacola Police Department submitted a grant request to FEMA for \$493,336 with an additional \$164,445 to be paid by the Pensacola Police Department/City of Pensacola to build a new mobile command center for a total of \$657,781. In early September, the City received an award notification letter that the grant has been approved.

The 30-foot mobile command center will be built through Florida Sheriffs Association state cooperative contracts, and will take approximately a year to build once the grant is accepted.



Emergency Vehicles, Inc.

Building Custom Emergency Vehicles Since 1971

Team Approach | Value Engineering

Proposal

To: _____
Pensacola Police Department
711 N. Hayne Street
Pensacola, Florida 32501

Date: September 19, 2024
Quote No.: PENSA PD-0001
Submitted By: Lee Potter, Regional Sales Manager
Authorized By: *E. Penning*

We hereby propose to furnish to you the following unit(s) and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein. We reserve the right to withdraw this proposal if not accepted within the timeframe specified below.

Qty.	Description	Unit Price	Extension
1	2026 Freightliner M2 2-Door Chassis	\$ 103,500.00	\$ 103,500.00
1	EVI 30-Ft Mobile Command Unit	\$ 738,445.00	\$ 738,445.00
	H-C/MC Contract No. ES12-23		
	Sub-Total	\$ 841,945.00	\$ 841,945.00
	Taxes		.00
	TOTAL		\$ 841,945.00

F.O.B. PENSACOLA, FLORIDA

Price valid until October 19, 2024

Terms of Payment: Chassis portion (\$ 103,500.00) payable upon receipt of chassis at EVI Factory. Balance due at time of delivery and/or acceptance.

Optional Discount with Prepayment

Option #	Prepay Percentage	Amount	Savings	New Cost (Excluding Taxes)
1	50%	\$ 420,973.00	\$ 14,786.00	\$ 827,159.00
2	75%	\$ 631,459.00	\$ 23,732.00	\$ 818,213.00
3	90%	\$ 757,751.00	\$ 29,099.00	\$ 812,846.00
4	100%	\$ 809,267.00	\$ 32,678.00	\$ 809,267.00

Savings are based on receiving pre-payment with contract purchase order.

TERMS AND CONDITIONS

- Late Payment Charges: 18% APR or maximum legal finance charge starts 30 days from date of completion.
- Certificate of Origin (*if applicable*) will be issued upon receipt of payment in full.

DELIVERY SCHEDULE: Your Mobile Command Vehicle shall be completed in approximately 240 working days. Production will be scheduled upon receipt of chassis and/or timely receipt of approved construction drawings at the Company's factory location in Palm Beach County, Florida.

EVI PROPOSAL - PAGE 1 of 2

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit. This contract is subject to cancellation by seller if major components, for example chassis, cannot be obtained within 12 months from date of contract. Any monies prepaid by buyer will be refunded.

PREPAYMENT/PROGRESS PAYMENTS: Due to the custom, one of a kind, buyer specific design, and dollar amount of the project the seller may require progress payments.

TARIFF / SURCHARGES: Our proposal is based on the latest available pricing from our vendors. Any substantial tariff and/or surcharge fees added on the vendor invoice for major components will be documented and submitted for payment at time of final invoicing.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited by, or deemed invalid under applicable state laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

CHOICE OF LAWS: This proposal shall be construed according to the Laws of the State of Florida. The parties agree that all actions leading up to the formation and execution of this contract occurred with the State of Florida, and that venue for any dispute shall be Palm Beach County, Florida.

PERFORMANCE BOND: When required, the performance bond shall guarantee performance to the attached specifications and shall remain in effect for a period not exceeding one (1) year after the apparatus is completed and accepted by the Buyer.

SHORTAGES: In case of the inability to obtain non-essential component(s) in a timely manner, the Company will complete the unit for your inspection and acceptance. Company will install the shorted component(s) at your facility as soon as they become available. Company will require payment at time of delivery and acceptance, minus a negotiated holdback until all shortages are resolved. Company will issue a clean MSO upon receiving partial payment at time of acceptance.

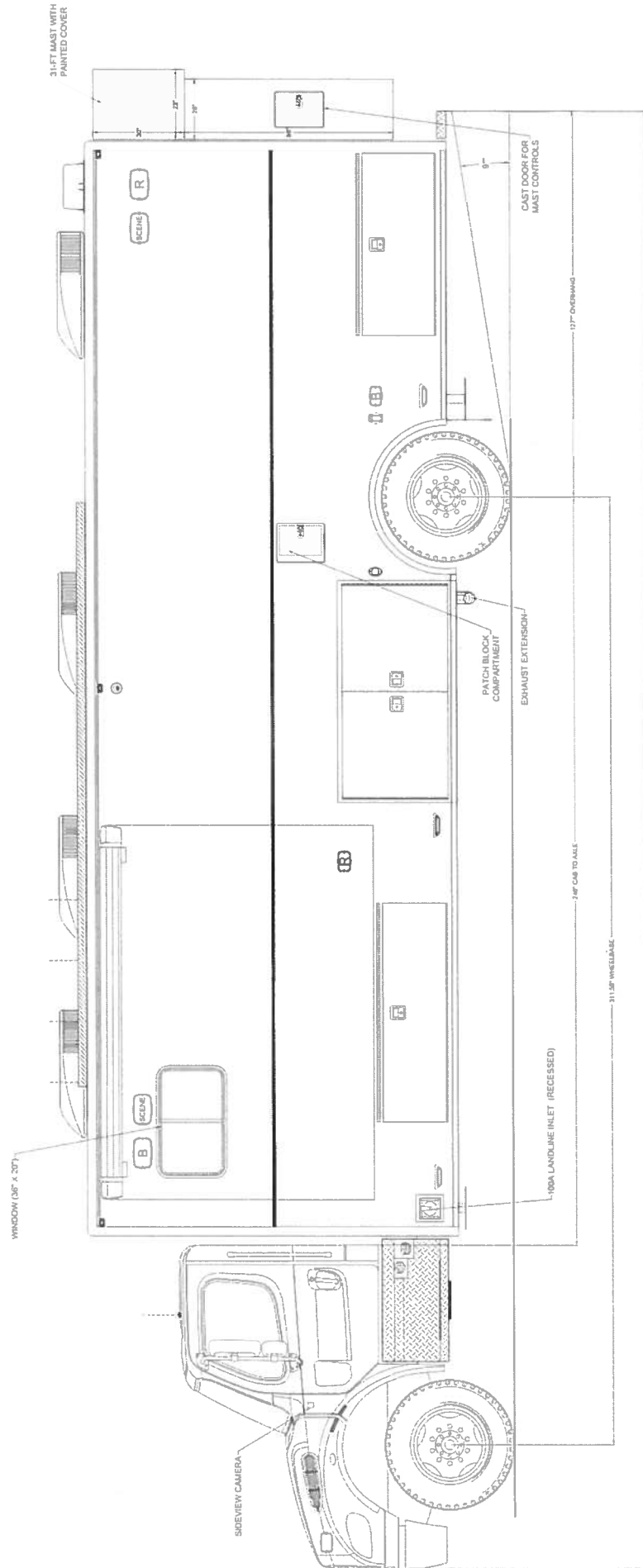
SUBSTITUTION OF COMPONENT(S): If certain component(s) are not available due to being discontinued or cannot be obtained in a reasonable period of time, the Company will contact you for approval of a substitute or deletion of the component(s) and the related cost.

WORK REQUESTED TO BE DONE LOCALLY: If you require additional work to be completed by a third party, not the Company, after the unit is completed such as: transferring equipment from your old unit onto the new unit, special equipment to be installed, graphics, etc., the Company will require you to inspect and accept the unit at the Company's factory once it completes its portion. Company will arrange for the additional work to be completed by the third party, per your request. Company will require a partial payment, previously negotiated, for the work completed and issue a clean MSO once it's received. The balance will be due upon delivery of the unit to your facility.



705 13TH STREET, LAKE PARK, FL
800-848-6652

Pensacola Police Department Pensacola, FL



PRELIMINARY

NOTICE: THIS DRAWING IS A REPRESENTATION OF THE VEHICLE AND/OR COMPONENTS AS DESCRIBED IN THE ORDER. IT IS NOT A CONTRACT. THE VEHICLE MANUFACTURER'S SPECIFICATIONS AND TO ENSURE WE PROVIDE A CONSISTENTLY HIGH QUALITY PRODUCT.

REVISION 1	DATE: 08/14/2024
REVISION 2	
REVISION 3	
REVISION 4	
REVISION 5	
REVISION 6	

THESE DESIGN/ENGINEERING SPECIFICATIONS ARE FOR THE VEHICLE ONLY. THE VEHICLE MANUFACTURER'S SPECIFICATIONS AND TO ENSURE WE PROVIDE A CONSISTENTLY HIGH QUALITY PRODUCT.

SALES/DWG/Pensacola Police Dept/30CVD/09162024

Streetside Overall

[illegible]

NOTICE: THIS DEMAND IS A REPRESENTATION OF THE VEHICLE AND/OR COMPONENTS AS DESCRIBED IN THE SPECIFICATIONS FOR THIS DATE SHOWN. I'M RESERVING THE RIGHT TO MAKE CHANGES, AS NECESSARY, DURING THE PRODUCTION PROCESS TO ACCOMMODATE BEST MANUFACTURING PRACTICES AND TO ENSURE WE PROVIDE A QUALITY PRODUCT.

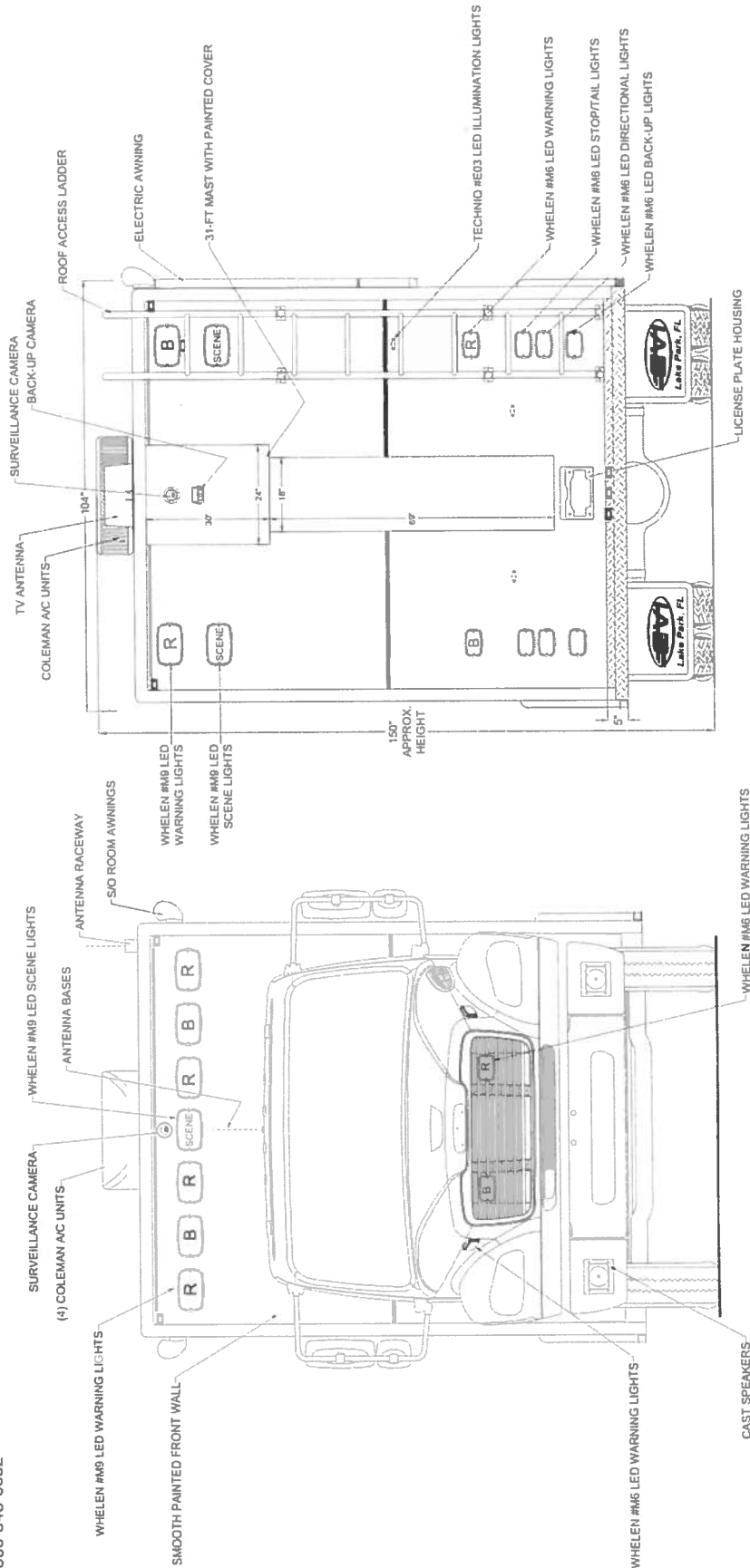
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PERMISSION 2	-	
PERMISSION 3	-	
PERMISSION 4	-	
PERMISSION 5	-	
PERMISSION 6	-	

SAI ESDWG\Pensacola Police Dept\30CVDF\09162024



705 13TH STREET, LAKE PARK, FL
800-848-6652

Pensacola Police Department Pensacola, FL



PRELIMINARY

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REVISION	DATE	DESCRIPTION
REVISION 1	01/16/2024	INITIAL DESIGN
REVISION 2	01/16/2024	REVISION 2
REVISION 3	01/16/2024	REVISION 3
REVISION 4	01/16/2024	REVISION 4
REVISION 5	01/16/2024	REVISION 5
REVISION 6	01/16/2024	REVISION 6



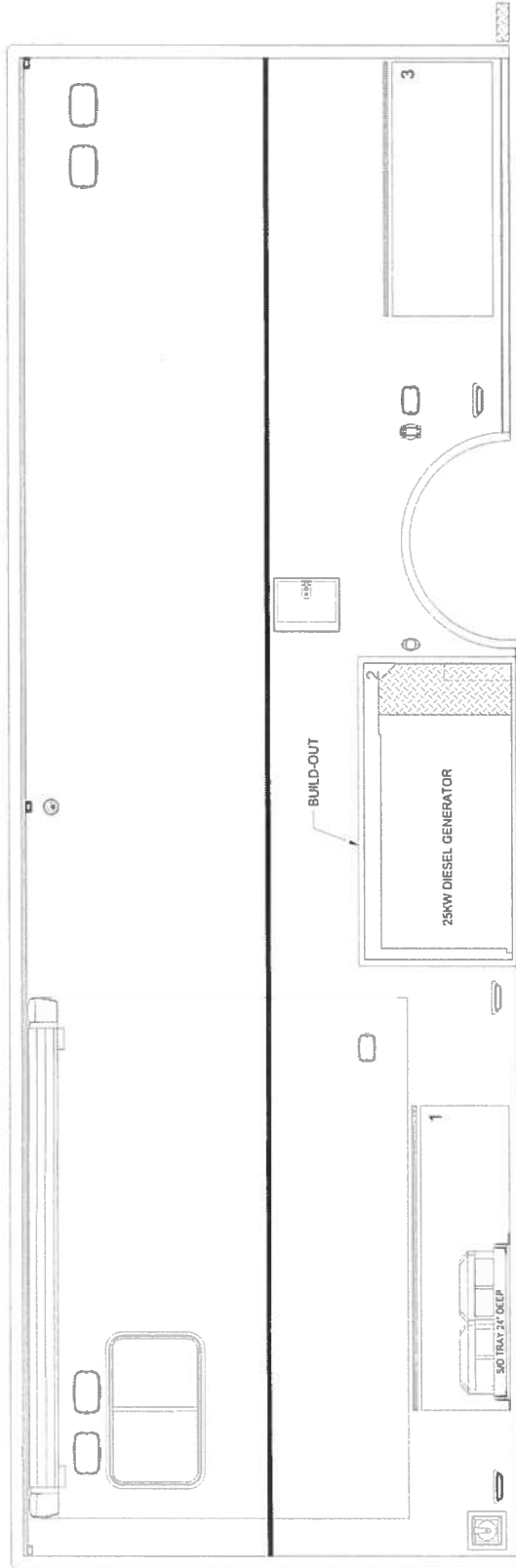
Front/Rear View

SALES/DWG/Pensacola Police Dept/30CVD/0916/2024



705 13TH STREET, LAKE PARK, FL
800-848-6652

Pensacola Police Department Pensacola, FL



← FRONT

COMPARTMENT LEGEND
COMPT #1 - 72"W X 81"H X 25"D
COMPT #2 - 72"W X 35"H X 25"D
COMPT #3 - 60"W X 24"H X 25"D



Streetside Body

PRELIMINARY

NOTICE: THIS DRAWING IS A REPRESENTATION OF THE VEHICLE AND/OR COMPONENTS AS DESCRIBED IN THE SPECIFICATIONS. IT IS NOT A CONTRACT. THE MANUFACTURER ASSUMES NO LIABILITY FOR THE PRODUCTION OF THIS DRAWING. THE MANUFACTURER ASSUMES NO LIABILITY FOR THE PRODUCTION OF THIS DRAWING. THE MANUFACTURER ASSUMES NO LIABILITY FOR THE PRODUCTION OF THIS DRAWING.

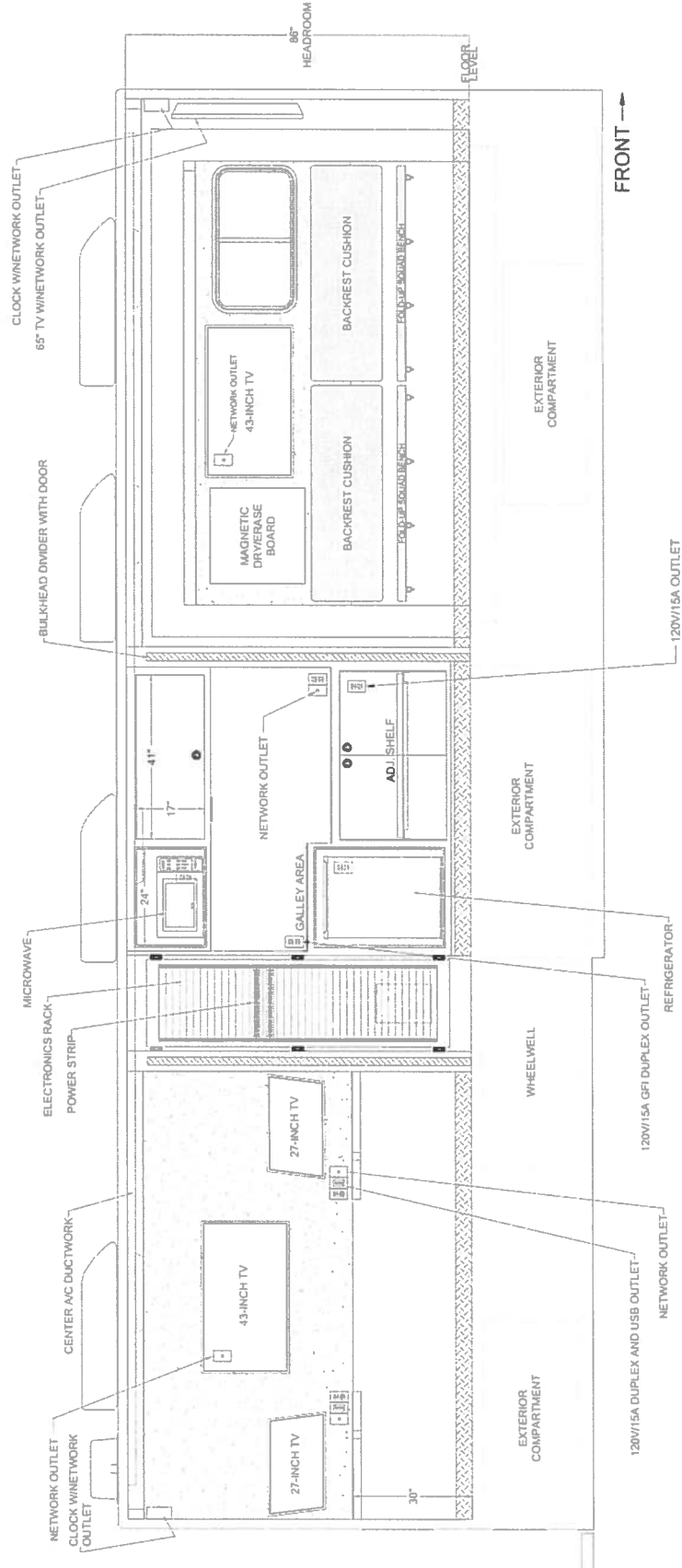
REVISION	DATE	DESCRIPTION
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2	01/11/18	REVISED DESIGN
3	01/11/18	REVISED DESIGN
4	01/11/18	REVISED DESIGN
5	01/11/18	REVISED DESIGN
6	01/11/18	REVISED DESIGN
7	01/11/18	REVISED DESIGN
8	01/11/18	REVISED DESIGN

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705 13TH STREET, LAKE PARK, FL
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Streetside Interior

PRELIMINARY

NOTICE: THIS DRAWING IS A REPRESENTATION OF THE VEHICLE AND/OR COMPONENTS AS DESCRIBED IN THE PROPOSAL. IT IS NOT A CONTRACT. THE VEHICLE AND/OR COMPONENTS WILL BE MANUFACTURED AND TO ENSURE WE PROVIDE A CONSISTENTLY HIGH QUALITY PRODUCT.

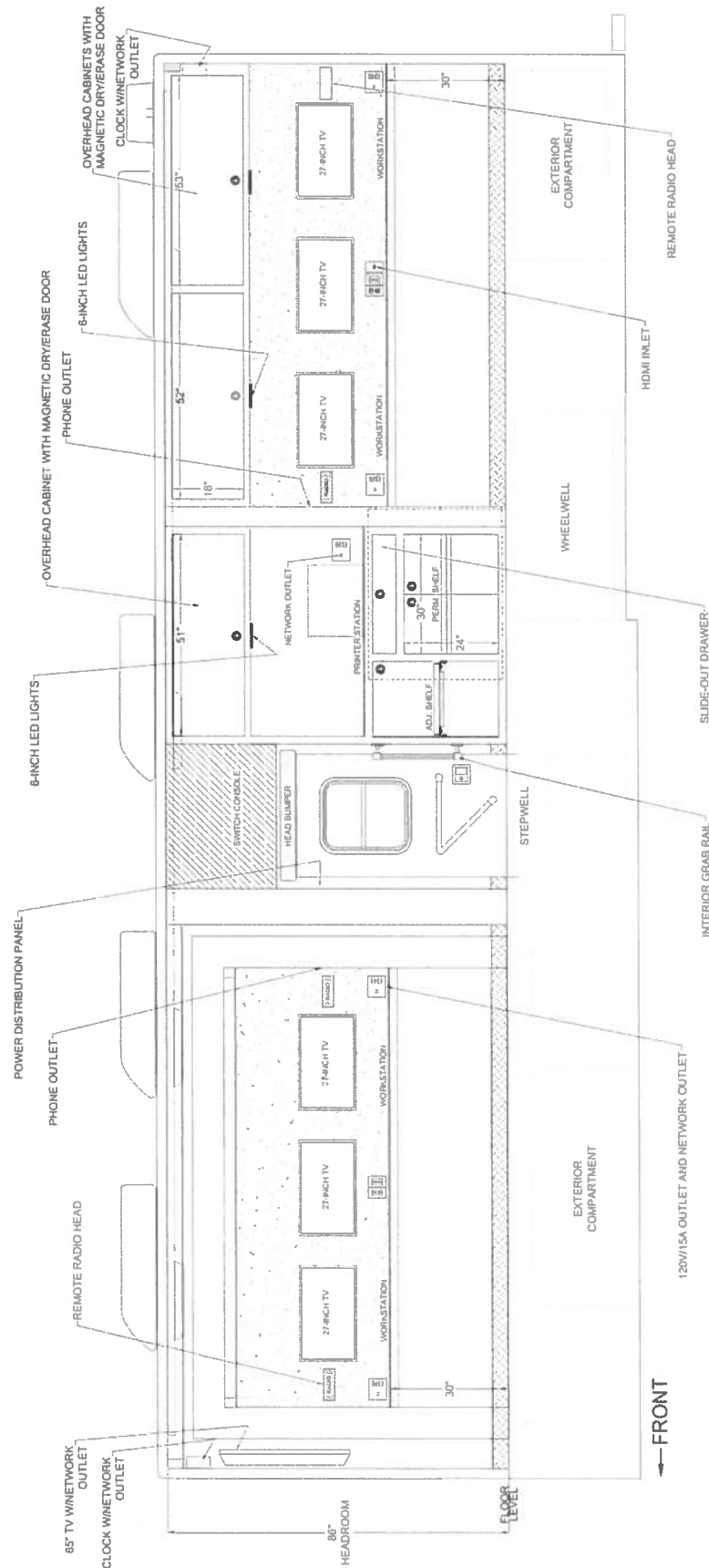
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REVISION 2	-	DESIGN/ENGINEERING
REVISION 3	-	DESIGN/ENGINEERING
REVISION 4	-	DESIGN/ENGINEERING
REVISION 5	-	DESIGN/ENGINEERING
REVISION 6	-	DESIGN/ENGINEERING

DATE: 09/16/2024
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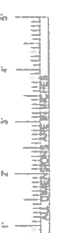
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DATE: 08/16/2024

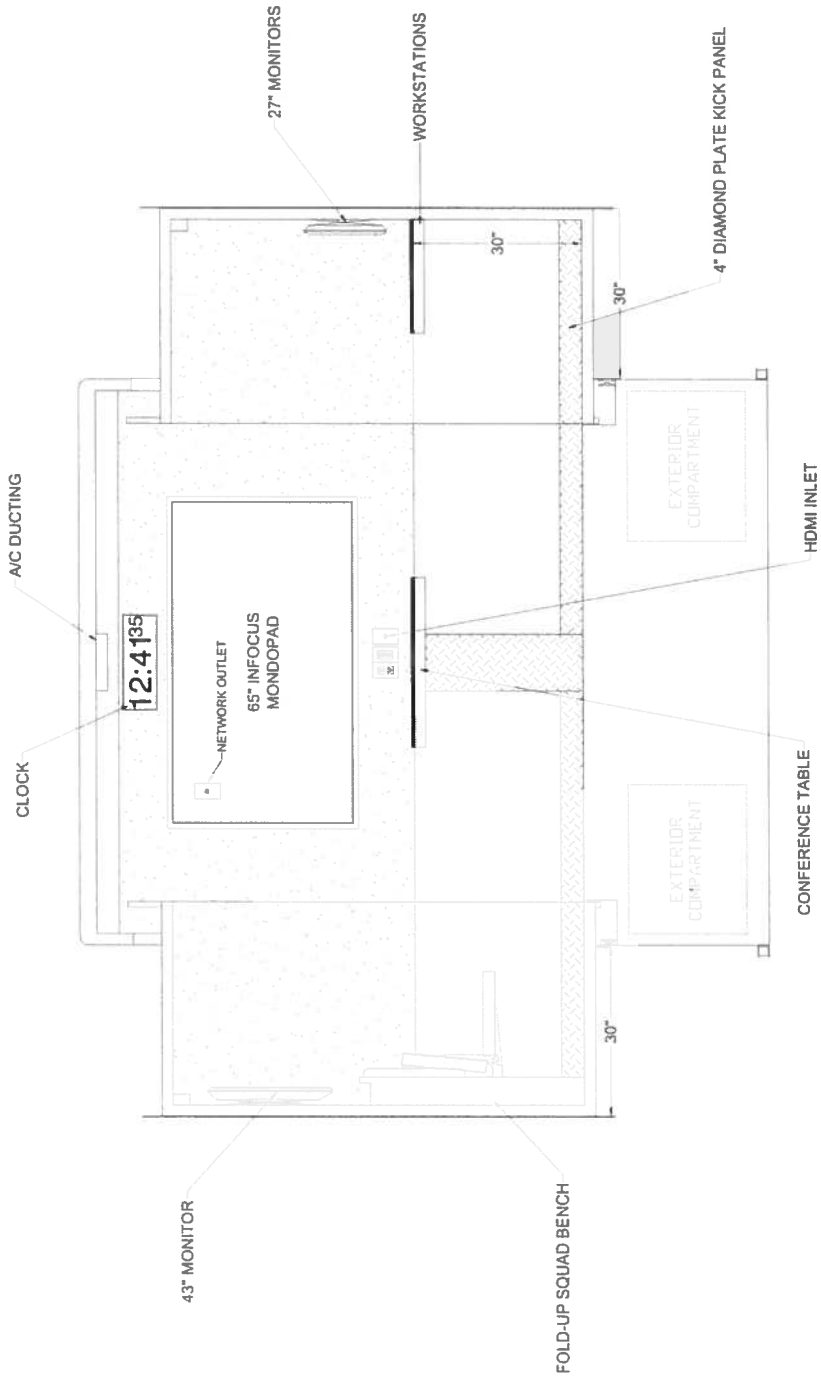
Curbside Interior





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REVISION	DATE	DESCRIPTION
REVISION 1	01/11/2024	INITIAL DESIGN
REVISION 2	01/11/2024	REVISION 2
REVISION 3	01/11/2024	REVISION 3
REVISION 4	01/11/2024	REVISION 4
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REVISION 6	01/11/2024	REVISION 6

DATE: 01/11/2024

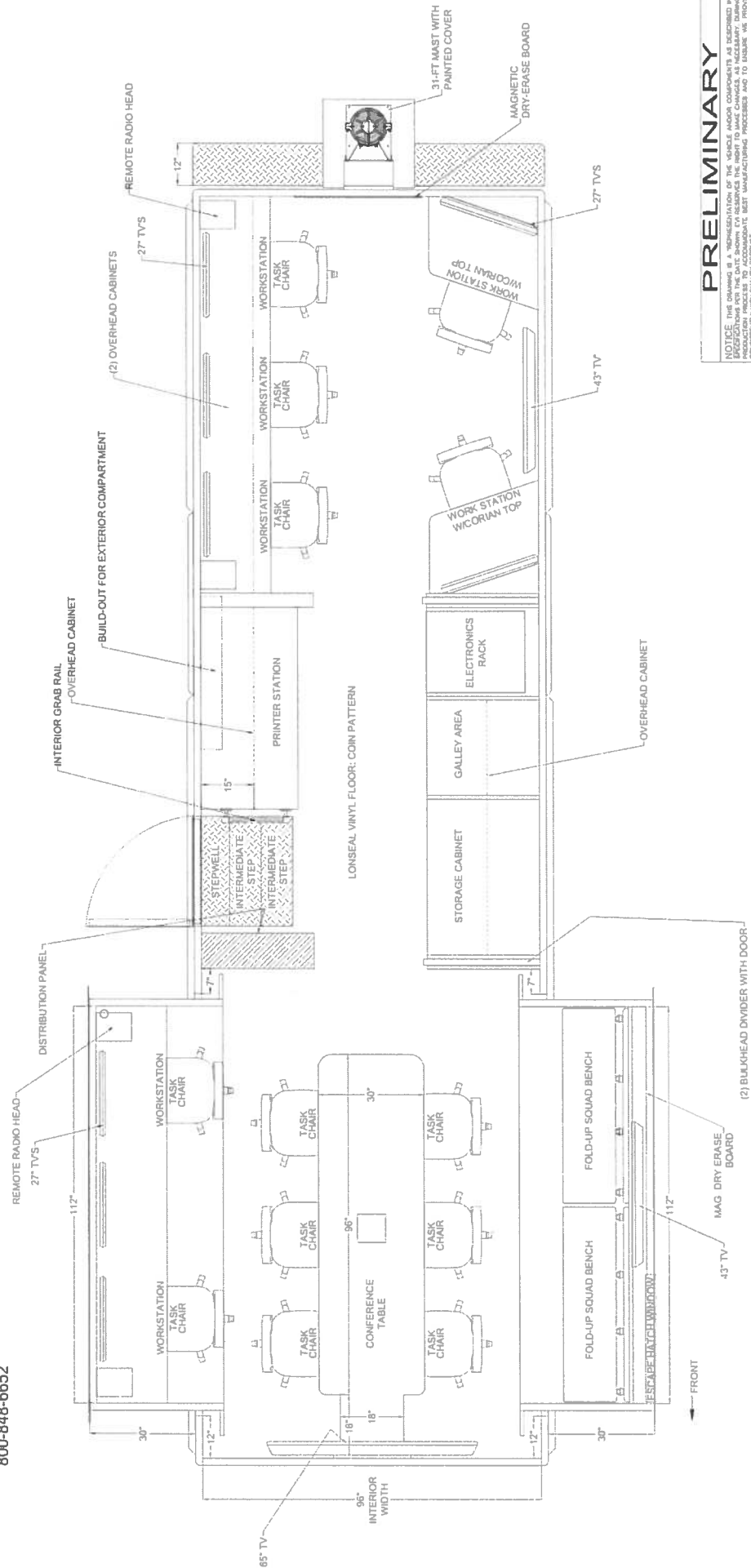
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Front Interior



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DESIGNER	THE S.S. DESIGN ENGINEERING
REVISION 1	DESIGNER'S INITIALS
REVISION 2	ENGINEER'S INITIALS
REVISION 3	MANUFACTURER'S INITIALS
REVISION 4	MANUFACTURER'S INITIALS
REVISION 5	MANUFACTURER'S INITIALS
REVISION 6	MANUFACTURER'S INITIALS
REVISION 7	MANUFACTURER'S INITIALS
REVISION 8	MANUFACTURER'S INITIALS
DATE	09/16/2024

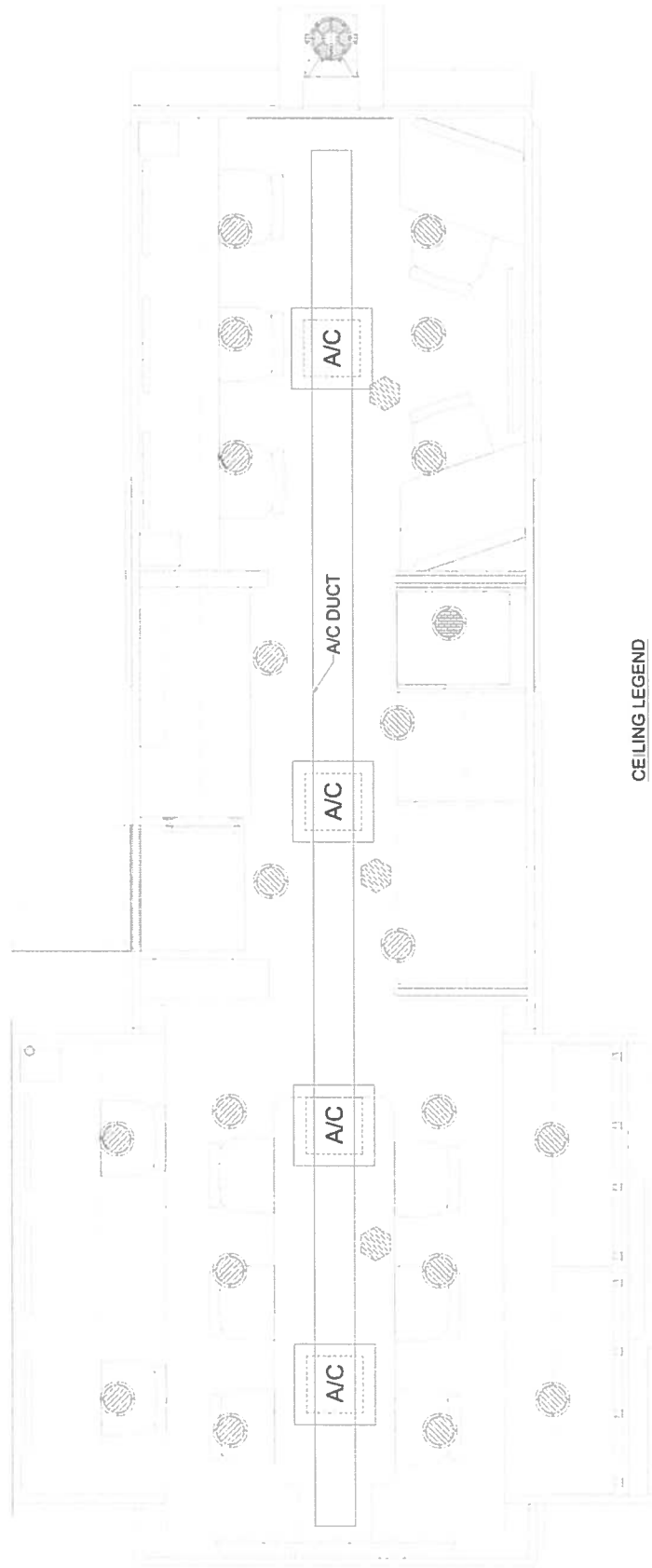
Interior Planview



Pensacola Police Department Pensacola, FL



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CEILING LEGEND

- WHELEN #80 RED/WHITE LED LIGHTS
- WHELEN #80 WHITE LED LIGHTS
- SMOKE/CARBON MONOXIDE ALARM

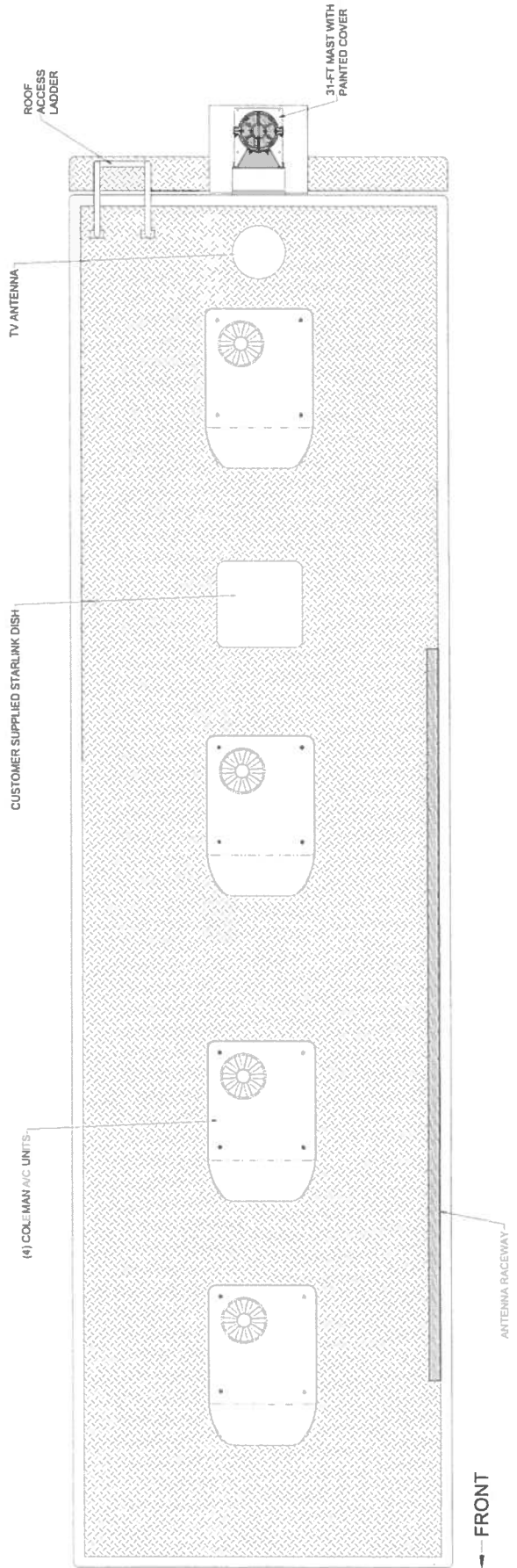
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REVISION 1	DESIGN/ENGINEERING	04/11/18
REVISION 2	DESIGN/ENGINEERING	04/11/18
REVISION 3	DESIGN/ENGINEERING	04/11/18
REVISION 4	DESIGN/ENGINEERING	04/11/18
REVISION 5	DESIGN/ENGINEERING	04/11/18
REVISION 6	DESIGN/ENGINEERING	04/11/18
REVISION 7	DESIGN/ENGINEERING	04/11/18
REVISION 8	DESIGN/ENGINEERING	04/11/18

Ceiling Planview

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Roof Planview

QUOTATION

Emergency Vehicles, Inc.

Pensacola Police Department
Sgt. Jamie Briarton
711 N. Hayne Street
Pensacola, FL 32501
850-435-1928
jbriarton@cityofpensacola.com

Quote No: Pensa_PD-0001
09/11/2024

Page 1

PART NO	QTY	DESCRIPTION
AG-02-0188	1	== FREIGHTLINER M2 106 2 DOOR CHASSIS == 2026 FREIGHTLINER M2 106 2 DOOR, SINGLE AXLE CHASSIS CAB: -- 2-Door Conventional -- 106" BBC (Bumper to Back of Cab) GVWR: -- 34,200 Pounds WHEELBASE: -- 312" CAB-TO-AXLE: -- 246" FRAME: -- 100" Frame Overhang (AF) -- Steel Channel 11/32" x 3-1/2" x 10-15/16", 120KSI -- 1/4" Inner Frame Reinforcement FRONT BUMPER: -- Three-Piece 14" Chromed Steel with Collapsible Ends -- (2) Frame-Mounted Front Tow Hooks FRONT AXLE: -- 13,200 Pound Rating Front Oil Seals -- Bonded Rubber Spring Pin Bushings -- 16.5x5 Q+ Cast Spider Cam Front Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service, Non-Asbestos Front Lining -- Cast Iron Front Brake Drums -- Automatic Front Slack Adjusters -- Synthetic 75W-90 Front Axle Lube REAR AXLE: -- 21,000 Pound Rating, R-Series Single Axle -- 5.22 Rear Axle Gear Ratio -- 16.5X7 Q+ Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service Non-Sbestos Rear Brake Lining -- Rear Oil Seals -- Automatic Rear Slack Adjusters -- Synthetic 75W-90 Rear Axle Lube REAR SUSPENSION: -- 23,000 Pound Rear Suspension With Chain Clearance -- High Position Ride Height -- Manual Dump Valve For Air Suspension With Indicator Light, Without Gauge -- Dual Air Rear Suspension Leveling Valves -- Rear Shock Absorbers - One Axle (Air Ride Suspension) SHOCKS: -- Heavy Duty Front and Rear STEERING: -- Power Hydraulic Assist -- Four Spoke 18" Steering Wheel -- Adjustable Tilt/Telescoping Steering Column

PART NO	QTY	DESCRIPTION
		BRAKES: -- Anti-Lock Braking System with Traction Control -- Full Air Cam Type Dual System -- Cummins 18.7 CFM Air Compressor -- (2) Steel Air Brake Reservoirs -- BW DV-2 Drain Valves -- Automatic Slack Adjusters -- Wabco 1200 Heated Air Dryer -- Petcock Drain Valves on all Air Tanks PARKING BRAKE: -- MGM TR Parking Chambers (Axle Cam) ENGINE: -- Cummins L9 Turbo Diesel - EV -- 360 Horsepower @ 2000 RPM -- 1150 Lb/Ft @1300 RPM -- Cummins Exhaust Brake Integral w/Variable Geometry Turbo w/Tail Light Activation -- Cummins Full Flow / Bypass Oil Filter -- Engine Speed Control (Set @ 1400 RPM) -- Heavy Duty Engine Cooling -- Coolant Recovery System -- Horton Drive Master On/Off Fan Drive -- Automatic Fan Control without Dash Switch -- Air Intake EXHAUST: -- RH Horizontal Muffler/Exhaust, LH Side Exit - Ahead of Rear Wheels -- Engine After Treatment Device -- Automatic Over the Road Regeneration -- Dash Mounted Regeneration Request Switch -- 6-Gallon Diesel Exhaust Fluid Tank, Mounted Next to Fuel Tank on Drivers Side TRANSMISSION: -- Allison 3000EVS 6-Speed Automatic w/Auto Neutral -- Push Button Electric Shift Control - Dash Mounted -- Vehicle Interface Wiring and PDM -- Body Builder Connector - Back of Cab -- PTO Provisions -- Transmission Oil Check and Fill with Electronic Oil Level Check -- Synthetic Transmission Fluid (TES-295 Compliant) DRIVE SHAFT: -- Spicer Heavy Duty Tubular FUEL TANK: -- 50-Gallon Capacity Short Rectangular (Aluminum) - LH Side -- 50 Gallon Rectangular (Aluminum) - RH -- Fuel Tank(s) Forward -- Plain Step Finish -- High Temperature Reinforced Nylon Fuel Lines -- Aux. Fuel Pick Up and Return - LH Tank -- Heated Fuel/Water Separator with Primer Pump ELECTRICAL SYSTEM: -- Delco 12V Starter with Integrated Magnetic Switch -- Engine Warning System Buzzer and Light -- Warning Alarms: Low Oil Low Water High Water Temperature -- Tail Light Connector - Back of Cab -- 87 dB to 112 dB Automatic Self-Adjusting Backup Alarm ALTERNATOR: -- 300 Amp 40-SI QuadraMount Pad Alternator w/Remote Battery Voltage Sensor BATTERIES: -- (2) Group 31, 12-Volt Maintenance-Free 2000 CCA (Total) -- Single Battery Box LH - Frame Mounted Under Cab HORNS: -- Dual Electric HOOD:

PART NO	QTY	DESCRIPTION
		-- 1-Piece Moulded Fiberglass -- Tilting Hood and Fenders -- Chrome Front Grille -- Non-Removable Bug Screen Mounted Behind Grille CAB GLASS: -- Tinted Safety Glass - All Windows -- Omit Rear Cab Windows MIRRORS: -- 7" X 16" Stainless Steel/Heated -- LH/RH Remote Control -- 102" Wide Mirror Spacing -- 8" LH/RH Bright Finish Convex -- RH Down View Mirror GAUGES: -- Driver and Center Instrument Panel -- Tachometer with Hourmeter -- Speedometer -- Odometer -- Fuel Level -- Voltmeter -- Transmission Temperature Gauge -- Engine Coolant Temperature -- Engine ECM Customer Access -- Dual Air Pressure -- Air Restriction Indicator WIPERS: -- Electric Wipers and Washers -- Intermittent Wiper Switch PAINT COLOR: -- White - Premium -- Base Coat/Clear Coat ENVIRONMENTAL: -- Cab Air Conditioning -- Heavy Duty Heater -- Windshield Defroster CAB SEATING: -- Premium High Back Air Suspension Driver Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber -- Premium High Back Air Suspension Passenger Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber -- Dual Driver and Passenger Seat Armrests -- 3-Point High Visibility Orange Retractor Type Seat Belts CAB TRIM/COLOR: -- Custom Interior Opal Gray Vinyl -- Black Floor Mats with Insulation TIRES: -- Michelin; 11R22.5; 14-Ply -- (2) Front Highway Tread XZE2 -- (4) Rear Traction Tread XDN2 WHEELS: -- Accuride 22.5X8.25 10-Hub Pilot Aluminum Front Wheels -- Accuride 22.5X8.25 10-Hub Pilot Aluminum Rear Wheels MISCELLANEOUS: -- LH/RH NFPA Exterior Grab Handles -- LH/RH Yellow Interior Cab Grab Handles -- Leaf Spring Rear Cab Suspension -- AM/FM/WB Radio with Bluetooth and Front Auxiliary Input -- (2) Radio Speakers in Cab -- Self-Canceling Turn Signal Switch with Dimmer -- Integral Headlight Beam 4-way Flasher -- Day Time Running Lights

PART NO	QTY	DESCRIPTION
		-- Cigarette Lighter -- Dual Interior Sun Visors -- LED Head Light Assembly -- Wiring with Separate Stop/Turn Wires to 4-Feet Beyond End of Frame -- 12-Volt Power Source - Dash -- Forward Roof Mounted Console with Upper Storage Compartment -- (2) Cup Holders - LH/RH Dash -- Power Windows and Door Locks -- (1) Owner's Manual Booklet CHASSIS WARRANTY: -- Two (2)-Year/Unlimited Miles Freightliner M2 Chassis Warranty -- Two (2)-Year/100,000 Mile Cummins Engine Warranty -- Five (5)-Year/Unlimited Miles Allison Transmission Warranty ==30-FT MOBILE COMMAND CENTER SINGLE AXLE ==
BA-00-0000	1	CHASSIS PREPARATION - GENERAL
BA-00-0030	1	TRANSMISSION INTERLOCK SYSTEM -- To prevent the vehicle from going into gear with the following deployed: -- Leveling system -- Slide-out rooms -- Awning -- Rear tower -- To include a hidden override switch in the engine compartment
BB-00-0000	1	CHASSIS FRAME RAIL PREPARATION
BB-02-0100	30	FRAME RAIL TORQUE BOX - 6" RISE (LIN FT)
BB-20-0000	1	QUADRA MFG. BIG FOOT #QE-2 VEHICLE LEVELING SYSTEM Includes: -- Warning light in cab Foot Pad: -- 14" O.D. x 3/8"
IC-00-2000	1	-- LEVELING SYSTEM VISUAL & AUDIBLE ALARM
BC-50-0000	1	DIAMOND PLATE FUEL TANK COVER - LH -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BC-50-0500	1	DIAMOND PLATE FUEL TANK COVER - RH -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BE-00-1705	2	ENGRAVED LABEL - ULTRA LOW SULFUR DIESEL FUEL ONLY
BE-00-1715	1	ENGRAVED LABEL - DEF FLUID ONLY
BF-05-0500	1	REAR STEP AND BUMPER ASSEMBLY -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BG-00-1000	1	PAIR REAR BLACK RUBBER WHEEL MUD FLAPS
BH-06-0500	1	SET CHROME HUBS & NUTS W/ AIR INFLATION & WRENCH KIT - 19.5" MED/ 22.5" HVY DUTY
C0-01-0000	1	ALL ALUMINUM MODULAR BODY
CA-BC-3000	1	MODULE BODY PACKAGE 30-FT WALK-IN
CA-BD-0020	1	-- MODULE BODY LENGTH - 360" O.D.
CA-BD-0040	1	-- MODULE BODY WIDTH - 100" O.D.
CA-BD-0060	1	-- MODULE BODY COMPARTMENT HEIGHT - VARIES
CA-BD-0080	1	-- MODULE BODY HEADROOM (WALK-IN) - 86"
CA-CC-3000	1	-- DIAMOND PLATE MODULE ROOF - NON SKID / NFPA -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements

PART NO	QTY	DESCRIPTION
CA-CE-0040	1	-- MODULE FRONT WALL - SMOOTH PAINTED
CB-75-0000	1	-- SET STONE GUARDS
CA-CF-0020	1	-- EXTERIOR SHEETING - 1/8" THICKNESS
CA-CG-0020	1	-- SET ROUNDED BODY VERTICAL CORNERS
CA-CG-1020	1	-- DRIP RAIL PACKAGE
CA-CG-2040	1	-- PAIR PAINTED EXTERIOR WHEELWELL PANELS
CA-CG-3020	1	-- REAR DIAMOND PLATE KICK PANEL -- Lower 5" of module body
CC-BC-3000	1	-- LOWER BODY RUB RAILS - "C" CHANNEL Scotchlite Stripe Color: -- To be determined
CJ-BB-3000	1	-- BODY INSTALLATION
CC-00-3501	1	SIDE ENTRY DOOR(S) WITH #400 LATCH
CC-00-5600	1	-- ENTRY DOOR PADDLE HANDLE STAINLESS STEEL (S)
CE-01-022A	1	-- 18"W X 22"H ENTRY DOOR SLIDING WINDOW(S)
HI-50-1205	2	-- ONE-WAY WINDOW OVERLAY(S) Color: Black
CC-05-0006	1	MODULE ENTRY DOOR GRAB RAIL(S) KNURLED ONE-PIECE - STAINLESS STEEL Location: -- Interior of side entry door -- To be V-shaped
CC-20-1510	1	STEPWELL(S) WITH DOUBLE INTERMEDIATE STEPS -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
CC-60-0200	1	LICENSE PLATE HOUSING W/ LED LIGHT
CC-90-2000	1	PAIR RUBBER REAR WHEEL FENDERETTES
CD-40-K01M	2	KNURLED GRAB RAIL(S) - MEDIUM Location: -- One (1) on exterior of body by side entry door -- One (1) on interior of body by side entry door
CD-60-0103	1	MANUAL PULL-OUT/DROP-DOWN STEP - SIDE ENTRY -- Includes warning light within the cab
CE-05-1838	1	36"W X 22"H SLIDING WINDOW(S) - EMERGENCY ESCAPE
CF-30-0000	1	CUSTOM ALUMINUM ROOF ACCESS LADDER -- Since access is provided to the roof, the diamond plate covering the roof shall be "slip resistant", meeting NFPA requirements
CF-90-0060	1	CAREFREE ECLIPSE ELECTRIC VINYL AWNING 12V UP TO 21-FT Case Color: -- Black Canvas Color: -- Cadet gray Location: -- Curbside of body

PART NO	QTY	DESCRIPTION
CF-98-0093	2	CAREFREE #SOKIII SLIDE-OUT ROOM VINYL AWNING(S) Case Color: -- Black Canvas Color: -- Cadet gray
CG-10-0000	20	LN. FT. OF ALUMINUM ANTENNA RACEWAY -- To be 3" x 3" -- Antenna raceways to be Raptor coated to match exterior color of body
CJ-02-0002	2	SLIDE-OUT/DROP-DOWN ROOM(S) - FLAT FLOOR Locations: -- One (1) front streetside and one (1) front curbside of body Extension: -- 30"
DA-40-000A	6	1/8" EXTERIOR COMPARTMENTS - DIAMOND PLATE Compartment Floors: -- 3/16" (.188") thick brushed aluminum
DA-40-0010	5	-- 1/8" EXTERIOR COMPARTMENTS (REG) - DIAMOND PLATE Location: -- Compartments #1, #3, #4, #5 (TV/workstation compartment) and #6
DA-40-0012	1	-- 1/8" EXTERIOR COMPARTMENTS (LG) - DIAMOND PLATE Location: -- Compartments #2 (generator compartment)
DA-55-2720	1	PAINTED ALUMINUM RECESSED POCKET -- For 100 amp inlet
DA-71-0000	5	COMPARTMENT DOOR CONSTRUCTION CONVENTIONAL
DA-71-020L	1	DOUBLE COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #2 (generator compartment)
DA-73-0500	2	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-032L	4	DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartments #1, #3, #4, and #6 -- To include red labels on the inside of each door: Not A Step + Do Not Sit
DA-73-0500	4	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-036L	1	LIFT-UP/DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #5 (exterior TV/workstation compartment) -- To include a lift-up upper section + fold-down lower section w/a smooth writing surface + a 1/2" lip on outer front edge for retention
DA-73-0500	2	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)

PART NO	QTY	DESCRIPTION
DB-54-0000	4	4" DIAMETER COMPARTMENT VENT(S) Location: -- One (1) in each compartment, except compartments #2 and #5
DB-55-1000	8	TURTLE TILE COVERING FOR COMPARTMENT FLOORS Color: -- Black -- Includes lower interior cabinets
DB-55-1100	1	TURTLE TILE COVERING FOR COMPARTMENT SHELVES/TRAYS Color: -- Black -- Includes interior shelves (turtle tile)/drawer (to be rubber lining material)
DB-55-1101	5	-- REGULAR UP TO 25" DEEP
DB-61-2006	1	PATCH BLOCK COMPARTMENT W/ CAST DOOR #EB0014-1 Location: -- Streetside of body - behind electronics rack -- Lower portion to be pass-thru to interior
DB-61-2202	1	MAST TOWER CONTROL COMPARTMENT W/ CAST LOCKING DOOR #AD0030-1-B Location: -- Rear of body on mast cover
DC-20-0502	1	STEEL SUPPORT - GENERATOR
DG-00-0024	2	ROLL-OUT EQUIPMENT TRAY(S) - 24" Location: -- Compartment #1 - for aux. batteries -- Compartment #4 Type Slides: -- AccuRide - 400 lbs. w/lock-in/lock-out feature
FA-BB-3000	1	EXTERIOR MODULAR BODY PAINTED POLYURETHANE Color: To be determined Code: To be determined
FD-BB-3000	1	BODY UNDERCOATING
FF-04-060A	72	FEET OF 6" SCOTCHLITE REFLECTIVE STRIPE Color: -- To be determined
FG-20-0001	1	SCOTCHLITE REFLECTIVE LETTERING PACKAGE Color: -- To be determined
FH-06-3000	3	INSTALLATION OF CUSTOMER'S EMBLEMS Location: -- To be determined
GA-BB-3000	1	INTERIOR PACKAGE: 30-FT BODY

PART NO	QTY	DESCRIPTION
GB-00-005A	1	-- MODULAR BODY POLYSTYRENE INSULATION
GB-10-005A	1	-- MODULAR BODY INSULATED ALUMINUM SUB-FLOOR
GB-10-026F	1	-- LONSEAL VINYL FINISH FLOOR - COIN DESIGN
GB-12-005A	1	-- AISLE WALLS - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-13-005G	25	-- UPPER INTERIOR WALLS - LOOP PILE CARPET
GB-14-005A	1	-- INTERIOR DECK AREA - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-16-005A	1	-- INTERIOR CEILING - EMBOSSED FIBERGLASS REINFORCED PLASTIC (WHITE)
HB-02-1540	1	#MRK-4026LRD ELECTRONICS RACK ENCLOSURE - (40 SPACE) Fans and Mount Model #: -- MW-4QFT-FC Door Model #: -- MID LVFD-40 (includes non-locking latch assembly) -- Includes spare panels to cover empty spaces -- Rack to slide out from its fixed position to allow side access to rack equipment Type Slides: -- AccuRide Manufacturing - 400 lbs.
HB-02-1600	1	INDIVIDUAL RACK MOUNT(S) FOR TV, VCR, DVD, DSS -- Includes rack mount tracks & trim Location: -- Electronics rack Equipment to be mounted: -- NVR for surveillance camera system
HB-07-001S	1	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 24") Location: -- One (1) above the curbside galley cabinet
HC-06-001S	1	-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS
HB-07-002M	4	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 48") Location: -- One (1) above the streetside storage cabinet -- Two (2) on the rear curbside wall - above rear workstations -- One (1) above the curbside printer station
HC-09-002M	4	-- PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS
HC-30-0100	4	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-12-002M	1	MEDIUM STORAGE CABINET(S) - ALUMINUM (UP TO 48") Location: -- Streetside interior of body for storage
HB-03-0305	1	-- 3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S)
HB-03-0205	1	-- HEAVY DUTY INTERIOR CABINET SHELF TRACKS
HC-04-003D	1	-- HINGED SOLID DOUBLE LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	2	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-12-003L	1	LARGE STORAGE CABINET(S) - ALUMINUM (UP TO 60") Location: -- One (1) curbside interior of body for printer station -- To be two (2) storage areas
HB-03-0305	2	-- 3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S) Location: -- One (1) in each storage area

PART NO	QTY	DESCRIPTION
HB-03-0205	2	-- HEAVY DUTY INTERIOR CABINET SHELF TRACKS Location: -- One (1) set in each storage area
HC-04-002D	1	-- HINGED SOLID DOUBLE LOCKING DOOR(S) FOR CABINETS/CLOSETS -- For right side storage area
HC-30-0100	2	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HC-04-003L	1	-- HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS -- For left side storage area
HC-30-0100	1	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-26-001S	1	GALLEY CABINET ASSEMBLY - ALUMINUM (UP TO 24") Location: -- One (1) streetside interior of body
HC-06-001S	1	-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS
HB-32-04LP	1	BELOW WORKSTATION/COUNTER TOP STORAGE DRAWER(S) ALUMINUM Location: -- One (1) under the medium curbside storage printer cabinet
HD-00-0B05	1	FOLD-UP SQUAD BENCH WITH SPRING LOADED SEAT IRONS
HD-02-0B01	4	-- PERSON SEATING CAPACITY
HF-12-0206	1	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (M) Location: -- For front conference room
HF-12-0207	1	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (L) Location: -- One (1) on rear wall
HG-04-005A	2	SMALL WORK STATION(S) UP TO 24" WIDE Location: -- Rear room
HG-04-005D	2	EXTRA LARGE WORK STATION(S) 60" AND ABOVE Location: -- Rear curbside interior of body -- Front curbside interior of body - in slide-out room
HG-10-0213	13	MESH TASK SWIVEL CHAIR(S) W/ BUNGEE MOUNT(S)
HG-10-02LP	1	INSTALL CUSTOMER SUPPLIED PRINTER/COPIER/SCANNER Location: -- On top of medium storage cabinet - curbside
HG-12-003L	1	CONFERENCE TABLE Location: -- Front conference room

PART NO	QTY	DESCRIPTION
HG-17-0500	40	CORIAN COUNTER TOP UPGRADE (SQ FT)
HH-02-040L	2	BULKHEAD DIVIDER WITH SLIDING DOOR - LOCKING
HH-02-1215	2	6" X 8" WINDOW(S) WITH HINGED COVER PANELS FOR POCKET DOORS
HJ-05-0010	1	1.2 CU. FT. COUNTERTOP STAINLESS STEEL MICROWAVE - 120V Location: -- Overhead cabinet (curbside) above galley cabinet
HJ-05-0155	1	4.5 CU. FT. REFRIGERATOR STAINLESS LOOK, W/ TOP FREEZER, 120V Location: -- Lower streetside galley cabinet
KB-00-0005	1	-- PROGRESSIVE DYNAMICS #PD1618A 1000W INVERTER
HK-00-0006	1	INFOCUS #INF6510 65" MONDOPAD W/ CAMERA, WIRELESS KEYBOARD, PC & TV SPEAKERS Location: -- Front wall in conference room
HK-30-0017	1	-- PAIR CEILING MOUNTED SPEAKERS W/ RUSSOUND AMPLIFIER FOR MONDOPAD Location: -- Ceiling of front conference room
HK-00-0020	8	NAME BRAND 27" HDTV MONITOR(S) Location: -- One (1) wall mounted by each workstation -- To be LG brand HDTVs
HK-00-0025	2	NAME BRAND 43" HDTV MONITOR(S) Location: -- One (1) on streetside wall in slide-out room in conference area -- One (1) on streetside wall in rear room -- To be Samsung brand SMART HDTVs
HK-00-0040	1	SUNBRITE #SB-V-43-4KHDR-BL 43" BLACK VERANDA OUTDOOR TV W/ SOUND BAR- FULL SHADE Location: -- One (1) in exterior TV/workstation compartment #5
HK-00-0255	11	PEERLESS #SF640P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 32" - 50" DISPLAY
HK-00-0260	1	PEERLESS #SF650P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 50" - 75" DISPLAY
HK-20-0012	1	AUDIO/VIDEO INTEGRATION AND PROGRAMMING MEDIUM COMMAND CENTER -- Fully functional and ready for operation at time of delivery
HK-31-0025	1	EXTRON #DXP88 HDMI 8X8 HD 4K MATRIX SWITCHER - RACK MOUNTED Note: Inputs will be (5): -- (1) Axis camera decoder -- Perimeter camera NVR -- HDMI Input jack in the exterior TV compartment -- HDMI Input jack in the conference table -- HDMI Input jack by the center rear workstation in rear room Outputs will be (8): -- (4) 27" LG TV/monitors(2-front and 2-rear) -- (2) 43" Samsung TV/monitors

PART NO	QTY	DESCRIPTION
		-- (1) 43" Sunbrite TV/monitor -- (1) 65" Infocus TV/monitor
HK-31-0035	3	-- EXTRON #MKP2000 BLACK SELECTOR KEYPAD(S) Location(s): -- (1) front conference room -- (1) rear workstation area -- (1) in exterior compartment #5
HK-32-0551	1	SURVEILLANCE CAMERA SYS. - MONTAVUE 8CH-NVR, 2TB & 4@ PoE CAMERAS - BLACK
HK-32-056B	1	ADDITIONAL - MONTAVUE PoE CAMERA w/ MIC - BLACK
HL-50-0110	2	BRG PRECISION #OT640 DIGITAL LED OPERATIONAL TIMER DISPLAY - PoE Location: -- One (1) in front conference room and one (1) in rear room
HN-00-0211	1	WINEGARD #A3-2035 AIR 360 BROADCAST TV ANTENNA BLACK
HN-00-1000	1	CRADLEPOINT #R1900 ROUTER W/ WI-FI - 5G CAPABILITY
HN-00-100A	1	-- PANORAMA #LG-IN2607 DOME 8 IN 1 ANTENNA W/ 16 FT CABLES, BLACK
HS-01-01LP	1	64 GB MEMORY CARD(S) SDXC FOR IP MAST IP CAMERA
HS-03-0020	1	AXIS #Q6315-LE HDTV 1080P PTZ NETWORK CAMERA
HS-03-0100	1	-- AXIS #T91L61 WALL-AND-POLE MOUNT
HS-03-0113	1	-- AXIS #D1110 4K VIDEO DECODER FOR PTZ CAMERA
IA-05-3XL0	1	12-VOLT ELECTRICAL SYSTEM
IA-06-1000	1	DRIVER'S CONSOLE - FLOOR MOUNT -- Custom fabricated out of aluminum and finished with black Raptor material
IA-06-3000	2	SWITCH CONSOLE - MODULE -- To be mounted next to and over side entry door of body for 12VDC + 120/240 VAC switches and components **Doors to be black **
IA-06-9500	5	SOUTHCO #C2-32-25-3 KEYLOCK THUMB LATCH FOR CONSOLE DOOR(S) Locations: -- To be used on module panel doors
IA-10-0500	1	SWITCH LABEL PACKAGE
IA-10-1200	1	I.C.C. MARKER LIGHT/REFLECTOR PACKAGE - LED
IA-10-2000	8	ADDITIONAL LED SIDE MARKER LIGHT(S)
IA-11-0100	2	BRITAX #L427.203.L12V 12VOLT LED MARKER LIGHT(S) Location: -- Rear of the module body
IA-11-0200	4	TECNIQ #S33-RR00-1 RED LED MARKER LIGHT(S) FOR SLIDE-OUT ROOM(S)
IA-12-0552	4	WHELEN #60CREGCS RED/WHITE LED UNDER CABINET LIGHT(S) W/SWITCH Location: One (1) under each overhead cabinet in body
IA-12-0605	1	WHELEN #80C0EHCR WHITE LED INTERIOR DOME LIGHT(S) Location: -- Above electronics rack and to be switched at switch panel

PART NO	QTY	DESCRIPTION
IA-12-0608	20	WHELEN #80CREHCR WHITE AND RED LED INTERIOR DOME LIGHT(S) Location: -- Ceiling of command unit
IA-12-0975	2	WHELEN #0SC0EDCR LED LIGHT(S) Location: -- One (1) In each Cast door compartment Note: -- Compartment lights are Not to be switched and to come on automatically whenever the compartment door is opened
IA-12-12LP	6	WHELEN #PELCC LED ILLUMINATION LIGHT(S) Note: -- Three (3) to be mounted each side of body automatically whenever the side entry door is opened -- To come on automatically whenever the parking brake is set + to be switched from both cab + body switch panels
IA-12-1500	4	TECNIQ #E03-W000-1 EON LINEAR LED ILLUMINATION LIGHT(S) w/ SS HOUSING & GASKET Includes: - E03-0SH0-1 Eon Linear Horizontal Stainless Steel Housing and E03-00HG-1 Gasket Location: -- To illuminate rear ladder and rear step Note: -- To come on automatically whenever the parking brake is set and the cab marker light switch is on
IA-12-1830	1	HANSEN #LED10WH12V-30 30"LED COMPARTMENT STRIP LIGHT(S) Location: -- One (1) in compartment #5 (TV/workstation compartment) Note: -- Light in compartment #5 is to be switched via a sealed Carling switch from compartment.
IA-12-1837	5	HANSEN #LED10WH12V-37 37"LED COMPARTMENT STRIP LIGHT(S) Location: -- One (1) strip in compartments #1, #2, #3, #4 and #6 -- Compartment lights are Not to be switched and to come on automatically whenever the compartment door is opened
IA-12-3205	12	"DOOR OPEN" WARNING CIRCUIT(S) W/LED LIGHT
IA-12-3500	1	INDIVIDUAL OPEN DOOR DISPLAY
IA-13-0540	1	AMDOR #AY-LB-12HW012 LUMABAR H20 LED GROUND ILLUMINATION LIGHT(S) Location: -- Under the side entry door Note: -- To come on automatically whenever the side entry door is opened
IA-13-0570	1	PAIR OF AMDOR #AY-LB-12HW012 LUMABAR H20 LED CAB AREA GROUND ILLUMINATION LIGHTS
IA-13-0600	1	-- GROUND LIGHTS ACTIVATION - CAB DOOR(S) + ON/OFF SWITCH IN CAB (NFPA)
IA-13-064L	2	AMDOR #AY-9220-12-L-0 LEFT LED STEPWELL ILLUMINATION LIGHT(S)
IA-14-1002	1	PAIR LED SIDE FACING TURN SIGNALS
IA-15-0025	1	PAIR WHELEN #M6-SERIES STOP-TAIL / BACK-UP / DIRECTIONAL LIGHTS
IA-15-0027	1	-- PAIR WHELEN #M62BTT LED STOP/TAI LIGHTS

PART NO	QTY	DESCRIPTION
IA-15-0028	1	-- PAIR WHELEN #M62BU LED BACK-UP LIGHTS
IA-15-0029	1	-- PAIR WHELEN #M62T LED AMBER DIRECTIONAL LIGHTS
IB-03-0504	6	WHELEN #M6FC CHROME FLANGE
IC-40-0500	1	EMERGENCY LIGHT MASTER SWITCH
IC-40-2000	1	GREEN BATTERY INDICATOR LIGHT
ID-00-2051	1	SB-TS2000 STAND ALONE WATER PROOF PROXIMITY KEYPAD Includes: (10) Prox Cards & (10) Key Fobs -- Push to exit button
ID-03-0002	3	FIRST ALERT #SCO7CN COMBINATION SMOKE/CARBON MONOXIDE ALARM - BATTERY OPERATED
IF-00-0400	5	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- One (1) on roof of cab and to terminate in cab floor console -- Four (4) in/on antenna raceway on roof of body and run to electronics rack
IF-00-3000	1	WIRING ACCESS COVE PACKAGE
IF-00-5600	2	WIRING FOR FUTURE RADIO(S) -- Includes 12V circuit 20 amp breaker, #12 battery switched red wire and a battery direct ground lug
IF-02-0001	2	PHONE OUTLET/JACK(S) WITH WALL PLATE(S) Location: -- (1) By front curbside work station -- (1) By Rear curbside work station
IF-03-00LP	1	NETWORK WIRING/CABLE(S) Location: -- (1) In nycoil for 31' mast for future use -- To be CAT 6 cables/wiring to labeled w/Nelco #LSL-77 labels on each end
IF-04-0000	19	NETWORK OUTLET/JACK(S) Locations: -- To be determined -- To be CAT 6 wiring and labeled w/Nelco #LSL-77 labels on each end
IF-04-0001	2	NETWORK INLET/JACK(S) Location: -- Streetside Cast I/O compartment -- To be CAT 6 wiring and to be labeled w/Nelco #LSL-77 labels on each end
IF-04-0510	1	ALTINEX MODEL #PNP402 POP 'N PLUG DUAL SIDED TABLETOP INTERCONNECT BOX Inputs: -- Four (4)
IF-04-0622	1	48- PORT CAT6 PATCH PANEL - RACK MOUNTED
IF-04-0602	29	-- CAT6 PATCH CORDS - 18"
IF-06-0000	7	TV ANTENNA COAXIAL CABLE & OUTLET(S)
IF-06-0001	3	HDMI AUDIO/VIDEO CABLE & INLET(S) Location: -- One (1) at front conference table -- One (1) in exterior TV compartment -- One (1) centered by rear work stations Note: -- All run to Matrix switcher

PART NO	QTY	DESCRIPTION
IJ-00-16LP	1	INSTALL CUSTOMER SUPPLIED STARLINK SAT SYSTEM
IJ-00-17LP	1	ALLIED TELESIS GS950/48PS-10 48-PORT 10/100/1000T UNMANAGED GIGABIT SWITCH- PoE
IJ-01-0000	5	INSTALLATION OF CUSTOMER'S RADIO(S)
IK-00-0034	1	FRC #BCA131-A00-C3 REAR(2) SIDE VISION CAMERAS W/ 7" LCD MONITOR
JB-00-0005	1	SCHOTTKY #51-140 DIODE ISOLATOR
JC-00-0011	1	12 VOLT #091-85-12 LOW VOLTAGE ALARM & LIGHT (NFPA) Location: -- In cab floor storage console
JC-00-0016	1	INPOWER #DSP-DCS1 DIGITAL VOLTMETER / AMMETER W/LOW VOLT ALARM & LIGHT (DUAL) Location: -- On rear module switch panel
JC-10-0000	1	MANUAL COLE HERSEE #284 PADDLE HANDLE CUT-OFF SWITCH
JC-10-0030	1	BLUE SEA SYSTEMS #9001E DUAL BATTERY SELECTOR SWITCH
JC-90-0950	1	CALIFORNIA AIR TOOLS #SP-9421 2.HP AIR COMPRESSOR
JC-90-5010	1	ADDITIONAL BATTERY SYSTEM - (3) AGM 31 SERIES 12V Location: -- In slide-out tray in compartment #1
JC-90-5055	1	12 VDC BATTERY/CHARGING SYSTEM - DUAL
KA-10-0000	1	GENERATOR INSTALLATION - 120/240 VOLT
KC-02-032L	1	PANELTRONICS 120/240 MAIN POWER SYSTEM W/ DISTRIBUTION PANEL UP TO 32 BREAKERS Panel Location: On module switch panel above side entry door of body
KC-09-0523	1	-- PANELTRONICS MANUAL SOURCE SELECTOR
KC-55-0015	1	-- PANELTRONICS DIGITAL METERS PANEL - VOLTS, AMPS & FREQUENCY
KC-09-1007	1	10-FT LANDLINE CORD 50 AMP MALE PLUG TO 100 AMP FEMALE PLUG - 1PH 4-WIRE Male Plug Type : -- Dryer type - 4-wire
KC-09-1019	1	25-FT LANDLINE CORD 100 AMP TO 100 AMP (120/240) 1PH - 4 WIRE
KC-26-120V	2	GFI RECEPTACLE - 120 VOLT Location: -- One (1) in Galley Area -- One (1) in exterior TV compartment (to be used for exterior outlets)
KC-50-0055	1	120/240 VAC HIGH VOLTAGE ELECTRICAL SYSTEM - MULTIPLE SOURCE
KC-70-0110	1	SURGE TRACKER # ST2-501S1A TRANSIENT VOLTAGE SURGE SUPPRESSOR Note: -- To include an opening to view LED indicator light on suppressor
KH-AA-2500	1	DURAWATT #25i.QB 25KW ENCLOSED DIESEL GENERATOR Location: Compartment #2
KH-AB-1000	1	-- DURAWATT DIGITAL REMOTE PANEL W/ HARNESS
KN-00-0005	1	-- VERTICAL EXHAUST - FOR GENERATOR
LB-00-0504	4	COLEMAN 15,000 BTU 120-VOLT A/C - HEAT ROOF MOUNT W/CONDENSATE PUMP - DUCTED

PART NO	QTY	DESCRIPTION
		Cover Color: -- Black
LB-00-0505	28	-- LN. FT. OF INTERIOR A/C DUCT
LB-00-0530	4	-- A/C THERMOSTAT (WALL MOUNTED)
LB-10-0505	3	INTELI-POWER #PD9280CV 120V TO 12V CONVERTER/CHARGER(S) 80 AMP
LB-16-1500	10	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-16-1505	7	HOUSEHOLD 15 AMP INT. RECEPTACLE(S)-DUPLEX W/ 2 TYPE-A & 2 TYPE-C USB CHARGER
LB-16-1619	2	HOUSEHOLD 120V/15 AMP DUPLEX EXTERIOR RECEPTACLE(S) Note: -- To be GFCI protected by outlet in exterior compartment
LB-25-5003	1	120V/240V 100A LANDLINE INLET CONN. TO MAIN PANEL
LB-50-0230	2	MIDDLE ATLANTIC #PDT-1415C-NS POWER STRIP(S) (14) 15A PLUG-INS Location: -- Behind electronics rack
LI-50-1000	1	CAB MOUNTED TOWER UP INDICATOR LIGHT(S)
LX-80-0131	1	FIRECO 31-FT #CH.3720.NA PNEUMATIC MAST
LX-80-0500	1	-- FIRECO #BK.30107 LOWER FIXING BRACKET
LX-80-0600	1	-- FIRECO #BK.30207 UPPER FIXING BRACKET
LX-80-2000	1	-- FIRECO #PC.33213 PNEUMATIC REMOTE CONTROL BOARD
LX-99-0018	1	1" BLACK NYCOIL CABLE CONDUIT
LX-99-1000	1	PAINTED ALUMINUM MAST COVER
LX-99-2000	1	FOUR (4) LED MARKER LIGHT(S) - TOP OF MAST(S) Specify LED Color: -- Green
LX-99-2600	1	WHELEN #NP6BW PIONEER NANO MICRO MAST MOUNTED LOOK-UP LIGHT(S)
RE-13-1002	1	PAIR CAST SPEAKERS - THROUGH BUMPER FREIGHTLINER
RF-05-01LP	1	WHELEN #C399 CENCOM CORE SIREN AMPLIFIER W/CONTROL HEAD + SYNC MODULE Includes The Following: -- #CCTL6: Rotary knob control head -- #CV2V: Vehicle to vehicle sync module Note: -- Upper level warning lights to be wired with cruise feature
SD-02-1070	1	WHELEN #M92SLC EZ SUPER-LED® SCENELIGHT(S) W/ CHROME FLANGE - FRONT
SD-03-1070	4	WHELEN #M92SLC EZ SUPER-LED® SCENELIGHT(S) W/ CHROME FLANGE - SIDE
SD-06-1065	2	WHELEN #M92SLC EZ SUPER-LED® SCENELIGHT(S) W/ CHROME FLANGE - REAR
SD-99-0020	1	REVERSE RELAY FOR REAR SCENE LIGHTS
TC-16-0012	5	WHELEN #M6BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-16-0902	5	-- WHELEN #M6FC CHROME FLANGE
TC-16-0022	5	WHELEN #M6RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-16-0902	5	-- WHELEN #M6FC CHROME FLANGE
TC-19-0012	6	WHELEN #M9BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-19-0902	6	-- WHELEN #M9FC CHROME FLANGE
TC-19-0022	6	WHELEN #M9RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-19-0902	6	-- WHELEN #M9FC CHROME FLANGE
VD-00-0500	1	ROADSIDE EMERGENCY SAFETY KIT (8-PIECE)

PART NO	QTY	DESCRIPTION
VD-02-0995	2	ABC 5 LB. DRY CHEMICAL FIRE EXTINGUISHER W/VEHICLE BRACKET
WA-90-0050	1	BODY MANUFACTURER'S MANUAL(S)
WA-90-0055	1	BODY MANUFACTURER'S MANUAL(S) - ELECTRONIC FORMAT
WA-95-0055	1	-- WIRING MANUAL(S) - ELECTRONIC FORMAT
WA-95-0050	1	WIRING MANUAL(S)
WB-00-0020	1	ENGRAVED LABEL PACKAGE
WB-05-0500	1	-- SEATING CAPACITY TAG
WB-05-1500	1	-- ENGRAVED FLUID CAPACITY AND TYPE PLATE
WB-05-2000	1	-- OVERALL HEIGHT/LENGTH/GVWR PLATE
		When manufactured, this vehicle was:
		XX FT XX IN HIGH
		XX FT XX IN LONG
		XXXX LB GVWR
		> Changes in height since the apparatus was manufactured shall be noted on this plate by the department <
ZA-00-0002	1	CHASSIS RELATED EXPENSES
ZC-00-0002	1	ADMINISTRATIVE
ZC-05-001A	1	-- 12-MONTH / 12,000 MILE CONVERSION/UPFIT WARRANTY
ZC-05-004B	1	-- 20-YEAR LIMITED MODULAR BODY STRUCTURAL WARRANTY
ZC-05-005B	1	-- 5-YEAR / 60,000 MILE LIMITED ELECTRICAL WARRANTY
ZC-05-006A	1	-- 10-YEAR / 100,000 MILE LIMITED PAINT WARRANTY
ZD-00-000A	1	-- FACTORY LIAISON PROJECT COORDINATOR
ZD-00-000B	1	-- ENGINEERING/PRE-CONSTRUCTION REVIEW
ZD-00-000C	1	-- IN-HOUSE PRE-DELIVERY / DETAILING / INSPECTION [09.10.24]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-976

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACCEPTANCE OF GRANT AGREEMENT NO. WL095 WITH FLORIDA DEPARTMENT OF COMMERCE - DEMOLITION OF "THE OLD BAPTIST HOSPITAL" CAMPUS

RECOMMENDATION:

That City Council approve the acceptance of Grant Agreement No. WL095 from Florida Department of Commerce in the amount of \$7,000,000 with a \$9,000,000 match requirement, for a total grant value of \$16,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has been engaged with Baptist over the course of the last 18 months related to the approximately 51 acre property located at 1000 W. Moreno Street, otherwise known as "The Old Baptist Hospital." The City and Baptist have been working toward identifying funding for the demolition of the existing structures on the property and executing a donation agreement. The City has also been conducting environmental due diligence on the property.

Several notable events have transpired over the course of the 18 months. First, and most significantly, the City was awarded a legislative appropriation in the amount of \$7million (Florida Department of Commerce Grant Agreement No. WL095). Secondly, The Paces Foundation was awarded a grant from the Florida Housing and Finance Corporation which will allow them to purchase approximately 20 acres of the property and construct a senior housing development and affordable housing family apartments. The proceeds from the sale of the property to The Paces Foundation will be contributed to the demolition budget. Lastly, the City of Pensacola, Escambia County and Baptist have agreed to contribute to the project as outlined in the budget below.

PRIOR ACTION:

02/05/2024 - CRA approved a pledge of \$1,000,000 to the Baptist demolition project

FUNDING:

Budget: \$7,000,000	Florida Commerce Grant WL095
\$3,000,000	Baptist Hospital Contribution
\$2,000,000	Escambia County Contribution
\$2,900,000	Proceeds from Paces Sale of approx. 21 acres
\$1,000,000	CRA Funds
\$100,000	Other

Actual: \$16,000,000 Anticipated Demolition Costs

FINANCIAL IMPACT:

There is no fiscal impact as the anticipated demolition costs align with the budget as identified above. Adoption of the Supplemental Budget Resolution will appropriate the additional grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Assistant City Administrator
Adam Cobb, City Attorney
Erica Grancagnolo, Economic Development Department

ATTACHMENTS:

1. Grant Agreement No. WL095

PRESENTATION: No

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER WL095 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Pensacola, Florida (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024, (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2027, (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to Seven Million Dollars and Zero Cents (\$7,000,000.00) in consideration for Grantee’s performance under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the

purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public

records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely

submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

- 5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of

the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

- 4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and

no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause

contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s employment eligibility.
3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

- 1. Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
- 2. Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY

LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
City of Pensacola	Erica Grancagnolo
222 West Main Street	222 West Main Street
Pensacola, FL 32502	Pensacola, FL 32502
(850) 436-5015	(850) 435-1687
egrancagnolo@cityofpensacola.com	egrancagnolo@cityofpensacola.com
Commerce's Agreement Manager:	Commerce's Secondary Agreement Manager:
Beth Frost, FCCM	Darcy Etienne, FCCM
107 East Madison Street, MSC-047	107 East Madison Street, MSC-047
Tallahassee, FL 32399	Tallahassee, FL 32399
(850) 245-7474	(850) 245-7445
Beth.frost@commerce.fl.gov	Darcy.etienne@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF PENSACOLA, FLORIDA

By _____
Signature

Title **J. Alex Kelly**
Secretary

Date _____

By _____
Signature

Title **D.C. Reeves**
Mayor

Date _____

Approved as to form and legal sufficiency,
subject only to full and proper execution by
the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____
Approved Date: _____

ATTACHMENT 1
SCOPE OF WORK

- A. PROJECT DESCRIPTION:** The 2024-2025 General Appropriations Act, Chapter 2024-231 Laws of Florida, line 2313A, appropriated Seven Million Dollars and Zero Cents (\$7,000,000.00) to the City of Pensacola for renovations to the Baptist Hospital Legacy Campus to create affordable housing in the city. This transformational attainable housing development will focus on hometown heroes, military and workforce housing that builds upon the Florida Live Local Act. Funding provided will be used for demolition of the existing hospital facility and ancillary structures in preparation for future housing construction.
- B. GRANTEE RESPONSIBILITIES:** The Grantee shall complete the following tasks:
1. Complete demolition of the old Baptist Hospital. Activities shall include:
 - a. Procurement of qualified demolition contractor
 - b. Remediation of any environmentally hazardous materials within the existing structures or below ground
 - c. Demolition of the main hospital building, three hospital towers, and any ancillary structures within the campus
 - d. Haul off and properly dispose of materials
 2. Provide the necessary project management and support services needed to prepare the project for construction and provide oversight for the construction project.
 3. Provide a minimum of \$9,000,000.00 in funds as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce’s Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee’s claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.
- C. COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.
- D. DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Demolition of Existing Hospital and Ancillary Structures		
Tasks	Minimum Level of Service	Financial Consequences
Complete demolition in accordance with Section B.1 of this Scope of Work.	Grantee may request reimbursement upon completion of demolition in accordance with Section B.1of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, and shall submit the following as evidence of completion of construction, or a portion of construction.	Failure to perform the Minimum Level of Service shall result in non-payment.

	1. AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project is complete; 2. Photographs of the project in progress and at completion; and 3. Invoice package in accordance with Section F of this Scope of Work.	
Deliverable 1 - \$7,000,000.00		
TOTAL AWARD NOT TO EXCEED: \$7,000,000.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Annual Report: If applicable, the Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this

Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one (1) invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Photographs of the project in accordance with Section D, Deliverables;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project, and a copy of the bank statement that includes the cancelled check, or similar documentation of expenditure (e.g., wire transfer, credit card receipts, etc.).
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county municipality that is a rural community or rural area of opportunity as those terms are

defined in s. 288.0656(2), that demonstrates financial hardship; or

b. A county municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2024, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: ***DEPARTMENT OF COMMERCE, CSFA 40.037, WORKFORCE DEVELOPMENT
PROJECTS - \$7,000,000.00***

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ***TASKS ARE LIMITED TO THOSE IN THE SCOPE OF WORK.***
2. ***N/A***
3. ***N/A***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

MBE Percentage

\$0.00

DV Participation Amount:

DV Percentage

\$0.00

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
Total Compensation for Executive Leadership

(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						

Percentage of Total Compensation from Federal or State Funds						
--	--	--	--	--	--	--

Definitions:

Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-998

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-84 - GRANT AGREEMENT NO. WL095 WITH FLORIDA DEPARTMENT OF COMMERCE - DEMOLITION OF "THE OLD BAPTIST HOSPITAL" CAMPUS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-84.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has been engaged with Baptist over the course of the last 18 months related to the approximately 51 acre property located at 1000 W. Moreno Street, otherwise known as "The Old Baptist Hospital." The City and Baptist have been working toward identifying funding for the demolition of the existing structures on the property and executing a donation agreement. The City has also been conducting environmental due diligence on the property.

Several notable events have transpired over the course of the 18 months. First, and most significantly, the City was awarded a legislative appropriation in the amount of \$7million (Florida Department of Commerce Grant Agreement No. WL095). Secondly, The Paces Foundation was awarded a grant from the Florida Housing and Finance Corporation which will allow them to purchase approximately 20 acres of the property and construct a senior housing development and affordable housing family apartments. The proceeds from the sale of the property to The Paces Foundation will be contributed to the demolition budget. Lastly, the City of Pensacola, Escambia County and Baptist have agreed to contribute to the project as outlined in the budget below.

PRIOR ACTION:

02/05/2024 - CRA approved a pledge of \$1,000,000 to the Baptist demolition project

FUNDING:

Budget: \$7,000,000	Florida Commerce Grant WL095
\$3,000,000	Baptist Hospital Contribution
\$2,000,000	Escambia County Contribution
\$2,900,000	Proceeds from Paces Sale of approx. 21 acres
\$1,000,000	CRA Funds
\$100,000	Other
Total: 16,000,000	Total

Actual: \$16,000,000 Anticipated Demolition Costs

FINANCIAL IMPACT:

There is no fiscal impact as the anticipated demolition costs align with the budget as identified above. Adoption of the Supplemental Budget Resolution will appropriate the additional grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Assistant City Administrator
Adam Cobb, City Attorney
Erica Grancagnolo, Economic Development Department

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-84
2. Supplemental Budget Explanation No. 2024-84

PRESENTATION: No

**RESOLUTION
NO. 2024-84**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL REVENUE FUND

To:	State Grants	7,000,000
As Reads	Operating Expense	3,400
To:		
Reads	Operating Expense	7,003,400

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

OCT 2024 - SUPPLEMENTAL BUDGET RESOLUTION - FLORIDA COMMERCE GRANT NUMBER WL095 - RES NO. 2024-84

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	7,000,000	Increase appropriation for Federal Grants
Total Revenues	<u>7,000,000</u>	
Appropriations		
Operating Expenses	<u>7,000,000</u>	Appropriating Funds for Operating Expenses
Total Appropriations	<u>7,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-958

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 12-24 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 12-24 on first reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2007, City Council adopted a rate study that allowed for an annual inflation adjustment component to provide for funding to maintain the City's natural gas system. The fiscal year 2025 budget has been prepared with an increase based on the CPI of 15.0%.

PRIOR ACTION:

On September 11, 2024, City Council adopted Resolution 2024-75 - Adopting a Final Budget For Fiscal Year Beginning October 1, 2024, which included rate adjustments based upon changes in the CPI.

FUNDING:

N/A

FINANCIAL IMPACT:

The rate change has been incorporated in the Fiscal Year 2025 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/1/2024

STAFF CONTACT:

Tim Kinsella, Jr., City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Chief Financial Officer
Darryl Singleton, Pensacola Energy Director

ATTACHMENTS:

1. Proposed Ordinance No. 12-24

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA
ADJUSTING RATES AND CHARGES FOR THE SALE OF
NATURAL GAS; PROVIDING FOR SEVERABILITY
REPEALING CLAUSE; PROVIDING AN EFFECTIVE
DATE.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 10-4-17 of the Code of the City of Pensacola, Florida, is
hereby amended to read:

Sec. 10-4-17. Schedule of rates and charges.

- (a) The charges and assessments set forth below shall be levied and assessed by the Department of Pensacola Energy through the mayor for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-1, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

- (b) Purchased gas adjustment (PGA). Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.
- (c) For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was \$0.45 per Mcf.
- (d) Weather normalization adjustment (WNA). To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service

classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

$$\text{WNA} = \frac{R \times (\text{HSF} \times (\text{NDD} - \text{ADD}))}{(\text{BL} + (\text{HSF} \times \text{ADD}))}$$

Where:

WNA = Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.

R = Weighted average base rate of temperature sensitive sales for each included rate schedule.

HSF = Heat sensitive factor for the appropriate rate schedule.

NDD = Normal billing cycle heating degree.

ADD = Actual billing cycle heating degree day.

BL = Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) 30-year normal data. Actual degree days (ADD) shall be based on NOAA data.

(e) The distribution pipeline infrastructure cost adjustment (DPICA) shall be adjusted annually, effective each October 1, by a percentage equal to the amount of eligible distribution pipeline infrastructure costs divided by the total test year margin revenues associated with the residential gas inside and outside city limits (GR-1 and GR-2), commercial gas inside and outside city limits (GC-1, GC-2, and GIT), and municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible distribution pipeline infrastructure costs include costs that meet all of the following conditions:

- (1) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;
- (2) The project, or discrete portions thereof, are in service and used and useful;
- (3) The costs of the project are not included in the city's existing base rates;
- (4) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and
- (5) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed ten percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

- (f) Distribution and customer charge rates shall be adjusted annually if approved by the city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.
- (g) Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.
- (h) Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas. Service charges are as follows:
 - (1) *Service classification: GR-1, residential gas service.* (Within city limits).
 - a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - b. *Customer charge.* (~~\$9.94~~) (\$11.43) fixed monthly charge, plus
 - c. *Distribution charge.* (~~\$8.34~~) (\$9.59) per Mcf.
 - (2) *Service classification: GR-2, residential gas service.* (Outside city limits).
 - a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - b. *Customer charge.* (~~\$11.09~~) (\$12.75) fixed monthly charge, plus
 - c. *Distribution charge.* (~~\$10.31~~) (\$11.86) per Mcf.
 - (3) *Service classification: GC-1, commercial service.* (Within the city limits).
 - a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - b. *Customer charge.* (~~\$17.58~~) (\$20.22) fixed monthly charge, plus
 - c. *Distribution charge.* (~~\$8.34~~) (\$9.59) per Mcf.
 - (4) *Service classification: GC-2 commercial service.* (Outside the city limits).
 - a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - b. *Customer charge.* (~~\$19.97~~) (\$22.97) fixed monthly charge, plus
 - c. *Distribution charge.* (~~\$10.31~~) (\$11.86) per Mcf.
 - (5) *Service classification: GI-1, interruptible industrial contract service, small volume.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 25 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* \$2.05 per Mcf.
- (6) *Service classification: GI-2, interruptible industrial contract service, large volume.*
- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 250 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* \$1.05 per Mcf.
- (7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*
- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 500 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* Rates to be negotiated.

(8) *Service classification: GI-4, interruptible transportation flexible contract service.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Not less than 100 Mcf nor more than 500 Mcf per day.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* The GI-4 distribution charge shall consist of the following components:
 1. The contracted cost of gas as it may vary from time to time, plus
 2. The existing transportation rate on the city's natural gas distribution system as established under the annual pipeline transportation fees of \$1.74 plus \$0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus
 3. A \$0.07 margin on the contracted cost of natural gas.

These three components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.

(9) *Service classification: City of Pensacola.*

- a. *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the mayor. Measurement shall be by standard meter as normally used within the city.
- b. *Customer charge.* (~~\$22.18~~) (\$25.51) fixed monthly charge, plus
- c. *Distribution charge.* (~~\$3.24~~) (\$3.73) per Mcf.

(10) *Service classification: GTS, gas transportation service.* (For large volume commercial/industrial consumers).

- a. *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. The city will determine which gate station on the city's interstate pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel.

Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

- b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* Rates to be negotiated.

An additional \$0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify the city a minimum of five working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the system during that month.

(11) *Service classification: GPT, gas purchased transportation service.* (For large volume commercial/industrial consumers).

- a. *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* Rates to be negotiated.

A \$0.07 margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

- a. *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Not less than 75 Mcf per day.
- c. *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

- d. *Distribution charge.* \$1.74 for annual pipeline transportation fees plus \$0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus

A \$0.07 margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Customer charge.* (~~\$19.97~~) (\$22.97) fixed monthly charge, plus
- c. *Distribution charge.* Rates to be negotiated.

(14) *Service classification: CNG, Compressed Natural Gas Service.*

- a. *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Distribution charge.* Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

- a. *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Transportation volumes not less than 250 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* \$0.70 per MMBTU.

(16) *Service classification: Street or outdoor lighting.*

- a. *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.
- b. *Monthly rate.*
 - 1. Communications power supply flat rate: \$10.85.
 - 2. Gas lights small, up to 2.36 cubic feet per hour: \$10.85.
 - 3. Gas lights medium, up to 3.48 cubic feet per hour: \$15.95.
 - 4. Gas lights large, up to 4.86 cubic feet per hour: \$22.33.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective at the beginning of the monthly November 2024 billing cycle 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1011

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 10-24 - CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PRIVATE PROPERTY PROHIBITED

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 10-24 as revised on second reading.

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this Ordinance is to prohibit unauthorized camping in areas on private property that are not designed or intended for use as a camp site, campground or for temporary habitation and that are not equipped with appropriate facilities and accommodations necessary for sanitation, proper food storage, garbage and other refuse disposal that are known to attract pests and rodents which can lead to spread of infectious disease that may spread to surrounding properties and the public at large, and camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking.

PRIOR ACTION:

October 10, 2024-City Council voted to approve Proposed Ordinance No. 10-24 as revised on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/30/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. REVISED AS APPROVED ON 1ST READING Proposed Ordinance No. 10-24
2. REVISED/REDLINED AS APPROVED ON 1ST READING Proposed Ordinance No. 10-24
3. Proposed Ordinance No. 10-24
4. Business Impact Estimate
5. Data for Proposed Unauthorized Camping Ordinances
6. PROOF OF PUBLICATION

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, camping in areas, including areas that are located on private property, that are not designed or intended for use as a camp site, campground or for temporary habitation and that are not equipped with appropriate facilities and accommodations necessary for sanitation, proper food storage, garbage and other refuse disposal are known to attract pests and rodents which can lead to spread of infectious disease that may spread to surrounding properties and the public at large; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-24 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 8-1-24. Camping on private property prohibited: exceptions; enforcement and penalties

- (a) "Camping" for purposes of this section is defined as:
- (1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or
 - (2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp

stove, grill, heater or any heating device capable of generating or containing an open flame; or

- (3) Preparing a sleeping bag or other material for bedding to be used as living accommodations.
- (4) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a code enforcement officer that, in light of all of the circumstances, that the participants, in conducting the activity or activities, are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

(b) "Private property" shall include all privately owned residential and commercial property.

(c) Camping is prohibited on private property. It shall be unlawful for any person to camp on private property.

(1) It shall be unlawful for any person to camp on private residential property without authorization from the owner.

(2) It shall be unlawful for any person to camp on commercial property.

(3) It shall be unlawful for any commercial property owner or agent to allow persons to camp on commercial property.

(d) Exemptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities above occur:

(1) Pursuant to a written authorization by the Mayor or his/her designee; or

(2) By any member of a federal, state or local agency including a non-profit agency that has been invited by the and is part of an organized rescue or emergency response and occurs in the performance of an official duty.

(e) Enforcement and penalties:

(1) Any person violating the provisions of 8-1-24(c)(1) or (2) shall be subject to the following penalties: For a first offense the violator may be issued a civil

citation with a fine not to exceed of fifty (50) dollars. Second and subsequent offenses of this section shall be punishable by a fine not exceeding \$500.00. Each day any violation of any provision of this Code shall continue shall constitute a separate offense.

- (2) Any person violating the provisions of 8-1-24(c)(3) shall be subject to the code enforcement penalties as described in FS Chapter 162 and the City of Pensacola Code of Ordinances Chapter 13-2.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

REVISED

PROPOSED ORDINANCE NO. 10-24

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, camping in areas, including areas that are located on private property, that are not designed or intended for use as a camp site, campground or for temporary habitation and that are not equipped with appropriate facilities and accommodations necessary for sanitation, proper food storage, garbage and other refuse disposal are known to attract pests and rodents which can lead to spread of infectious disease that may spread to surrounding properties and the public at large; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-24 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 8-1-24. Camping on private property prohibited: exceptions; enforcement and penalties

(a) "Camping" for purposes of this section is defined as:

- (1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or
- (2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp

stove, grill, heater or any heating device capable of generating or containing an open flame; or

- (3) Preparing a sleeping bag or other material for bedding to be used as living accommodations.
- (4) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a code enforcement officer that, in light of all of the circumstances, that the participants, in conducting the activity or activities, are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.
- (b) "Private property" shall include all privately owned residential and commercial property.
- (c) Camping is prohibited on private property. It shall be unlawful for any person to camp on private property.
 - (1) It shall be unlawful for any person to camp on private residential property without authorization from the owner.
 - (2) It shall be unlawful for any person to camp on commercial property.
 - (3) It shall be unlawful for any commercial property owner or agent to allow persons to camp on commercial property.
- (d) Exemptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities above occur:
 - (1) Pursuant to a written authorization by the Mayor or his/her designee; or
 - (2) By any member of a federal, state or local agency including a non-profit agency that has been invited by the and is part of an organized rescue or emergency response and occurs in the performance of an official duty.
- (e) Enforcement and penalties:
 - (1) Any person violating the provisions of 8-1-24(c)(1) or (2) shall be subject to the following penalties: For a first offense the violator may be issued a civil

citation with a fine not to exceed of fifty (50) dollars. Second and subsequent offenses of this section shall be punishable by a fine not exceeding \$500.00. Each day any violation of any provision of this Code shall continue shall constitute a separate offense.

- (2) Any person violating the provisions of 8-1-24(c)(3) shall be subject to the code enforcement penalties as described in FS Chapter 162 and the City of Pensacola Code of Ordinances Chapter 13-2.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

REDLINED

PROPOSED ORDINANCE NO. 10-24

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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stove, grill, heater or any heating device capable of generating or containing an open flame; or

(3) Preparing a sleeping bag or other material for bedding to be used as living accommodations; ~~or.~~

~~(4) Parking a motor vehicle as defined in Florida Statute 320.01 for the purpose of using the motor vehicle as a living accommodation which includes sleeping overnight; and~~

~~(5)~~(4) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a code enforcement officer that, in light of all of the circumstances, that the participants, in conducting the activity or activities, are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 10-24

ORDINANCE NO. _____

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 10-24: AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Camping in areas, including areas that are located on private property, that are not designed or intended for use as a camp site, campground or for temporary habitation and that are not equipped with appropriate facilities and accommodations necessary for sanitation, proper food storage, garbage and other refuse disposal are known to attract pests and rodents which can lead to spread of infectious disease that may spread to surrounding properties and the public at large; and camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
None

3. Estimate of direct compliance costs that businesses may reasonably incur:
None

4. Any new charge or fee imposed by the proposed ordinance:
No

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

HEALTH HAZARDS

Unhealthy encampment conditions. Conditions in homeless encampments can be dangerous to health. Garbage attracts rodents and other vermin. Food cannot be stored, and dishes cannot be washed properly, facilitating the spread of food-borne diseases. Depending on a camp's location, some residents might use portable toilets or public facilities, but most are likely to use an outdoor location. Poor hygiene contributes to dental and skin problems. Other environmental hazards, such as batteries and fuels, are used for heating and cooking.

In addition to concerns about the hazardous materials mentioned above, which potentially harm both the transients and the surrounding environment, inadequate human waste disposal at large encampments along rivers can pose a hazard to the water supply of nearby communities. Another hazard linked to homeless encampments is fire. Residents of homeless encampments turn to wood stoves and campfires for heat and cooking. If left unattended (typically by intoxicated transients), these fires can become out of control and burn down camp structures and injure people. Larger fires can spread to more populated areas and damage buildings and infrastructure. More significantly for the environment, these fires may kill animals and vegetation and destroy their habitats. Although most wildfires are started by people, there are no data on how many of those are started specifically by transients.

Reference:

Chamard, Sharon. (2010). *Homeless Encampments*. U.S. Department of Justice, Office of Community Oriented Policing Services. ISBN: 978-1-935676-01-0. Available from www.cops.usdoj.gov.
https://popcenter.asu.edu/sites/default/files/sites/default/files/problems/pdfs/homeless_encampments.pdf

The extent of the health, safety, and environmental hazards posed by the encampment.

Encampments can pose public health and safety hazards to encampment residents and to surrounding neighborhoods and businesses. Those hazards include human waste, used needles, rodents, disease, and criminal activity (primarily drug use and prostitution). Encampments also can cause negative impacts on the natural environment. Trash and waste from people living in encampment settings without access to regular sanitation services can pollute waterways and soil.

Reference:

Dunton, L., Khadduri, J., Burnett, K., Fiore, N., & Yetvin, W. (2020). *Exploring Homelessness Among People Living in Encampments and Associated Costs: City Approaches to Encampments and What They Cost*. U.S. Department of Housing and Urban Development, Office of Policy Development and Research. <https://www.huduser.gov/portal/sites/default/files/pdf/Exploring-Homelessness-Among-People.pdf>

Health and Safety Implications

Homeless people generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance, storing their possessions, eliminating unwanted materials, and gathering recyclable materials of value. The resulting piles of trash become harborages and food sources for vectors and related pathogens, sources of odors, fuel for fires, unattractive nuisances to the public, an attractive nuisance for salvagers, and potential sites that can cause bodily injuries.

Reference:

California Department of Resources Recycling and Recovery. (n.d.). *Homeless encampments: Impacts on solid waste and recycling*. CalRecycle. <https://calrecycle.ca.gov/illegaldump/homelesscamp/#SolidWaste>



Pensacola Fire Department

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 1810 W CERVANTES ST # 334 PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 25' 14.02" W 87° 14' 18.49"	FDID: 09022 Incident #: 2024-00320 Exposure ID: 77831213 Exposure #: 0 Incident Date: 01/14/2024 Dispatch Run #: PFD24CAD000346
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/15/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/16/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:12

Structure Type:	Property Use: 936 - Vacant lot	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 86 - Investigate	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-14 23:19:15

2024-01-14 21:45:13 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST 2024-01-14 21:45:21 UNKNOWN WHAT IS ON FIRE 2024-01-14 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-01-14 21:49:47 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-14 21:52:31 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING 2024-01-14 21:55:06 FIRE IS OUT 2024-01-14 21:55:09 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Trash Fire

Narrative Author: Martin, Jed

Narrative Date: 01/15/2024 06:45:10

Narrative Apparatus ID: E4

Narrative:

E-4 crew of four as listed responded normal traffic. We arrived on scene to find a very small camp fire located on the vacant lot just to the west of the Altier. We made conyact with a homeless woman who was camping there. She had the fire out when we arrived. We advised that there was no open burning in the city and she apologized. We returned

?DWAYLAND 01/14/2024 21:45:12 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST SIDE DWAYLAND 01/14/2024 21:45:20 UNKNOWN WHAT IS ON FIRE DWAYLAND 01/14/2024 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 DWAYLAND 01/14/2024 21:49:46 ENG4 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DWAYLAND 01/14/2024 21:52:30 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING DWAYLAND 01/14/2024 21:55:05 ENG4 FIRE IS OUT DWAYLAND 01/14/2024 21:55:08 COMPLETED - RETURNING TO QUARTERS

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /14/2024 21:44:02
Dispatched	01 /14/2024 21:46:45
Enroute	01 /14/2024 21:48:35
Arrived	01 /14/2024 21:52:09
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /14/2024 21:55:08
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /14/2024 21:55:08
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	M	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 55 N Q ST PENSACOLA FL 32505	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-00384 Exposure ID: 77879335 Exposure #: 0 Incident Date: 01/17/2024 Dispatch Run #: PPD24CAD003400
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/17/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-17 12:54:26

2024-01-17 11:49:54 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-17 11:50:11 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE

NARRATIVE (2)

Narrative Title: Trash fire

Narrative Author: Martin, Jed

Narrative Date: 01/17/2024 18:32:11

Narrative Apparatus ID: E4

Narrative:

E-4 crew of four as listed responded lights and sirens. We had just been relesead but were still on scene at an activated fire alarm at 120 palafox place. the decision to run lights was made due to the wind conditions and dry weather and the location posibly being a residential structure. We arrived in the area to observe failry heavy heat pushed black smoke on the train tracks north of Navy and behind the humane socity. We placed the engine at the closest access at the humane society and encountered a padlocked gate. I asked the employess inside if they had a key and they advised cut the locks. We used a bolt cutter to cut the locks. we took a water can and hooooks and traveled the tracks about 100 yds north of the bridge where we found a homelss camp. there was a 10 ft x 10 ft area burning of vegitation and several tires. we exhausted the water can but the tires continued to burn . Lt neal made contact with a homeless man who said this was the fire from the patient we had this morning that walked up to the station. I had E-4 driver bring a dry chem. we extinguished the flame but the area was still smoldering. E-4 driver repositioned the engine at the back west side of the FPL property warehouse and we strethced a 200 ft preconnect and applied foam to the area. we never made contact with anyone at the homeless camp. we returned after talking to FPL about getting a gate code.

DMCCREARY 01/17/2024 11:49:53 ENG4 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DMCCREARY 01/17/2024 11:50:10 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE DMCCREARY 01/17/2024 11:50:42 *DUPLICATE - (SOURCE: This Call) (DESTINATION: PFD24CAD000417 / FIRE, MISCELLANEOUS) DMCCREARY 01/17/2024 11:50:42 LINK CREATED BETWEEN INCIDENT [PPD24CAD003400] AND INCIDENT [PFD24CAD000417] TAUTON 01/17/2024 11:54:40 SMOKE ON TRAIN TRACKS TAUTON 01/17/2024 12:01:34 RELATED TO THE EARLIER MEDICAL CALL TAUTON 01/17/2024 12:02:32 SMALL TRASH FIRE DMCCREARY 01/17/2024 12:04:53 LINK CREATED BETWEEN INCIDENT [PFD24CAD000417] AND INCIDENT [PFD24CAD000414] TAUTON 01/17/2024 12:11:28 FIRE OUT, REPOSITIONING THE TRUCK TO PUT OUT THE SMOLDERS

APPARATUS

Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	01 /17/2024 11:48:28
Dispatched	01 /17/2024 11:49:33
Enroute	01 /17/2024 11:50:59
Arrived	01 /17/2024 12:00:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /17/2024 13:02:44
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /17/2024 13:02:44
Number Of People not on apparatus: 0	

FIRE

Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **A Watch**

Location: 5007 N DAVIS HWY # A PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 28' 14.38" W 87° 13' 29.78"	FDID: 09022 Incident #: 2024-00475 Exposure ID: 77948654 Exposure #: 0 Incident Date: 01/21/2024 Dispatch Run #: PFD24CAD000519
Location Type: 1 - Street address	

Report Completed by:	Choat , Tyler Thomas	ID: 265	Date: 01/25/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/27/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 900 - Outside or special property, other		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: Mutual aid given	Primary action taken: 11 - Extinguishment by fire service personnel		
Mutual AID	Their FDID: 09023	Their State: FL	Their Incident #: 000745
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-21 11:17:43

2024-01-21 09:42:17 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-01-21 09:44:21 OFFENSE NUMBER [PFD24OFF000475] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-01-21 09:45:07 DISP. ADD. CHANGED 4818 MOBILE HWY [DOLLAR GENERAL 453-4544 X2[EDISON]] x[TONAWANDA] [PENSACOLA -%3E 920 S PALAFOX ST 2024-01-21 09:45:08 [PLAZA DE LUNA] [PENSACOLA] -%3E ESCAMBIA 2024-01-21 09:45:17 DISP. ADD. CHANGED 920 S PALAFOX ST [PLAZA DE LUNA] [PENSACOLA] -%3E 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:45:18 [PENSACOLA] 2024-01-21 09:49:57 DISP. ADD. CHANGED 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E O ENG2 [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:49:58 [PENSACOLA] 2024-01-21 09:51:55 DISP. ADD. CHANGED O ENG2 [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENS 2024-01-21 09:51:56 ACOLA] 2024-01-21 09:52:02 CAMP FIRE /FIRE OUT 2024-01-21 09:55:13 DISP. ADD. CHANGED 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 5007 N DAVIS HWY [FOOD WORLD GROCERY STORE X 2024-01-21 09:55:14 2[CORDAY ST]] x[AMBER ST] 2024-01-21 09:55:26 ENG2 RTQ

NARRATIVE (2)
Narrative Title: n/a
Narrative Author: Choat, Tyler
Narrative Date: 01/21/2024 15:54:31
Narrative Apparatus ID: E2
Narrative: E-2 responded to this location for the county because they didn't have an available unit. E-2 arrived on scene in the area and saw a small amount of white smoke coming from the homeless camp. E-2 made contact with an individual who was burning a mixture of wood/trash just outside of his tent. E-2 advised the individual of no burning. E-2 extinguished the fire with the water can and the call was terminated.

APPARATUS	
Fire Controlled Date / Time:	1/21/2024 9:50:00 AM
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /21/2024 09:40:15
Dispatched	01 /21/2024 09:42:30
Enroute	01 /21/2024 09:44:25
Arrived	01 /21/2024 09:50:00
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /21/2024 09:55:25
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /21/2024 09:55:25
Number Of People not on apparatus: 0	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Tyler Thomas Choat): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **003**
Shifts Or Platoon: **B Watch**

Location: 208 E HIGHLAND DR PENSACOLA FL 32503	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 27' 7.38" W 87° 12' 53.39"	FDID: 09022 Incident #: 2024-01099 Exposure ID: 78419993 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001225
Location Type: 1 - Street address	

Report Completed by:	Rockstad , Angela Rochelle	ID: 232	Date: 02/21/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/21/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:03

Structure Type:	Property Use: 938 - Graded and cared-for plots of land	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 14 - Contain fire (wildland)	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 3	

Narrative from dispatch:

2024-02-18 23:28:34

2024-02-18 21:53:01 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 3 2024-02-18 21:53:35 OFFENSE NUMBER [PFD24OFF001099] ASSIGNED FOR CALLNO [ENG3] IN AGENCY [PFD] 2024-02-18 22:00:55 LOCATED TWO PILES OF RUBBISH BEHIND A VACANT HOUSE 2024-02-18 22:19:23 ENG3 COMP RTQ//3 TREE STUMPS EXTINGUISHED

NARRATIVE (2)

Narrative Title: smoke outside

Narrative Author: Rockstad, Angela

Narrative Date: 02/18/2024 22:59:11

Narrative Apparatus ID: E3

Narrative:

Engine 2 dispatched to smoke outside in the area of 208 E Highland. Found 3 separate areas in the back yard that were smoking. Upon inspection found that piles were smoldering tree stumps. We used the water can, a garden hose and buckets of water to douse the stumps.

APPARATUS	
Fire Controlled Date / Time:	2/18/2024 10:17:00 PM
Unit	E3
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	02 /18/2024 21:50:32
Dispatched	02 /18/2024 21:52:30
Enroute	02 /18/2024 21:53:24
Arrived	02 /18/2024 21:57:19
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 22:19:34
In Quarters	-- / -- / -- -- : -- : --
In Service	02 /18/2024 22:20:00
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Heavy vegetation - not crop, including trees	Fire Is Confined To Object Of Origin	TRUE
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for debris or waste disposal		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	E Highland	
Case Status	Availability Of Material First Ignited	
Investigation inactive	Available at scene	
Entry Method	Extent Of Fire Involvement On Arrival	Container
		No container
Ignition Delay Device	Fuel	Other Investigative Information
		Code violations
Property Ownership	Initial Observations	Laboratory Used
		None
Remarks:		
Someone set fire to 3 tree stumps in backyard of vacant house. Unknown on who set fire. Stumps were smoldering and producing smoke. Called in by neighbor.		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Angela Rochelle Rockstad): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **B Watch**

Location: 1900 W MORENO ST PENSACOLA FL 32501	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 25' 41.66" W 87° 14' 20.65"	FDID: 09022 Incident #: 2024-01084 Exposure ID: 78413016 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001209
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 02/18/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 3	Total # of personnel on call: 8		

Narrative from dispatch:

2024-02-18 16:01:21

2024-02-18 12:51:26 COMPLAINT TYPE CHANGED FROM: [FIRE, BRUSH/] TO: [SMOKE OUTSIDE/] 2024-02-18 12:51:40 SMOKE IN THE AREA ACROSS FROM THE FRONT OF THIS BLDG 2024-02-18 12:52:18 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-02-18 12:54:51 OFFENSE NUMBER [PFD24OFF001084] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-02-18 13:03:51 SMALL BRUSH FIRE, TRANSIENT CAMP 2024-02-18 13:04:30 OAK TREE BURNING FROM THE INSIDE, EXTINGUISHING NOW 2024-02-18 13:23:00 L11 EN ROUTE TO ASSIST ENG4 2024-02-18 14:59:30 TREE IS OUT 2024-02-18 14:59:35 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Tree fire

Narrative Author: Akins, Kelly

Narrative Date: 02/18/2024 18:19:03

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for smoke in the area. E4 arrived on scene to the small wooded area where the fire was located in center of a large oak tree. E4 pulled the bumper line to try and extinguish the fire. E4 needed a larger chainsaw to make a larger access point to the center of the tree. L11 was called for. L11 arrived on scene and both crews made a larger access. E4 and L11 continued to try and reach the center where it was still smoldering. BC1 was contact to be updated on the situation. BC1 arrived on scene. The fire was eventually able to be reached and completely extinguished. L11 and BC1 completed and returned to quarters. E4 cleaned up the scene and filled the tank back up from the nearby hydrant. E4 completed and returned to quarters.

APPARATUS			
Unit	E4	Unit	L11
Type:	Engine	Type:	Truck or aerial
Use:	Suppression	Use:	Suppression
Response Mode:	No Lights or Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	3
Alarm	02 /18/2024 12:50:24	Alarm	02 /18/2024 12:50:24
Dispatched	02 /18/2024 12:52:27	Dispatched	02 /18/2024 13:19:30
Enroute	02 /18/2024 12:54:24	Enroute	02 /18/2024 13:20:07
Arrived	02 /18/2024 12:59:26	Arrived	02 /18/2024 13:24:29
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 14:59:37	Cleared Scene	02 /18/2024 14:51:06
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --	In Service	02 /18/2024 14:51:06
Unit	BC1		
Type:	Chief officer car		
Use:	Suppression		
Response Mode:	No Lights or Sirens		
# of People	1		
Alarm	02 /18/2024 12:50:24		
Dispatched	02 /18/2024 14:14:00		
Enroute	02 /18/2024 14:14:22		
Arrived	02 /18/2024 14:17:54		
Cancelled	-- / -- / -- -- : -- : --		
Cleared Scene	02 /18/2024 14:51:03		
In Quarters	-- / -- / -- -- : -- : --		
In Service	02 /18/2024 14:51:03		
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Wildland, woods	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for warming or cooking		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	w moreno	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **001**
Shifts Or Platoon: **A Watch**

Location: E JORDAN ST PENSACOLA FL 32501 DR MARTIN LUTHER KING JR DR	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 4.52" W 87° 12' 52.09"	FDID: 09022 Incident #: 2024-01420 Exposure ID: 78640435 Exposure #: 0 Incident Date: 03/03/2024 Dispatch Run #: PFD24CAD001578
Location Type: 2 - Intersection Cross Street, Directions or National Grid: DR MARTIN LUTHER KING JR DR	

Report Completed by:	Woodbridge , Dylan Thomas	ID: 294	Date: 03/03/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 03/03/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-03-03 16:40:20

2024-03-03 13:44:02 RR TRACKS UNDER I-110 / BRUSH FIRE / LOOKS LIKE TRANSIENT FIRE 2024-03-03 13:44:57 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 1 2024-03-03 13:46:44 OFFENSE NUMBER [PFD24OFF001420] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-03-03 13:55:38 WATER ON THE FIRE 2024-03-03 14:07:45 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: E Jordan

Narrative Author: Woodbridge, Dylan

Narrative Date: 03/03/2024 19:45:59

Narrative Apparatus ID: E1

Narrative:

On March 3, 2024 Engine 1 was dispatched to a brush fire at the intersection of Jordan and Dr. Martin Luther King Jr. Engine 1 arrived on scene to find a pile of what seemed to be garbage and rubbish on fire. The owner of the land informed us that people had been leaving items and trash on his property so he decided to pile it up and burn it. Engine 1 informed him that there was no burning inside the city limits and we extinguished the fire. After the fire was out, we explained to the owner again that there was no burning inside the city limits again. We made sure there were no hot spots for rekindling and cleared the scene.

APPARATUS	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	3
Alarm	03 /03/2024 13:42:52
Dispatched	03 /03/2024 13:45:04
Enroute	03 /03/2024 13:46:39
Arrived	03 /03/2024 13:47:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	03 /03/2024 14:07:45
In Quarters	-- / -- / -- -- : -- : --
In Service	03 /03/2024 14:07:45
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Dylan Thomas Woodbridge): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 1918 W GADSDEN ST # B PENSACOLA FL 32501	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 25' 10.6" W 87° 14' 22.74"	FDID: 09022 Incident #: 2024-02499 Exposure ID: 79445826 Exposure #: 0 Incident Date: 04/23/2024 Dispatch Run #: PFD24CAD002767
Location Type: 1 - Street address	

Report Completed by:	Sears , Dalton Ragon	ID: 279	Date: 04/23/2024
Report Reviewed by:	McLellan , Greg Allen	ID: 252	Date: 04/24/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:13

Structure Type:	Property Use: 429 - Multifamily dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property: \$0.00	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents: \$0.00	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total: \$0.00	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 2	Total # of personnel on call: 5		

Narrative from dispatch:

2024-04-23 18:06:49

2024-04-23 15:44:07 BUSH IN THE YARD ON FIRE 2024-04-23 15:44:23 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-04-23 15:46:02 OFFENSE NUMBER [PFD24OFF002499] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-04-23 15:49:25 SMALL FIRE IN THE WOODS - PULLING A BUMPER LINE 2024-04-23 15:54:16 REQ FIRE PREVENTION TO THE SCENE 2024-04-23 16:01:42 FIRE OUT AT THIS TIME 2024-04-23 16:26:39 850-698-0856 - LT MCLELLAND FMC - REQ STATE FIRE CONTACT HIM 2024-04-23 16:29:01 STATE FIRE HAS BEEN NOTIFIED 2024-04-23 16:55:01 CONTACT ECUA REF HYDRANT 1869 AT PACE/GADSDEN LEAKING ONTO THE SIDEWALK 2024-04-23 16:55:20 ECUA NOTIFIED WILL CHECK IT 2024-04-23 17:06:19 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: brush fire w/ damage to house

Narrative Author: Sears, Dalton

Narrative Date: 04/23/2024 19:46:02

Narrative Apparatus ID: E4

Narrative:

E-4 was dispatched to a brush fire. E-4 arrived on scene with PPD already on scene blocking the road. E-4 found an area of brush/woods on fire. The homeowner then walked us to his back yard where a 30 foot portion of his privacy fence had burned down and the heat from the burning fence damaged his vinyl siding on his house. E-4 pulled the bumper line to extinguish the remaining fire. E-4 used two tanks of water (approximately 1,600 gallons) to extinguish the fire and put out the hot embers in the woods. E-4 had fire marshal 3 & 2 respond to the scene to investigate the fire. E-4 was completed on scene and left the scene in the hand of fire marshal 3. E-4 returned to the station.

NARRATIVE (3)

Narrative Title: Origin and Cause

Narrative Author: McLellan, Greg

Narrative Date: 04/24/2024 07:59:20

Narrative Apparatus ID: FM3

Narrative:

Upon arrival, crews were finishing up extinguishment. The front of the structure had no damage, the eastern gate was open where crews had made entry. Some discoloration of the foliage west of the gate. The north side of the Structure had significant vinyl plank melted throughout. The wooden privacy fence section located on the north side of the property had been burned at a complete loss for about 20 ft. I could see through to the adjacent neighbors property where there was heavy brush char down on the ground, discoloration of the canopy leaves above. The state of the adjacent property had heavy over growth and littered with miscellaneous types of debris. The heaviest of the char was located at or on the fence, although the fence was essentially the only significant fuel source available, the rest of the area was leaves. At this time, based off what I saw, the fence was the point of origin. The adjacent property is known to house homeless and squatters. Police have been to the address multiple times for burglary. 1918 Gadsden resident says he has never had contact with adjacent neighbors. PPD advised they would not open an investigative case due to the lack of intent and evidence leading to any individual. SFM was contacted and advised they would not be investigating due to the nature of the incident being a brush fire.

APPARATUS			
Unit	E4	Unit	FM3
Type:	Engine	Type:	Chief officer car
Use:	Suppression	Use:	Other
Response Mode:	Lights and Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	1
Alarm	04 /23/2024 15:43:29	Alarm	04 /23/2024 15:43:29
Dispatched	04 /23/2024 15:44:29	Dispatched	04 /23/2024 15:54:00
Enroute	04 /23/2024 15:46:15	Enroute	04 /23/2024 16:00:19
Arrived	04 /23/2024 15:48:11	Arrived	04 /23/2024 16:18:32
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /23/2024 17:06:23	Cleared Scene	04 /23/2024 17:20:15
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	04 /23/2024 17:06:23	In Service	04 /23/2024 17:20:15
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	1918 W Gadsden st	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

INCIDENT IMAGES





Member Making Report (Captain Dalton Ragon Sears): _____

Incident Reviewer (Lieutenant Greg Allen McLellan): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 301 EUCLID ST PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 27' 34.2" W 87° 12' 45.72"	FDID: 09022 Incident #: 2024-02637 Exposure ID: 79548724 Exposure #: 0 Incident Date: 04/30/2024 Dispatch Run #: PFD24CAD002917
Location Type: 1 - Street address	

Report Completed by:	McClammy , Darrell Keith	ID: 248	Date: 04/30/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 04/30/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:10

Structure Type:	Property Use: 124 - Playground		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 3		

Narrative from dispatch:

2024-04-30 11:31:48

2024-04-30 10:11:23 CALLER SAYS THIS HAPPENED THE OTHER DAY ALSO 2024-04-30 10:11:23 GROUND SMOLDERING AT THE BACKSIDE OF THE PARK TOWARDS THE SWING AND SLIDE AREA 2024-04-30 10:11:27 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-04-30 10:13:57 OFFENSE NUMBER [PFD24OFF002637] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-04-30 10:25:25 ENG2 COMP RTQ

NARRATIVE (2)

Narrative Title: Brush Fire

Narrative Author: McClammy, Darrell

Narrative Date: 04/30/2024 10:49:41

Narrative Apparatus ID: E2

Narrative:

E-2 dispatched to 301 Euclid St (Pineglades Park) for brush fire, complaint advised dispatch that the ground was smoldering in the park near the swing area. E-2 responded non emergency with crew of 3. E-2 arrived, made contact w/complaint, stated she noticed it yesterday and tried stomping it outwhile on a walk with the dog, showed up today and the area still smolder. E-2 used a shovel and water cooler to extinguish the smoldering area covered in pine straw. E-2 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time:	4/30/2024 10:20:34 AM
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	04 /30/2024 10:07:23
Dispatched	04 /30/2024 10:11:43
Enroute	04 /30/2024 10:13:12
Arrived	04 /30/2024 10:16:35
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /30/2024 10:25:27
In Quarters	-- / -- / -- -- : -- : --
In Service	04 /30/2024 10:25:27
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	301 Euclid St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Darrell Keith McClammy): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 150 N W ST PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 48.67" W 87° 15' 2.92"	FDID: 09022 Incident #: 2024-02885 Exposure ID: 79735307 Exposure #: 0 Incident Date: 05/12/2024 Dispatch Run #: PFD24CAD003200
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 05/12/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 05/12/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:06

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4		

Narrative from dispatch:

2024-05-12 08:06:39

2024-05-12 06:44:23 PASSERBY SEES SMOKE IN THE AREA OF THE RR TRACKS NEAR BILL GREGORY PARK 2024-05-12 06:44:30 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-05-12 06:46:53 OFFENSE NUMBER [PFD24OFF002885] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-05-12 06:51:41 NOT SEEING ANYTHING EASTBOUND - COULD NOT REACH CALLER FOR FURTHER INFO 2024-05-12 06:57:58 LOCATED ONE SMALL TRANSIENT CAMPFIRE - EXTINGUISHED IT 2024-05-12 06:58:00 PPD ONSCENE 2024-05-12 06:58:41 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Trash Fire

Narrative Author: Akins, Kelly

Narrative Date: 05/12/2024 07:19:18

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for a guy setting multiple fires along the railroad tracks. E4 arrived on scene, walked the railroad tracks, and located a transient camp that was burning a small trash fire. E4 told the transients to extinguish the fire. There were no more fires located on the railroad tracks. E4 completed and returned to quarters.

APPARATUS	
Fire Controlled Date / Time:	5/12/2024 6:52:15 AM
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	05 /12/2024 06:42:58
Dispatched	05 /12/2024 06:44:36
Enroute	05 /12/2024 06:46:24
Arrived	05 /12/2024 06:48:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	05 /12/2024 06:59:05
In Quarters	-- / -- / -- -- : -- : --
In Service	05 /12/2024 06:59:05
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Railroad right-of-way: on or near	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N W St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire Department

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 5904 WALTON ST PENSACOLA FL 32503	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 28' 56.6" W 87° 13' 26.87"	FDID: 09022 Incident #: 2024-03567 Exposure ID: 80205563 Exposure #: 0 Incident Date: 06/11/2024 Dispatch Run #: PFD24CAD003950
Location Type: 1 - Street address	

Report Completed by:	Del Rio , Daniel C	ID: 319	Date: 06/12/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/13/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:02

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 3		

Narrative from dispatch:

2024-06-11 10:06:33

2024-06-11 08:21:57 LIGHT SMOKE SEEN IN THE AREA ; HMLS CAMP IN THE WOODED AREA BEHIND THE HOUSES 2024-06-11 08:22:00 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-06-11 08:27:34 OFFENSE NUMBER [PFD24OFF003567] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-06-11 08:46:58 SMALL TRASH FIRE - FIRE OUT - RTQ 2024-06-11 08:47:40 CODE CALLED IN REF TO THIS CALL - RESD CALLED BACK ABOUT TRASH AND SUCH IN THE AREA- PPD CALLED

NARRATIVE (2)

Narrative Title: n/a

Narrative Author: Del Rio, Daniel

Narrative Date: 06/11/2024 14:55:24

Narrative Apparatus ID: n/a

Narrative:

E-2 dispatched to a smoke outside. E-2 arrived to the address given and made contact with the homeowner who states there is a homeless camp behind there residence and smoke coming into there back yard. E-2 circles the block and finds the entrance into a wooded area finding a tent and a small smoldering trash fire. E-2 uses the water can to extinguish and cool the pile. E-2 complete returning.

APPARATUS	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	06 /11/2024 08:20:24
Dispatched	06 /11/2024 08:22:08
Enroute	06 /11/2024 08:23:49
Arrived	06 /11/2024 08:28:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	06 /11/2024 08:47:53
In Quarters	-- / -- / -- -- : -- : --
In Service	06 /11/2024 08:47:54
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Other area of fire origin	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Multiple types of material	Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	walton	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Daniel C Del Rio): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 5 N Q ST PENSACOLA FL 32502	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-03740 Exposure ID: 80338509 Exposure #: 0 Incident Date: 06/19/2024 Dispatch Run #: PFD24CAD004147
Location Type: 1 - Street address	

Report Completed by:	Reed , Kyle Franklin	ID: 298	Date: 06/19/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/19/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 12 - Salvage & overhaul		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4		

Narrative from dispatch:

2024-06-19 16:02:33

2024-06-19 14:17:39 UNK WHAT IS FIRE PER FIRST CALLER 2024-06-19 14:18:29 BEHIND THE BLDG 2024-06-19 14:18:32 RECV AN ADDT CALL THE WOODEN FENCE BEHIND THE BUILDING IS ON FIRE COMP BELIEVE HOMELESS STARTED THE FIRE 2024-06-19 14:18:53 CB IS EMPLOYEE KRISTINA BELL 850-432-4250 2024-06-19 14:22:59 SMALL BRUSH FIRE NEAR RR. -USING FRONT PUMPER LINE 2024-06-19 14:25:18 FIRE OUT -CKN HOT SPOTS 2024-06-19 14:44:03 COMPLETED - RETURNING TO QUARTERS 2024-06-19 14:44:29 OLD DISP CODES: CODE1 = 0000, CODE2 = , CODE3 = , CODE4 = , CODE5 = , CODE6 = 2024-06-19 14:44:40 OFFENSE NUMBER [PFD24OFF003740] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-06-19 14:44:44 CALL SUSPENDED

NARRATIVE (2)

Narrative Title: Brush Fire 5 N Q St

Narrative Author: Reed, Kyle

Narrative Date: 06/19/2024 15:05:43

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched to 5 N Q St for a brush fire behind the animal shelter. E4 arrived on scene and behind the shelter near the railroad a small amount of brush look like it had burned. E4 used the front bumper line to wet hot spots and cool the area that burned. No one on scene said they saw who or what started the fire. E4 finished overhauling the burned area and completed the assignment. E4 returned to quarters on main.

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	06 /19/2024 14:16:50
Dispatched	06 /19/2024 14:17:00
Enroute	06 /19/2024 14:18:53
Arrived	06 /19/2024 14:19:26
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	06 /19/2024 14:51:00
In Quarters	-- / -- / -- -- : -- : --
In Service	06 /19/2024 14:51:00
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	Q ST	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kyle Franklin Reed): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **001**
Shifts Or Platoon: **A Watch**

Location: 1801 W ROMANA ST PENSACOLA FL 32501 S K ST	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 35.89" W 87° 14' 16.73"	FDID: 09022 Incident #: 2024-04087 Exposure ID: 80588117 Exposure #: 0 Incident Date: 07/04/2024 Dispatch Run #: PFD24CAD004526
Location Type: 1 - Street address Cross Street, Directions or National Grid: S K ST	

Report Completed by:	White , Nicholas Tyler	ID: 339	Date: 07/04/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 07/07/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:05

Structure Type:	Property Use: 124 - Playground		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-07-04 22:55:28

2024-07-04 21:24:33 COMP STATES SMALL FIRE IN THE PARK NEAR A TREE 2024-07-04 21:26:46 OFFENSE NUMBER [PFD24OFF004087] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-07-04 21:29:22 DISP. ADD. CHANGED W ROMANA ST x[S K ST] [PENSACOLA] -%3E 1801 W ROMANA ST [KIWANIS PARK X2[S L ST]] x[S K ST] [PE 2024-07-04 21:29:23 NSACOLA] 2024-07-04 21:35:49 SMALL TRASHCAN FIRE 2024-07-04 21:35:56 FIRE IS OUT 2024-07-04 21:41:42 NO CITY PROP DAMAGE 2024-07-04 21:41:54 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)
Narrative Title: 1801 W ROMANA ST
Narrative Author: White, Nicholas
Narrative Date: 07/04/2024 22:53:34
Narrative Apparatus ID: E1
Narrative: E1 was dispatched to a trash fire near a tree at the address listed above. E1 arrived on scene to find a trash can full of trash, engulfed in flames. E1 used the water can and the cooler to extinguish the fire. No city property damage. E1 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/4/2024 9:35:55 PM	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	07 /04/2024 21:24:08
Dispatched	07 /04/2024 21:24:46
Enroute	07 /04/2024 21:26:39
Arrived	07 /04/2024 21:33:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /04/2024 21:41:57
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /04/2024 21:41:57
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Chute/container - trash, rubbish, waste	Heat Source	Fireworks
Item First Ignited	Rubbish, trash, waste	Fire Is Confined To Object Of Origin	
Type Of Material		Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Abandoned or discarded materials or products		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Nicholas Tyler White): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **C Watch**

Location: 3305 MARCUS DR PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 49.2" W 87° 13' 27.44"	FDID: 09022 Incident #: 2024-04349 Exposure ID: 80774632 Exposure #: 0 Incident Date: 07/15/2024 Dispatch Run #: PFD24CAD004805
Location Type: 1 - Street address	

Report Completed by:	Hinote , Bryan Shane	ID: 258	Date: 07/15/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 07/17/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 85 - Enforce codes		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-07-15 23:01:39

2024-07-15 21:28:52 SMOKE OUTSIDE POSS BY THE OVERPASS 2024-07-15 21:29:02 NO FLAMES SEEN 2024-07-15 21:30:03 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-07-15 21:30:17 OFFENSE NUMBER [PFD24OFF004349] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-07-15 21:34:51 COUNTY FIRE IS NOT WORKING ANY HOMELESS CAMP FIRES 2024-07-15 21:41:57 ENG2 FOUND A SMALL FIRE AT THE HOMELESS CAMP BEHIND THE DISPATCH LOCATION 2024-07-15 21:42:06 ENG2 GOING TO INVESTIGATE 2024-07-15 21:46:31 FIRE EXTINGUISHED 2024-07-15 21:46:34 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Homeless Camp fire

Narrative Author: Hinote, Bryan

Narrative Date: 07/15/2024 22:02:14

Narrative Apparatus ID: E2

Narrative:

E-2 arrived on scene to a small fire at homeless camp next to train tracks behind dispatched address. Camp members advised fire was small and contained but would extinguish. Fire extinguished. E-2 RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/15/2024 9:46:31 PM	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	07 /15/2024 21:28:05
Dispatched	07 /15/2024 21:30:10
Enroute	07 /15/2024 21:31:41
Arrived	07 /15/2024 21:36:14
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /15/2024 21:46:37
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /15/2024 21:46:37
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Lighter: cigarette, cigar
Item First Ignited	Multiple items first ignited	Fire Is Confined To Object Of Origin	TRUE
Type Of Material		Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Bryan Shane Hinote): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **004**
Shifts Or Platoon: **A Watch**

Location: N M ST PENSACOLA FL 32501 W GADSDEN ST	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 25' 10.52" W 87° 14' 20.72"	FDID: 09022 Incident #: 2024-04845 Exposure ID: 81124791 Exposure #: 0 Incident Date: 08/06/2024 Dispatch Run #: PFD24CAD005355
Location Type: 2 - Intersection Cross Street, Directions or National Grid: W GADSDEN ST	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 08/07/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 08/09/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:00

Structure Type:	Property Use: 419 - 1 or 2 family dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 87 - Investigate fire out on arrival		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-08-06 22:08:55

2024-08-06 20:50:01 ENG4 ADVISED FIRE OUT COMP RTQ 2024-08-06 20:50:07 OFFENSE NUMBER [PFD24OFF004845] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD]

NARRATIVE (2)
Narrative Title: Trash fire Narrative Author: Akins, Kelly Narrative Date: 08/07/2024 16:14:16 Narrative Apparatus ID: E4 Narrative: E4 was dispatched for a dumpster fire. E4 arrived on scene and located the green dumpster. E4 made contact with a transient and the dumpster was not on fire. The transient set a small fire inside a cinder block on the patio of the house and put it out. There was no fire. E4 completed and returned to quarters.

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	08 /06/2024 20:42:19
Dispatched	08 /06/2024 20:43:40
Enroute	08 /06/2024 20:45:08
Arrived	08 /06/2024 20:47:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	08 /06/2024 20:50:09
In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Courtyard, patio, terrace	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N M St.	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____

AFFIDAVIT OF PUBLICATION

City Clerk's Office City Of Pensacola
City Clerks Office - Legal Ads
Po Box 12910
Pensacola FL 32521-0001

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who
on oath says that he or she is the Legal Advertising
Representative of the Pensacola News Journal, a newspaper
published in Escambia County, Florida, that the attached
copy of advertisement, being a Legal Ad in the matter of
Govt Public Notices, was published on the publicly
accessible website of Escambia County, Florida, or in a
newspaper by print in the issues of, on

10/14/2024

Affiant further says that the website or newspaper complies
with all legal requirements for publication in chapter 50,
Florida Statutes
Subscribed and sworn to before me, by the legal clerk, who
is personally known to me, on 10/14/2024

Legal Clerk

Notary, State of WI County of Brown

My commission expires

Publication Cost	\$209 46	
Tax Amount	\$0 00	
Payment Cost	\$209 46	
Order No	10661057	# of Copies
Customer No	1124787	0
PO #	LSAR0173557	

THIS IS NOT AN INVOICE'

Please do not use this form for payment remittance

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos 10-24 and 11-24 were presented to the City Council of the City of Pensacola for first reading on Thursday, October 10, 2024, and will be presented for final reading and adoption on Thursday, October 24, 2024, at 5 30 p m , in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida

The title(s) of the proposed ordinance(s) are as follows

PO NO 10-24

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED EXCEPTIONS, ENFORCEMENT AND PENALTIES, PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

PO NO 11-24

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED EXCEPTIONS, ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy (850) 435-1606, or may be inspected in the City Clerk's office located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida or on-line with the agenda package on the City's website [https //pensacolafportal.civicclerk.com/](https://pensacolafportal.civicclerk.com/) Interested parties may appear at the meeting and be heard with respect to the proposed ordinances The meeting may also be viewed live stream at [https //cityofpensacola.com/video](https://cityofpensacola.com/video)

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities Please call (850) 435-1606 (or TDD (850) 435-1666) for further information Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services

CITY OF PENSACOLA, FLORIDA

By Ericka L Burnett, City Clerk

October 14 2024

LSAR0173557



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1012

City Council

10/24/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 11-24 - AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PUBLIC PROPERTY PROHIBITED

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 11-24 as revised on second reading.

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this Ordinance is to prohibit unauthorized camping in public areas that were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes. Camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards such as attraction of pests and possible spread of disease that are known to occur as a result of unauthorized camping, creates and environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

PRIOR ACTION:

October 10, 2024-City Council voted to approve Proposed Ordinance No. 11-24 as revised on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/30/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. REVISED AS AMENDED & ADOPTED ON 2ND READING Proposed Ordinance No. 11-24
2. REVISED/REDLINED AS AMENDED & ADOPTED ON 2ND READING Proposed Ordinance No. 11-24
3. REVISED AS APPROVED ON 1ST READING Proposed Ordinance No. 11-24
4. REVISED/REDLINED AS APPROVED ON 1ST READING Proposed Ordinance No. 11-24
5. Proposed Ordinance No. 11-24
6. Business Impact Estimate
7. Data For Proposed Unauthorized Camping Ordinances
8. PROOF OF PUBLICATION
9. HANDOUT PROVIDED BY COUNCIL MEMBER BARE Section 125.0231 F.S.

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping; and

WHEREAS, these public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas; and

WHEREAS, these public areas were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards such as attraction of pests and possible spread of disease that are known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-19 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 8-1-19. Camping on public property prohibited; exceptions; enforcement and penalties

~~(a) For purposes of this section, "camping" is defined as:~~

~~(1) Cooking over an open flame or fire out-of-doors;~~

~~(2) Bathing in public for purposed of personal hygiene; or~~

~~(3) Sleeping out-of-doors under one of the following circumstances:~~

~~a. Adjacent to or inside a tent; or~~

~~b. Inside some form of temporary shelter.~~

(a) "Camping" for purposes of this section is defined as:

(1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or

(2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp stove, grill, heater or any heating device capable of generating or containing an open flame; or

(3) Preparing a sleeping bag or other material for bedding to be used as living accommodations.

(4) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a sworn code enforcement officer that, in light of all of the circumstances, the participants, in conducting an activity or activities as described in (1-3) of this section, are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

(b) Camping is prohibited on all public property, except as may be specifically authorizes by the appropriate governmental authority.

(b) "Public property" for purposes of this section is defined as any outdoor area to include public outdoor areas that have a roof or partial enclosure, that is owned, managed or controlled by the City to which the public has access, including but

not limited to public rights of way, parks, streets, sidewalks, bridges, walkways, hiking and biking trails, transit facilities, underpasses, parking lots and green spaces.

~~(c) Camping is prohibited on all property in the city used for residential purposes; however, that camping is permitted on such property with the permission and consent of the property owner.~~

(c) Unauthorized camping is prohibited on public property. It shall be unlawful for any person to camp on public property without authorization.

~~(d) An individual in violation of this section who has no private shelter, shall be advised by a law enforcement officer charged with the enforcement of this section of available shelter in the city or county, in addition to any penalties of law.~~

(d) Exceptions. It shall not be a violation, and the prohibitions of this section shall not apply if the activities in (a) of this section occur:

(1) During any time period that the Governor of the State of Florida has declared a state of emergency in Escambia County, Florida and has suspended the provisions of Section 125.0231 Florida Statutes pursuant to Section 252.36 Florida Statutes; or

(2) On a property during any time when such property is effectively designated and operated for the purpose of public camping or sleeping pursuant to Section 125.0231(3) Florida Statutes.

(e) Enforcement and penalties: Any person violating the provisions of this section shall be subject to the following penalties: a first violation shall be punished by issuance of a warning; second and subsequent violations shall be punished by a civil citation with a fine not to exceed \$50 or imprisonment for a term not to exceed 20 days, or by both the fine and imprisonment. An arrest under this section must have been preceded by issuance of a civil citation for a prior violation of this section. Each day a violation of any provision of this Code section shall continue shall constitute a separate offense.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Attest:

Approved: _____
President of City Council

City Clerk

PROPOSED
ORDINANCE NO. 11-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED; EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping; and

WHEREAS, these public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas; and

WHEREAS, these public areas were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards such as attraction of pests and possible spread of disease that are known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-19 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 8-1-19. Camping on public property prohibited; exceptions; enforcement and penalties

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Style Definition: Body Text

Style Definition: Title

Style Definition: List Paragraph

~~(a) For purposes of this section, "camping" is defined as:~~

- ~~(1) Cooking over an open flame or fire out-of-doors;~~
- ~~(2) Bathing in public for purposes of personal hygiene; or~~
- ~~(3) Sleeping out-of-doors under one of the following circumstances:~~
 - ~~a. Adjacent to or inside a tent; or~~
 - ~~b. Inside some form of temporary shelter.~~

~~(a) "Camping" for purposes of this section is defined as:~~

- ~~(1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or~~
- ~~(2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp stove, grill, heater or any heating device capable of generating or containing an open flame; or~~
- ~~(3) Preparing a sleeping bag or other material for bedding to be used as living accommodations.~~
- ~~(4) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a sworn code enforcement officer that, in light of all of the circumstances, ~~that~~ the participants, in conducting an activity or activities as described in (1-3) of this section-, are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.~~

~~(b) Camping is prohibited on all public property, except as may be specifically authorized by the appropriate governmental authority.~~

~~(b) "Public property" for purposes of this section is defined as any outdoor area to include public outdoor areas that have a roof or partial enclosure, that is owned, managed or controlled by the City to which the public has access, including but~~

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not limited to public rights of way, parks, streets, sidewalks, bridges, walkways, hiking and biking trails, transit facilities, underpasses, parking lots and green spaces.

~~(c) Camping is prohibited on all property in the city used for residential purposes; however, that camping is permitted on such property with the permission and consent of the property owner.~~

(c) Unauthorized camping is prohibited on public property. It shall be unlawful for any person to camp on public property without authorization.

~~(d) An individual in violation of this section who has no private shelter, shall be advised by a law enforcement officer charged with the enforcement of this section of available shelter in the city or county, in addition to any penalties of law.~~

(d) Exceptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities in (a) of this section occur:

~~(1) Pursuant to an approved and authorized City event or activity occurring on public property or~~

~~(2) By any member of a federal, state or local agency or other organization, including but not limited to a non-profit agency that has been invited by the Mayor or his/her designee and is part of an organized rescue or emergency response and occurs in the performance of an official duty.~~

~~(1) During any time period that the Governor of the State of Florida has declared a state of emergency in Escambia County, Florida and has suspended the provisions of Section 125.0231 Florida Statutes pursuant to Section 252.36 Florida Statutes; or~~

~~(2) On a property during any time when such property is effectively designated and operated for the purpose of public camping or sleeping pursuant to Section 125.0231(3) Florida Statutes.~~

~~(d)(e) Enforcement and penalties: Any person violating the provisions of this section shall be subject to the following penalties: a first violation may shall be issued punished by issuance of a warning or civil citation with a fine not to exceed of fifty (50) dollars. Second; second, and subsequent violations of this section shall be punished by a civil citation with a fine not exceeding \$500.00 to exceed \$50, or imprisonment for a term not exceeding 60 to exceed 20 days, or by both the fine and imprisonment. An arrest under this section must have been preceded by issuance of a civil citation for a prior violation of this section. Each day a violation of any provision of this Code section shall continue shall~~

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constitute a separate offense.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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Adopted: _____

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Attest:

Approved:

President of City Council

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City Clerk

PROPOSED
ORDINANCE NO. 11-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping; and

WHEREAS, these public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas; and

WHEREAS, these public areas were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards such as attraction of pests and possible spread of disease that are known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-19 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 8-1-19. Camping on public property prohibited; exceptions; enforcement and penalties

~~(a) For purposes of this section, "camping" is defined as:~~

- ~~(1) Cooking over an open flame or fire out-of-doors;~~
- ~~(2) Bathing in public for purposed of personal hygiene; or~~
- ~~(3) Sleeping out-of-doors under one of the following circumstances:~~
 - ~~a. Adjacent to or inside a tent; or~~
 - ~~b. Inside some form of temporary shelter.~~

(a) "Camping" for purposes of this section is defined as:

- (1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or
- (2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp stove, grill, heater or any heating device capable of generating or containing an open flame; or
- (3) Preparing a sleeping bag or other material for bedding to be used as living accommodations; or
- (4) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a sworn code enforcement officer that, in light of all of the circumstances, that the participants, in conducting an activity or activities as described in (1-4) of this section , are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

(b) Camping is prohibited on all public property, except as may be specifically authorizes by the appropriate governmental authority.

(b) "Public property" for purposes of this section is defined as any outdoor area to include public outdoor areas that have a roof or partial enclosure, that is owned, managed or controlled by the City to which the public has access, including but

not limited to public rights of way, parks, streets, sidewalks, bridges, walkways, hiking and biking trails, transit facilities, underpasses, parking lots and green spaces.

~~(c) Camping is prohibited on all property in the city used for residential purposes; however, that camping is permitted on such property with the permission and consent of the property owner.~~

(c) Unauthorized camping is prohibited on public property. It shall be unlawful for any person to camp on public property without authorization.

~~(d) An individual in violation of this section who has no private shelter, shall be advised by a law enforcement officer charged with the enforcement of this section of available shelter in the city or county, in addition to any penalties of law.~~

(d) Exceptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities in (a) of this section occur:

(1) Pursuant to an approved and authorized City event or activity occurring on public property or

(2) By any member of a federal, state or local agency or other organization, including but not limited to a non-profit agency that has been invited by the Mayor or his/ her designee and is part of an organized rescue or emergency response and occurs in the performance of an official duty.

(e) Enforcement and penalties: Any person violating the provisions of this section shall be subject to the following penalties: a first violation may be issued a warning or civil citation with a fine not to exceed of fifty (50) dollars. Second and subsequent violations of this section shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both the fine and imprisonment. An arrest under this section must have been preceded by issuance of a civil citation for a prior violation of this section. Each day a violation of any provision of this Code section shall continue shall constitute a separate offense.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 11-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping; and

WHEREAS, these public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas; and

WHEREAS, these public areas were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards such as attraction of pests and possible spread of disease that are known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-19 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 8-1-19. Camping on public property prohibited; exceptions; enforcement and penalties

(a) ~~For purposes of this section, "camping" is defined as:~~

- ~~(1) Cooking over an open flame or fire out-of-doors;~~
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 - ~~a. Adjacent to or inside a tent; or~~
 - ~~b. Inside some form of temporary shelter.~~

(a) "Camping" for purposes of this section is defined as:

- (1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or
- (2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp stove, grill, heater or any heating device capable of generating or containing an open flame; or
- (3) Preparing a sleeping bag or other material for bedding to be used as living accommodations; or
- ~~(4) Parking a motor vehicle as defined in Florida Statute 320.01 on public property for the purpose of using the motor vehicle as a living accommodation which includes sleeping overnight; and~~

(5) —(4)The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a sworn code enforcement officer that, in light of all of the circumstances, that the participants, in conducting an activity or activities as described in (1-4) of this section , are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

(b) ~~Camping is prohibited on all public property, except as may be specifically authorizes by the appropriate governmental authority.~~

(b) "Public property" for purposes of this section is defined as any outdoor area to include public outdoor areas that have a roof or partial enclosure, that is owned, managed or controlled by the City to which the public has access, including but

not limited to public rights of way, parks, streets, sidewalks, bridges, walkways, hiking and biking trails, transit facilities, underpasses, parking lots and green spaces.

~~(c) Camping is prohibited on all property in the city used for residential purposes; however, that camping is permitted on such property with the permission and consent of the property owner.~~

(c) Unauthorized camping is prohibited on public property. It shall be unlawful for any person to camp on public property without authorization.

~~(d) An individual in violation of this section who has no private shelter, shall be advised by a law enforcement officer charged with the enforcement of this section of available shelter in the city or county, in addition to any penalties of law.~~

(d) Exceptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities in (a) of this section occur:

(1) Pursuant to an approved and authorized City event or activity occurring on public property or

(2) By any member of a federal, state or local agency or other organization, including but not limited to a non-profit agency that has been invited by the Mayor or his/ her designee and is part of an organized rescue or emergency response and occurs in the performance of an official duty.

(e) Enforcement and penalties: Any person violating the provisions of this section shall be subject to the following penalties: a first violation may be issued a warning or civil citation with a fine not to exceed of fifty (50) dollars. Second and subsequent violations of this section shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both the fine and imprisonment. An arrest under this section must have been preceded by issuance of a civil citation for a prior violation of this section. Each day a violation of any provision of this Code section shall continue shall constitute a separate offense.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 11-24

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping; and

WHEREAS, these public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas; and

WHEREAS, these public areas were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes; and

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- (4) Parking a motor vehicle as defined in Florida Statute 320.01 on public property for the purpose of using the motor vehicle as a living accommodation which includes sleeping overnight; and
- (5) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a sworn code enforcement officer that, in light of all of the circumstances, that the participants, in conducting an activity or activities as described in (1-4) of this section , are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

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not limited to public rights of way, parks, streets, sidewalks, bridges, walkways, hiking and biking trails, transit facilities, underpasses, parking lots and green spaces.

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~~(d) — An individual in violation of this section who has no private shelter, shall be advised by a law enforcement officer charged with the enforcement of this section of available shelter in the city or county, in addition to any penalties of law.~~

(d) Exceptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities in (a) of this section occur:

(1) Pursuant to an approved and authorized City event or activity occurring on public property or

(2) By any member of a federal, state or local agency or other organization, including but not limited to a non-profit agency that has been invited by the Mayor or his/ her designee and is part of an organized rescue or emergency response and occurs in the performance of an official duty.

(e) Enforcement and penalties: Any person violating the provisions of this section shall be subject to the following penalties: a first violation may be issued a warning or civil citation with a fine not to exceed of fifty (50) dollars. Second and subsequent violations of this section shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both the fine and imprisonment. An arrest under this section must have been preceded by issuance of a civil citation for a prior violation of this section. Each day a violation of any provision of this Code section shall continue shall constitute a separate offense.

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SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 11-24 AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): The City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping. These public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
None

3. Estimate of direct compliance costs that businesses may reasonably incur:
None

4. Any new charge or fee imposed by the proposed ordinance:
No

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

HEALTH HAZARDS

Unhealthy encampment conditions. Conditions in homeless encampments can be dangerous to health. Garbage attracts rodents and other vermin. Food cannot be stored, and dishes cannot be washed properly, facilitating the spread of food-borne diseases. Depending on a camp's location, some residents might use portable toilets or public facilities, but most are likely to use an outdoor location. Poor hygiene contributes to dental and skin problems. Other environmental hazards, such as batteries and fuels, are used for heating and cooking.

In addition to concerns about the hazardous materials mentioned above, which potentially harm both the transients and the surrounding environment, inadequate human waste disposal at large encampments along rivers can pose a hazard to the water supply of nearby communities. Another hazard linked to homeless encampments is fire. Residents of homeless encampments turn to wood stoves and campfires for heat and cooking. If left unattended (typically by intoxicated transients), these fires can become out of control and burn down camp structures and injure people. Larger fires can spread to more populated areas and damage buildings and infrastructure. More significantly for the environment, these fires may kill animals and vegetation and destroy their habitats. Although most wildfires are started by people, there are no data on how many of those are started specifically by transients.

Reference:

Chamard, Sharon. (2010). *Homeless Encampments*. U.S. Department of Justice, Office of Community Oriented Policing Services. ISBN: 978-1-935676-01-0. Available from www.cops.usdoj.gov.
https://popcenter.asu.edu/sites/default/files/sites/default/files/problems/pdfs/homeless_encampments.pdf

The extent of the health, safety, and environmental hazards posed by the encampment.

Encampments can pose public health and safety hazards to encampment residents and to surrounding neighborhoods and businesses. Those hazards include human waste, used needles, rodents, disease, and criminal activity (primarily drug use and prostitution). Encampments also can cause negative impacts on the natural environment. Trash and waste from people living in encampment settings without access to regular sanitation services can pollute waterways and soil.

Reference:

Dunton, L., Khadduri, J., Burnett, K., Fiore, N., & Yetvin, W. (2020). *Exploring Homelessness Among People Living in Encampments and Associated Costs: City Approaches to Encampments and What They Cost*. U.S. Department of Housing and Urban Development, Office of Policy Development and Research. <https://www.huduser.gov/portal/sites/default/files/pdf/Exploring-Homelessness-Among-People.pdf>

Health and Safety Implications

Homeless people generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance, storing their possessions, eliminating unwanted materials, and gathering recyclable materials of value. The resulting piles of trash become harborages and food sources for vectors and related pathogens, sources of odors, fuel for fires, unattractive nuisances to the public, an attractive nuisance for salvagers, and potential sites that can cause bodily injuries.

Reference:

California Department of Resources Recycling and Recovery. (n.d.). *Homeless encampments: Impacts on solid waste and recycling*. CalRecycle. <https://calrecycle.ca.gov/illegaldump/homelesscamp/#SolidWaste>



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 1810 W CERVANTES ST # 334 PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 25' 14.02" W 87° 14' 18.49"	FDID: 09022 Incident #: 2024-00320 Exposure ID: 77831213 Exposure #: 0 Incident Date: 01/14/2024 Dispatch Run #: PFD24CAD000346
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/15/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/16/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:12

Structure Type:	Property Use: 936 - Vacant lot	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 86 - Investigate	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-14 23:19:15

2024-01-14 21:45:13 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST 2024-01-14 21:45:21 UNKNOWN WHAT IS ON FIRE 2024-01-14 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-01-14 21:49:47 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-14 21:52:31 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING 2024-01-14 21:55:06 FIRE IS OUT 2024-01-14 21:55:09 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Trash Fire

Narrative Author: Martin, Jed

Narrative Date: 01/15/2024 06:45:10

Narrative Apparatus ID: E4

Narrative:

E-4 crew of four as listed responded normal traffic. We arrived on scene to find a very small camp fire located on the vacant lot just to the west of the Altier. We made conyact with a homeless woman who was camping there. She had the fire out when we arrived. We advised that there was no open burning in the city and she apologized. We returned

?DWAYLAND 01/14/2024 21:45:12 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST SIDE DWAYLAND 01/14/2024 21:45:20 UNKNOWN WHAT IS ON FIRE DWAYLAND 01/14/2024 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 DWAYLAND 01/14/2024 21:49:46 ENG4 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DWAYLAND 01/14/2024 21:52:30 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING DWAYLAND 01/14/2024 21:55:05 ENG4 FIRE IS OUT DWAYLAND 01/14/2024 21:55:08 COMPLETED - RETURNING TO QUARTERS

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /14/2024 21:44:02
Dispatched	01 /14/2024 21:46:45
Enroute	01 /14/2024 21:48:35
Arrived	01 /14/2024 21:52:09
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /14/2024 21:55:08
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /14/2024 21:55:08
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	M	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 55 N Q ST PENSACOLA FL 32505	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-00384 Exposure ID: 77879335 Exposure #: 0 Incident Date: 01/17/2024 Dispatch Run #: PPD24CAD003400
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/17/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:
2024-01-17 12:54:26
2024-01-17 11:49:54 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-17 11:50:11 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE

NARRATIVE (2)

Narrative Title: Trash fire

Narrative Author: Martin, Jed

Narrative Date: 01/17/2024 18:32:11

Narrative Apparatus ID: E4

Narrative:

E-4 crew of four as listed responded lights and sirens. We had just been relesead but were still on scene at an activated fire alarm at 120 palafox place. the decision to run lights was made due to the wind conditions and dry weather and the location posibly being a residential structure. We arrived in the area to observe failry heavy heat pushed black smoke on the train tracks north of Navy and behind the humane society. We placed the engine at the closest access at the humane society and encountered a padlocked gate. I asked the employess inside if they had a key and they advised cut the locks. We used a bolt cutter to cut the locks. we took a water can and hooooks and traveled the tracks about 100 yds north of the bridge where we found a homelss camp. there was a 10 ft x 10 ft area burning of vegitation and several tires. we exhausted the water can but the tires continued to burn . Lt neal made contact with a homeless man who said this was the fire from the patient we had this morning that walked up to the station. I had E-4 driver bring a dry chem. we extinguished the flame but the area was still smoldering. E-4 driver repositioned the engine at the back west side of the FPL property warehouse and we strethced a 200 ft preconnect and applied foam to the area. we never made contact with anyone at the homeless camp. we returned after talking to FPL about getting a gate code.

DMCCREARY 01/17/2024 11:49:53 ENG4 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DMCCREARY 01/17/2024 11:50:10 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE DMCCREARY 01/17/2024 11:50:42 *DUPLICATE - (SOURCE: This Call) (DESTINATION: PFD24CAD000417 / FIRE, MISCELLANEOUS) DMCCREARY 01/17/2024 11:50:42 LINK CREATED BETWEEN INCIDENT [PPD24CAD003400] AND INCIDENT [PFD24CAD000417] TAUTON 01/17/2024 11:54:40 SMOKE ON TRAIN TRACKS TAUTON 01/17/2024 12:01:34 RELATED TO THE EARLIER MEDICAL CALL TAUTON 01/17/2024 12:02:32 SMALL TRASH FIRE DMCCREARY 01/17/2024 12:04:53 LINK CREATED BETWEEN INCIDENT [PFD24CAD000417] AND INCIDENT [PFD24CAD000414] TAUTON 01/17/2024 12:11:28 FIRE OUT, REPOSITIONING THE TRUCK TO PUT OUT THE SMOLDERS

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	01 /17/2024 11:48:28
Dispatched	01 /17/2024 11:49:33
Enroute	01 /17/2024 11:50:59
Arrived	01 /17/2024 12:00:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /17/2024 13:02:44
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /17/2024 13:02:44
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **A Watch**

Location: 5007 N DAVIS HWY # A PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 28' 14.38" W 87° 13' 29.78"	FDID: 09022 Incident #: 2024-00475 Exposure ID: 77948654 Exposure #: 0 Incident Date: 01/21/2024 Dispatch Run #: PFD24CAD000519
Location Type: 1 - Street address	

Report Completed by:	Choat , Tyler Thomas	ID: 265	Date: 01/25/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/27/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 900 - Outside or special property, other		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: Mutual aid given	Primary action taken: 11 - Extinguishment by fire service personnel		
Mutual AID	Their FDID: 09023	Their State: FL	Their Incident #: 000745
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-21 11:17:43

2024-01-21 09:42:17 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-01-21 09:44:21 OFFENSE NUMBER [PFD24OFF000475] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-01-21 09:45:07 DISP. ADD. CHANGED 4818 MOBILE HWY [DOLLAR GENERAL 453-4544 X2[EDISON]] x[TONAWANDA] [PENSACOLA -%3E 920 S PALAFOX ST 2024-01-21 09:45:08 [PLAZA DE LUNA] [PENSACOLA] -%3E ESCAMBIA 2024-01-21 09:45:17 DISP. ADD. CHANGED 920 S PALAFOX ST [PLAZA DE LUNA] [PENSACOLA] -%3E 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:45:18 [PENSACOLA] 2024-01-21 09:49:57 DISP. ADD. CHANGED 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E O ENG2 [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:49:58 [PENSACOLA] 2024-01-21 09:51:55 DISP. ADD. CHANGED O ENG2 [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENS 2024-01-21 09:51:56 ACOLA] 2024-01-21 09:52:02 CAMP FIRE /FIRE OUT 2024-01-21 09:55:13 DISP. ADD. CHANGED 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 5007 N DAVIS HWY [FOOD WORLD GROCERY STORE X 2024-01-21 09:55:14 2[CORDAY ST]] x[AMBER ST] 2024-01-21 09:55:26 ENG2 RTQ

NARRATIVE (2)
Narrative Title: n/a
Narrative Author: Choat, Tyler
Narrative Date: 01/21/2024 15:54:31
Narrative Apparatus ID: E2
Narrative: E-2 responded to this location for the county because they didn't have an available unit. E-2 arrived on scene in the area and saw a small amount of white smoke coming from the homeless camp. E-2 made contact with an individual who was burning a mixture of wood/trash just outside of his tent. E-2 advised the individual of no burning. E-2 extinguished the fire with the water can and the call was terminated.

APPARATUS	
Fire Controlled Date / Time:	1/21/2024 9:50:00 AM
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /21/2024 09:40:15
Dispatched	01 /21/2024 09:42:30
Enroute	01 /21/2024 09:44:25
Arrived	01 /21/2024 09:50:00
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /21/2024 09:55:25
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /21/2024 09:55:25
Number Of People not on apparatus: 0	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Tyler Thomas Choat): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **003**
Shifts Or Platoon: **B Watch**

Location: 208 E HIGHLAND DR PENSACOLA FL 32503	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 27' 7.38" W 87° 12' 53.39"	FDID: 09022 Incident #: 2024-01099 Exposure ID: 78419993 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001225
Location Type: 1 - Street address	

Report Completed by:	Rockstad , Angela Rochelle	ID: 232	Date: 02/21/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/21/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:03

Structure Type:	Property Use: 938 - Graded and cared-for plots of land	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 14 - Contain fire (wildland)	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 3	

Narrative from dispatch:

2024-02-18 23:28:34

2024-02-18 21:53:01 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 3 2024-02-18 21:53:35 OFFENSE NUMBER [PFD24OFF001099] ASSIGNED FOR CALLNO [ENG3] IN AGENCY [PFD] 2024-02-18 22:00:55 LOCATED TWO PILES OF RUBBISH BEHIND A VACANT HOUSE 2024-02-18 22:19:23 ENG3 COMP RTQ//3 TREE STUMPS EXTINGUISHED

NARRATIVE (2)

Narrative Title: smoke outside

Narrative Author: Rockstad, Angela

Narrative Date: 02/18/2024 22:59:11

Narrative Apparatus ID: E3

Narrative:

Engine 2 dispatched to smoke outside in the area of 208 E Highland. Found 3 separate areas in the back yard that were smoking. Upon inspection found that piles were smoldering tree stumps. We used the water can, a garden hose and buckets of water to douse the stumps.

APPARATUS	
Fire Controlled Date / Time:	2/18/2024 10:17:00 PM
Unit	E3
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	02 /18/2024 21:50:32
Dispatched	02 /18/2024 21:52:30
Enroute	02 /18/2024 21:53:24
Arrived	02 /18/2024 21:57:19
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 22:19:34
In Quarters	-- / -- / -- -- : -- : --
In Service	02 /18/2024 22:20:00
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Heavy vegetation - not crop, including trees	Fire Is Confined To Object Of Origin	TRUE
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for debris or waste disposal		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	E Highland	
Case Status	Availability Of Material First Ignited	
Investigation inactive	Available at scene	
Entry Method	Extent Of Fire Involvement On Arrival	Container
		No container
Ignition Delay Device	Fuel	Other Investigative Information
		Code violations
Property Ownership	Initial Observations	Laboratory Used
		None
Remarks:		
Someone set fire to 3 tree stumps in backyard of vacant house. Unknown on who set fire. Stumps were smoldering and producing smoke. Called in by neighbor.		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Angela Rochelle Rockstad): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **B Watch**

Location: 1900 W MORENO ST PENSACOLA FL 32501	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 25' 41.66" W 87° 14' 20.65"	FDID: 09022 Incident #: 2024-01084 Exposure ID: 78413016 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001209
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 02/18/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 3	Total # of personnel on call: 8		

Narrative from dispatch:

2024-02-18 16:01:21

2024-02-18 12:51:26 COMPLAINT TYPE CHANGED FROM: [FIRE, BRUSH/] TO: [SMOKE OUTSIDE/] 2024-02-18 12:51:40 SMOKE IN THE AREA ACROSS FROM THE FRONT OF THIS BLDG 2024-02-18 12:52:18 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-02-18 12:54:51 OFFENSE NUMBER [PFD24OFF001084] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-02-18 13:03:51 SMALL BRUSH FIRE, TRANSIENT CAMP 2024-02-18 13:04:30 OAK TREE BURNING FROM THE INSIDE, EXTINGUISHING NOW 2024-02-18 13:23:00 L11 EN ROUTE TO ASSIST ENG4 2024-02-18 14:59:30 TREE IS OUT 2024-02-18 14:59:35 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Tree fire

Narrative Author: Akins, Kelly

Narrative Date: 02/18/2024 18:19:03

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for smoke in the area. E4 arrived on scene to the small wooded area where the fire was located in center of a large oak tree. E4 pulled the bumper line to try and extinguish the fire. E4 needed a larger chainsaw to make a larger access point to the center of the tree. L11 was called for. L11 arrived on scene and both crews made a larger access. E4 and L11 continued to try and reach the center where it was still smoldering. BC1 was contact to be updated on the situation. BC1 arrived on scene. The fire was eventually able to be reached and completely extinguished. L11 and BC1 completed and returned to quarters. E4 cleaned up the scene and filled the tank back up from the nearby hydrant. E4 completed and returned to quarters.

APPARATUS			
Unit	E4	Unit	L11
Type:	Engine	Type:	Truck or aerial
Use:	Suppression	Use:	Suppression
Response Mode:	No Lights or Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	3
Alarm	02 /18/2024 12:50:24	Alarm	02 /18/2024 12:50:24
Dispatched	02 /18/2024 12:52:27	Dispatched	02 /18/2024 13:19:30
Enroute	02 /18/2024 12:54:24	Enroute	02 /18/2024 13:20:07
Arrived	02 /18/2024 12:59:26	Arrived	02 /18/2024 13:24:29
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 14:59:37	Cleared Scene	02 /18/2024 14:51:06
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --	In Service	02 /18/2024 14:51:06
Unit	BC1		
Type:	Chief officer car		
Use:	Suppression		
Response Mode:	No Lights or Sirens		
# of People	1		
Alarm	02 /18/2024 12:50:24		
Dispatched	02 /18/2024 14:14:00		
Enroute	02 /18/2024 14:14:22		
Arrived	02 /18/2024 14:17:54		
Cancelled	-- / -- / -- -- : -- : --		
Cleared Scene	02 /18/2024 14:51:03		
In Quarters	-- / -- / -- -- : -- : --		
In Service	02 /18/2024 14:51:03		
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Wildland, woods	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for warming or cooking		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	w moreno	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **001**
Shifts Or Platoon: **A Watch**

Location: E JORDAN ST PENSACOLA FL 32501 DR MARTIN LUTHER KING JR DR	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 4.52" W 87° 12' 52.09"	FDID: 09022 Incident #: 2024-01420 Exposure ID: 78640435 Exposure #: 0 Incident Date: 03/03/2024 Dispatch Run #: PFD24CAD001578
Location Type: 2 - Intersection Cross Street, Directions or National Grid: DR MARTIN LUTHER KING JR DR	

Report Completed by:	Woodbridge , Dylan Thomas	ID: 294	Date: 03/03/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 03/03/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-03-03 16:40:20

2024-03-03 13:44:02 RR TRACKS UNDER I-110 / BRUSH FIRE / LOOKS LIKE TRANSIENT FIRE 2024-03-03 13:44:57 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 1 2024-03-03 13:46:44 OFFENSE NUMBER [PFD24OFF001420] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-03-03 13:55:38 WATER ON THE FIRE 2024-03-03 14:07:45 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: E Jordan

Narrative Author: Woodbridge, Dylan

Narrative Date: 03/03/2024 19:45:59

Narrative Apparatus ID: E1

Narrative:

On March 3, 2024 Engine 1 was dispatched to a brush fire at the intersection of Jordan and Dr. Martin Luther King Jr. Engine 1 arrived on scene to find a pile of what seemed to be garbage and rubbish on fire. The owner of the land informed us that people had been leaving items and trash on his property so he decided to pile it up and burn it. Engine 1 informed him that there was no burning inside the city limits and we extinguished the fire. After the fire was out, we explained to the owner again that there was no burning inside the city limits again. We made sure there were no hot spots for rekindling and cleared the scene.

APPARATUS	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	3
Alarm	03 /03/2024 13:42:52
Dispatched	03 /03/2024 13:45:04
Enroute	03 /03/2024 13:46:39
Arrived	03 /03/2024 13:47:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	03 /03/2024 14:07:45
In Quarters	-- / -- / -- -- : -- : --
In Service	03 /03/2024 14:07:45
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Dylan Thomas Woodbridge): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 1918 W GADSDEN ST # B PENSACOLA FL 32501	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 25' 10.6" W 87° 14' 22.74"	FDID: 09022 Incident #: 2024-02499 Exposure ID: 79445826 Exposure #: 0 Incident Date: 04/23/2024 Dispatch Run #: PFD24CAD002767
Location Type: 1 - Street address	

Report Completed by:	Sears , Dalton Ragon	ID: 279	Date: 04/23/2024
Report Reviewed by:	McLellan , Greg Allen	ID: 252	Date: 04/24/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:13

Structure Type:	Property Use: 429 - Multifamily dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property: \$0.00	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents: \$0.00	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total: \$0.00	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 2	Total # of personnel on call: 5		

Narrative from dispatch:

2024-04-23 18:06:49

2024-04-23 15:44:07 BUSH IN THE YARD ON FIRE 2024-04-23 15:44:23 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-04-23 15:46:02 OFFENSE NUMBER [PFD24OFF002499] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-04-23 15:49:25 SMALL FIRE IN THE WOODS - PULLING A BUMPER LINE 2024-04-23 15:54:16 REQ FIRE PREVENTION TO THE SCENE 2024-04-23 16:01:42 FIRE OUT AT THIS TIME 2024-04-23 16:26:39 850-698-0856 - LT MCLELLAND FMC - REQ STATE FIRE CONTACT HIM 2024-04-23 16:29:01 STATE FIRE HAS BEEN NOTIFIED 2024-04-23 16:55:01 CONTACT ECUA REF HYDRANT 1869 AT PACE/GADSDEN LEAKING ONTO THE SIDEWALK 2024-04-23 16:55:20 ECUA NOTIFIED WILL CHECK IT 2024-04-23 17:06:19 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: brush fire w/ damage to house

Narrative Author: Sears, Dalton

Narrative Date: 04/23/2024 19:46:02

Narrative Apparatus ID: E4

Narrative:

E-4 was dispatched to a brush fire. E-4 arrived on scene with PPD already on scene blocking the road. E-4 found an area of brush/woods on fire. The homeowner then walked us to his back yard where a 30 foot portion of his privacy fence had burned down and the heat from the burning fence damaged his vinyl siding on his house. E-4 pulled the bumper line to extinguish the remaining fire. E-4 used two tanks of water (approximately 1,600 gallons) to extinguish the fire and put out the hot embers in the woods. E-4 had fire marshal 3 & 2 respond to the scene to investigate the fire. E-4 was completed on scene and left the scene in the hand of fire marshal 3. E-4 returned to the station.

NARRATIVE (3)

Narrative Title: Origin and Cause

Narrative Author: McLellan, Greg

Narrative Date: 04/24/2024 07:59:20

Narrative Apparatus ID: FM3

Narrative:

Upon arrival, crews were finishing up extinguishment. The front of the structure had no damage, the eastern gate was open where crews had made entry. Some discoloration of the foliage west of the gate. The north side of the Structure had significant vinyl plank melted throughout. The wooden privacy fence section located on the north side of the property had been burned at a complete loss for about 20 ft. I could see through to the adjacent neighbors property where there was heavy brush char down on the ground, discoloration of the canopy leaves above. The state of the adjacent property had heavy over growth and littered with miscellaneous types of debris. The heaviest of the char was located at or on the fence, although the fence was essentially the only significant fuel source available, the rest of the area was leaves. At this time, based off what I saw, the fence was the point of origin. The adjacent property is known to house homeless and squatters. Police have been to the address multiple times for burglary. 1918 Gadsden resident says he has never had contact with adjacent neighbors. PPD advised they would not open an investigative case due to the lack of intent and evidence leading to any individual. SFM was contacted and advised they would not be investigating due to the nature of the incident being a brush fire.

APPARATUS			
Unit	E4	Unit	FM3
Type:	Engine	Type:	Chief officer car
Use:	Suppression	Use:	Other
Response Mode:	Lights and Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	1
Alarm	04 /23/2024 15:43:29	Alarm	04 /23/2024 15:43:29
Dispatched	04 /23/2024 15:44:29	Dispatched	04 /23/2024 15:54:00
Enroute	04 /23/2024 15:46:15	Enroute	04 /23/2024 16:00:19
Arrived	04 /23/2024 15:48:11	Arrived	04 /23/2024 16:18:32
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /23/2024 17:06:23	Cleared Scene	04 /23/2024 17:20:15
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	04 /23/2024 17:06:23	In Service	04 /23/2024 17:20:15
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	1918 W Gadsden st	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

INCIDENT IMAGES





Member Making Report (Captain Dalton Ragon Sears): _____

Incident Reviewer (Lieutenant Greg Allen McLellan): _____



Pensacola Fire
Department

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 301 EUCLID ST PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 27' 34.2" W 87° 12' 45.72"	FDID: 09022 Incident #: 2024-02637 Exposure ID: 79548724 Exposure #: 0 Incident Date: 04/30/2024 Dispatch Run #: PFD24CAD002917
Location Type: 1 - Street address	

Report Completed by:	McClammy , Darrell Keith	ID: 248	Date: 04/30/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 04/30/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:10

Structure Type:	Property Use: 124 - Playground		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-04-30 11:31:48

2024-04-30 10:11:23 CALLER SAYS THIS HAPPENED THE OTHER DAY ALSO 2024-04-30 10:11:23 GROUND SMOLDERING AT THE BACKSIDE OF THE PARK TOWARDS THE SWING AND SLIDE AREA 2024-04-30 10:11:27 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-04-30 10:13:57 OFFENSE NUMBER [PFD24OFF002637] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-04-30 10:25:25 ENG2 COMP RTQ

NARRATIVE (2)

Narrative Title: Brush Fire

Narrative Author: McClammy, Darrell

Narrative Date: 04/30/2024 10:49:41

Narrative Apparatus ID: E2

Narrative:

E-2 dispatched to 301 Euclid St (Pineglades Park) for brush fire, complaint advised dispatch that the ground was smoldering in the park near the swing area. E-2 responded non emergency with crew of 3. E-2 arrived, made contact w/complaint, stated she noticed it yesterday and tried stomping it outwhile on a walk with the dog, showed up today and the area still smolder. E-2 used a shovel and water cooler to extinguish the smoldering area covered in pine straw. E-2 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time: 4/30/2024 10:20:34 AM	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	04 /30/2024 10:07:23
Dispatched	04 /30/2024 10:11:43
Enroute	04 /30/2024 10:13:12
Arrived	04 /30/2024 10:16:35
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /30/2024 10:25:27
In Quarters	-- / -- / -- -- : -- : --
In Service	04 /30/2024 10:25:27
Number Of People not on apparatus: 0	

FIRE				
Acres Burned		None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin		Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited		Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material		Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition		Undetermined		
Human Factors Contributing		None		

ARSON		
Agency Name	Agency Address	Agency Phone
	301 Euclid St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Darrell Keith McClammy): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 150 N W ST PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 48.67" W 87° 15' 2.92"	FDID: 09022 Incident #: 2024-02885 Exposure ID: 79735307 Exposure #: 0 Incident Date: 05/12/2024 Dispatch Run #: PFD24CAD003200
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 05/12/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 05/12/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:06

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4		

Narrative from dispatch:

2024-05-12 08:06:39

2024-05-12 06:44:23 PASSERBY SEES SMOKE IN THE AREA OF THE RR TRACKS NEAR BILL GREGORY PARK 2024-05-12 06:44:30 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-05-12 06:46:53 OFFENSE NUMBER [PFD24OFF002885] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-05-12 06:51:41 NOT SEEING ANYTHING EASTBOUND - COULD NOT REACH CALLER FOR FURTHER INFO 2024-05-12 06:57:58 LOCATED ONE SMALL TRANSIENT CAMPFIRE - EXTINGUISHED IT 2024-05-12 06:58:00 PPD ONSCENE 2024-05-12 06:58:41 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Trash Fire

Narrative Author: Akins, Kelly

Narrative Date: 05/12/2024 07:19:18

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for a guy setting multiple fires along the railroad tracks. E4 arrived on scene, walked the railroad tracks, and located a transient camp that was burning a small trash fire. E4 told the transients to extinguish the fire. There were no more fires located on the railroad tracks. E4 completed and returned to quarters.

APPARATUS	
Fire Controlled Date / Time:	5/12/2024 6:52:15 AM
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	05 /12/2024 06:42:58
Dispatched	05 /12/2024 06:44:36
Enroute	05 /12/2024 06:46:24
Arrived	05 /12/2024 06:48:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	05 /12/2024 06:59:05
In Quarters	-- / -- / -- -- : -- : --
In Service	05 /12/2024 06:59:05
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Railroad right-of-way: on or near	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N W St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 5904 WALTON ST PENSACOLA FL 32503	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 28' 56.6" W 87° 13' 26.87"	FDID: 09022 Incident #: 2024-03567 Exposure ID: 80205563 Exposure #: 0 Incident Date: 06/11/2024 Dispatch Run #: PFD24CAD003950
Location Type: 1 - Street address	

Report Completed by:	Del Rio , Daniel C	ID: 319	Date: 06/12/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/13/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:02

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 3		

Narrative from dispatch:

2024-06-11 10:06:33

2024-06-11 08:21:57 LIGHT SMOKE SEEN IN THE AREA ; HMLS CAMP IN THE WOODED AREA BEHIND THE HOUSES 2024-06-11 08:22:00 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-06-11 08:27:34 OFFENSE NUMBER [PFD24OFF003567] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-06-11 08:46:58 SMALL TRASH FIRE - FIRE OUT - RTQ 2024-06-11 08:47:40 CODE CALLED IN REF TO THIS CALL - RESD CALLED BACK ABOUT TRASH AND SUCH IN THE AREA- PPD CALLED

NARRATIVE (2)

Narrative Title: n/a

Narrative Author: Del Rio, Daniel

Narrative Date: 06/11/2024 14:55:24

Narrative Apparatus ID: n/a

Narrative:

E-2 dispatched to a smoke outside. E-2 arrived to the address given and made contact with the homeowner who states there is a homeless camp behind there residence and smoke coming into there back yard. E-2 circles the block and finds the entrance into a wooded area finding a tent and a small smoldering trash fire. E-2 uses the water can to extinguish and cool the pile. E-2 complete returning.

APPARATUS	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	06 /11/2024 08:20:24
Dispatched	06 /11/2024 08:22:08
Enroute	06 /11/2024 08:23:49
Arrived	06 /11/2024 08:28:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	06 /11/2024 08:47:53
In Quarters	-- / -- / -- -- : -- : --
In Service	06 /11/2024 08:47:54
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Other area of fire origin	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Multiple types of material	Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	walton	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Daniel C Del Rio): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 5 N Q ST PENSACOLA FL 32502	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-03740 Exposure ID: 80338509 Exposure #: 0 Incident Date: 06/19/2024 Dispatch Run #: PFD24CAD004147
Location Type: 1 - Street address	

Report Completed by:	Reed , Kyle Franklin	ID: 298	Date: 06/19/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/19/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 12 - Salvage & overhaul		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-06-19 16:02:33

2024-06-19 14:17:39 UNK WHAT IS FIRE PER FIRST CALLER 2024-06-19 14:18:29 BEHIND THE BLDG 2024-06-19 14:18:32 RECV AN ADDT CALL THE WOODEN FENCE BEHIND THE BUILDING IS ON FIRE COMP BELIEVE HOMELESS STARTED THE FIRE 2024-06-19 14:18:53 CB IS EMPLOYEE KRISTINA BELL 850-432-4250 2024-06-19 14:22:59 SMALL BRUSH FIRE NEAR RR. -USING FRONT PUMPER LINE 2024-06-19 14:25:18 FIRE OUT -CKN HOT SPOTS 2024-06-19 14:44:03 COMPLETED - RETURNING TO QUARTERS 2024-06-19 14:44:29 OLD DISP CODES: CODE1 = 0000, CODE2 = , CODE3 = , CODE4 = , CODE5 = , CODE6 = 2024-06-19 14:44:40 OFFENSE NUMBER [PFD24OFF003740] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-06-19 14:44:44 CALL SUSPENDED

NARRATIVE (2)
Narrative Title: Brush Fire 5 N Q St Narrative Author: Reed, Kyle Narrative Date: 06/19/2024 15:05:43 Narrative Apparatus ID: E4 Narrative: E4 was dispatched to 5 N Q St for a brush fire behind the animal shelter. E4 arrived on scene and behind the shelter near the railroad a small amount of brush look like it had burned. E4 used the front bumper line to wet hot spots and cool the area that burned. No one on scene said they saw who or what started the fire. E4 finished overhauling the burned area and completed the assignment. E4 returned to quarters on main.

APPARATUS			
Unit	E4		
Type:	Engine		
Use:	Suppression		
Response Mode:	No Lights or Sirens		
# of People	4		
Alarm	06 /19/2024 14:16:50		
Dispatched	06 /19/2024 14:17:00		
Enroute	06 /19/2024 14:18:53		
Arrived	06 /19/2024 14:19:26		
Cancelled	-- / -- / -- -- : -- : --		
Cleared Scene	06 /19/2024 14:51:00		
In Quarters	-- / -- / -- -- : -- : --		
In Service	06 /19/2024 14:51:00		
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	Q ST	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kyle Franklin Reed): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **001**
Shifts Or Platoon: **A Watch**

Location: 1801 W ROMANA ST PENSACOLA FL 32501 S K ST	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 35.89" W 87° 14' 16.73"	FDID: 09022 Incident #: 2024-04087 Exposure ID: 80588117 Exposure #: 0 Incident Date: 07/04/2024 Dispatch Run #: PFD24CAD004526
Location Type: 1 - Street address Cross Street, Directions or National Grid: S K ST	

Report Completed by:	White , Nicholas Tyler	ID: 339	Date: 07/04/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 07/07/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:05

Structure Type:	Property Use: 124 - Playground		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-07-04 22:55:28

2024-07-04 21:24:33 COMP STATES SMALL FIRE IN THE PARK NEAR A TREE 2024-07-04 21:26:46 OFFENSE NUMBER [PFD24OFF004087] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-07-04 21:29:22 DISP. ADD. CHANGED W ROMANA ST x[S K ST] [PENSACOLA] -%3E 1801 W ROMANA ST [KIWANIS PARK X2[S L ST]] x[S K ST] [PE 2024-07-04 21:29:23 NSACOLA] 2024-07-04 21:35:49 SMALL TRASHCAN FIRE 2024-07-04 21:35:56 FIRE IS OUT 2024-07-04 21:41:42 NO CITY PROP DAMAGE 2024-07-04 21:41:54 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)
Narrative Title: 1801 W ROMANA ST
Narrative Author: White, Nicholas
Narrative Date: 07/04/2024 22:53:34
Narrative Apparatus ID: E1
Narrative: E1 was dispatched to a trash fire near a tree at the address listed above. E1 arrived on scene to find a trash can full of trash, engulfed in flames. E1 used the water can and the cooler to extinguish the fire. No city property damage. E1 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/4/2024 9:35:55 PM	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	07 /04/2024 21:24:08
Dispatched	07 /04/2024 21:24:46
Enroute	07 /04/2024 21:26:39
Arrived	07 /04/2024 21:33:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /04/2024 21:41:57
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /04/2024 21:41:57
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Chute/container - trash, rubbish, waste	Heat Source	Fireworks
Item First Ignited	Rubbish, trash, waste	Fire Is Confined To Object Of Origin	
Type Of Material		Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Abandoned or discarded materials or products		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Nicholas Tyler White): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



Pensacola Fire Department

Station: **002**
Shifts Or Platoon: **C Watch**

Location: 3305 MARCUS DR PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 49.2" W 87° 13' 27.44"	FDID: 09022 Incident #: 2024-04349 Exposure ID: 80774632 Exposure #: 0 Incident Date: 07/15/2024 Dispatch Run #: PFD24CAD004805
Location Type: 1 - Street address	

Report Completed by:	Hinote , Bryan Shane	ID: 258	Date: 07/15/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 07/17/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 85 - Enforce codes		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-07-15 23:01:39

2024-07-15 21:28:52 SMOKE OUTSIDE POSS BY THE OVERPASS 2024-07-15 21:29:02 NO FLAMES SEEN 2024-07-15 21:30:03 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-07-15 21:30:17 OFFENSE NUMBER [PFD24OFF004349] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-07-15 21:34:51 COUNTY FIRE IS NOT WORKING ANY HOMELESS CAMP FIRES 2024-07-15 21:41:57 ENG2 FOUND A SMALL FIRE AT THE HOMELESS CAMP BEHIND THE DISPATCH LOCATION 2024-07-15 21:42:06 ENG2 GOING TO INVESTIGATE 2024-07-15 21:46:31 FIRE EXTINGUISHED 2024-07-15 21:46:34 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Homeless Camp fire

Narrative Author: Hinote, Bryan

Narrative Date: 07/15/2024 22:02:14

Narrative Apparatus ID: E2

Narrative:

E-2 arrived on scene to a small fire at homeless camp next to train tracks behind dispatched address. Camp members advised fire was small and contained but would extinguish. Fire extinguished. E-2 RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/15/2024 9:46:31 PM	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	07 /15/2024 21:28:05
Dispatched	07 /15/2024 21:30:10
Enroute	07 /15/2024 21:31:41
Arrived	07 /15/2024 21:36:14
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /15/2024 21:46:37
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /15/2024 21:46:37
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Lighter: cigarette, cigar
Item First Ignited	Multiple items first ignited	Fire Is Confined To Object Of Origin	TRUE
Type Of Material		Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Bryan Shane Hinote): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **004**
Shifts Or Platoon: **A Watch**

Location: N M ST PENSACOLA FL 32501 W GADSDEN ST	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 25' 10.52" W 87° 14' 20.72"	FDID: 09022 Incident #: 2024-04845 Exposure ID: 81124791 Exposure #: 0 Incident Date: 08/06/2024 Dispatch Run #: PFD24CAD005355
Location Type: 2 - Intersection Cross Street, Directions or National Grid: W GADSDEN ST	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 08/07/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 08/09/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:00

Structure Type:	Property Use: 419 - 1 or 2 family dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 87 - Investigate fire out on arrival		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-08-06 22:08:55

2024-08-06 20:50:01 ENG4 ADVISED FIRE OUT COMP RTQ 2024-08-06 20:50:07 OFFENSE NUMBER [PFD24OFF004845] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD]

NARRATIVE (2)
Narrative Title: Trash fire Narrative Author: Akins, Kelly Narrative Date: 08/07/2024 16:14:16 Narrative Apparatus ID: E4 Narrative: E4 was dispatched for a dumpster fire. E4 arrived on scene and located the green dumpster. E4 made contact with a transient and the dumpster was not on fire. The transient set a small fire inside a cinder block on the patio of the house and put it out. There was no fire. E4 completed and returned to quarters.

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	08 /06/2024 20:42:19
Dispatched	08 /06/2024 20:43:40
Enroute	08 /06/2024 20:45:08
Arrived	08 /06/2024 20:47:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	08 /06/2024 20:50:09
In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Courtyard, patio, terrace	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N M St.	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____

AFFIDAVIT OF PUBLICATION

City Clerk's Office City Of Pensacola
City Clerks Office - Legal Ads
Po Box 12910
Pensacola FL 32521-0001

STATE OF WISCONSIN, COUNTY OF BROWN

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on oath says that he or she is the Legal Advertising
Representative of the Pensacola News Journal, a newspaper
published in Escambia County, Florida, that the attached
copy of advertisement, being a Legal Ad in the matter of
Govt Public Notices, was published on the publicly
accessible website of Escambia County, Florida, or in a
newspaper by print in the issues of, on

10/14/2024

Affiant further says that the website or newspaper complies
with all legal requirements for publication in chapter 50,
Florida Statutes
Subscribed and sworn to before me, by the legal clerk, who
is personally known to me, on 10/14/2024

Legal Clerk

Notary, State of WI County of Brown

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NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos 10-24 and 11-24 were presented to the City Council of the City of Pensacola for first reading on Thursday, October 10, 2024, and will be presented for final reading and adoption on Thursday, October 24, 2024, at 5 30 p m , in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida

The title(s) of the proposed ordinance(s) are as follows

PO NO 10-24

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED EXCEPTIONS, ENFORCEMENT AND PENALTIES, PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

PO NO 11-24

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED EXCEPTIONS, ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy (850) 435-1606, or may be inspected in the City Clerk's office located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida or on-line with the agenda package on the City's website <https://pensacolafportal.civicclerk.com/> Interested parties may appear at the meeting and be heard with respect to the proposed ordinances The meeting may also be viewed live stream at <https://cityofpensacola.com/video>

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities Please call (850) 435-1606 (or TDD (850) 435-1666) for further information Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services

CITY OF PENSACOLA, FLORIDA

By Ericka L Burnett, City Clerk

October 14 2024

LSAR0173557

125.0231 Public camping and public sleeping.—

(1) As used in this section, the term:

(a) “Department” means the Department of Children and Families.

(b)1. “Public camping or sleeping” means:

a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or

b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

2. The term does not include:

a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.

b. Camping for recreational purposes on property designated for such purposes.

(2) Except as provided in subsection (3), a county or municipality may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable.

(3) A county may, by majority vote of the county’s governing body, designate property owned by the county or a municipality within the boundaries of the county to be used for a continuous period of no longer than 1 year for the purposes of public camping or sleeping. If the designated property is within the boundaries of a municipality, the designation is contingent upon the concurrence of the municipality by majority vote of the municipality’s governing body.

(a) A county designation is not effective until the department certifies the designation. To obtain department certification, the county shall submit a request to the Secretary of Children and Families which shall include certification of, and documentation proving, the following:

1. There are not sufficient open beds in homeless shelters in the county for the homeless population of the county.

2. The designated property is not contiguous to property designated for residential use by the county or municipality in the local government comprehensive plan and future land use map.

3. The designated property would not adversely and materially affect the property value or safety and security of other existing residential or commercial property in the county or municipality and would not negatively affect the safety of children.

4. The county has developed a plan to satisfy the requirements of paragraph (b).

Upon receipt of a county request to certify a designation, the department shall notify the county of the date of receiving the request, and of any omission or error, within 10 days after receipt by the department. The department shall certify the designation within 45 days after receipt of a complete

submission from the county, and the designation shall be deemed certified on the 45th day if the department takes no action.

(b) Except as provided in paragraph (e), if a county designates county or municipal property to be used for public camping or sleeping, it must establish and maintain minimum standards and procedures related to the designated property for the purposes of:

1. Ensuring the safety and security of the designated property and the persons lodging or residing on such property.
2. Maintaining sanitation, which must include, at a minimum, providing access to clean and operable restrooms and running water.
3. Coordinating with the regional managing entity to provide access to behavioral health services, which must include substance abuse and mental health treatment resources.
4. Prohibiting illegal substance use and alcohol use on the designated property and enforcing such prohibition.

(c) Within 30 days after certification of a designation by the department, the county must publish the minimum standards and procedures required under paragraph (b) on the county's and, if applicable, the municipality's publicly accessible websites. The county and municipality must continue to make such policies and procedures publicly available for as long as any county or municipal property remains designated under paragraph (a).

(d) The department may inspect any designated property at any time, and the secretary may provide notice to the county recommending closure of the designated property if the requirements of this section are no longer satisfied. A county and, if applicable, a municipality must publish any such notice issued by the department on the county's and, if applicable, the municipality's publicly accessible websites within 5 business days after receipt of the notice.

(e) A fiscally constrained county is exempt from the requirement to establish and maintain minimum standards and procedures under subparagraphs (b)1.-3. if the governing board of the county makes a finding that compliance with such requirements would result in a financial hardship.

¹(4)(a) A resident of the county, an owner of a business located in the county, or the Attorney General may bring a civil action in any court of competent jurisdiction against the county or applicable municipality to enjoin a violation of subsection (2). If the resident or business owner prevails in a civil action, the court may award reasonable expenses incurred in bringing the civil action, including court costs, reasonable attorney fees, investigative costs, witness fees, and deposition costs.

(b) An application for injunction filed pursuant to this subsection must be accompanied by an affidavit attesting that:

1. The applicant has provided written notice of the alleged violation of subsection (2) to the governing board of the county or applicable municipality.

2. The applicant has provided the county or applicable municipality with 5 business days to cure the alleged violation.

3. The county or applicable municipality has failed to take all reasonable actions within the limits of its governmental authority to cure the alleged violation within 5 business days after receiving written notice of the alleged violation.

(5) This section does not apply to a county during any time period in which:

(a) The Governor has declared a state of emergency in the county or another county immediately adjacent to the county and has suspended the provisions of this section pursuant to s. [252.36](#).

(b) A state of emergency has been declared in the county under chapter 870.

History.—s. 1, ch. 2024-11.

¹**Note.**—Section 3, ch. 2024-11, provides that “[s]ection 125.0231(4), Florida Statutes, as created by this act, shall take effect January 1, 2025, and applies to causes of action accruing on or after that date.”