



City of Pensacola

Agenda Conference

Agenda

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

January 13, 2025, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 24-1229 APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

Recommendation: That City Council appoint one individual to the Board of Trustees - Police Officers' Retirement Fund for a term of two (2) years, expiring December 31, 2026.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Application of Interest - Stephanie Taylor

2. 24-1245 AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO PROJECT TITAN ELEMENT 2 SITE

Recommendation: That City Council approve the temporary utility easement agreement for overhead utility lines installed by Florida Power & Light Company for service to Hangar 3 of the Project Titan Element 2 site. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Easement Agreement With FP&L For Project Titan Element 2*

3. 25-31 ACQUISITION OF REAL PROPERTY - 1800 NORTH PALAFOX STREET (HOLLICE T WILLIAMS STORMWATER PARK PROJECT)

Recommendation: That City Council approve the purchase of real property located at 1800 North Palafox Street (Parcel ID# 000S009010010106) from Robert Lynn

McNorton and Betty McNorton for \$950,000 plus appropriate closing costs, as part of the Hollice T Williams Stormwater Park Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the purchase agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *NOI Acquisition 1800 N Palafox - RL McNorton*

4. 24-1238 AWARD OF BID NO. 25-003 - GULL POINT COMMUNITY CENTER EARTH STABILIZATION PROJECT

Recommendation: That City Council award Bid No. 25-003, Gull Point Community Center Earth Stabilization Project to Gulf Marine Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$227,551.00 plus a 10% contingency of \$22,755.10 for a total of \$250,306.10. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*

5. 24-1232 ACCEPTANCE OF EASEMENT FOR 2301 WEST CERVANTES STREET FROM THE CITY OF PENSACOLA TO THE CITY OF PENSACOLA

Recommendation: That City Council authorize the Mayor to accept and execute the easement agreement from the City of Pensacola to the City of Pensacola to allow for the construction of a public sidewalk on a portion of public property. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this easement agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Easement Agreement*

6. 24-1198 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$250 to the Gulf Coast Citizen Diplomacy Council from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore, Council President

Attachments: *None*

**7. 24-1234 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
 TENIADE BROUGHTON - DISTRICT 5**

Recommendation: That City Council approve funding of \$250 to Truth for Youth from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton, Council Member

Attachments: *None*

**8. 24-1199 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
 DELARIAN WIGGINS - DISTRICT 7**

Recommendation: That City Council approve funding of \$500 to the Real Women Radio Foundation from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

**9. 24-1230 FUNDING FOR PREPARATION OF CONSTRUCTION PLANS FOR E.S.
 COBB RESOURCE CENTER RENOVATION**

Recommendation: That City Council approve funding for the preparation of architectural and engineering plans for the E.S. Cobb Resource Center renovation under a Service Authorization Agreement with Geosyntec Consultants, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter

Sponsors: DC Reeves, Mayor

Attachments: *Comprehensive Assessment Priority Matrix*

**10. 24-1223 INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY
 PLANNING (ILA) BETWEEN THE CITY OF PENSACOLA, ESCAMBIA
 COUNTY AND THE SCHOOL BOARD OF ESCAMBIA COUNTY.**

Recommendation: That City Council approve the Interlocal Agreement between Escambia County, the School Board of Escambia County and the City of Pensacola recognizing their mutual obligation for the education and well-being of the children in their community. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement as amended.

Sponsors: DC Reeves, Mayor

Attachments: *Interlocal Agreement January 2025*
 Interlocal Agreement January 2015 (4)
 School Facilities Interlocal-2006

11. 24-1233 RESOLUTION NO. 2024-103 - SUPPORTING AWARD OF FLORIDA
STATE FUNDING THROUGH PARTNERSHIP WITH CONSERVATION
FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT

Recommendation: That City Council adopt Resolution No. 2024-103:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA; SUPPORTING AWARD OF FLORIDA STATE
FUNDING THROUGH PARTNERSHIP WITH CONSERVATION
FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2024-103*

12. 24-1206 RESOLUTION NO. 2024-102 - SUPPORTING AN APPLICATION FOR
TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

Recommendation: That City Council adopt Resolution No. 2024-102.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA FLORIDA; SUPPORTING AN APPLICATION TO THE
FLORIDA DEPARTMENT OF TRANSPORTATION TRANSPORTATION
ALTERNATIVES PROGRAM TO DESIGN AND CONSTRUCT
PEDESTRIAN FACILITIES ON NORTH J STREET AND PEDESTRIAN
AND BICYCLE FACILITIES ON EAST MAXWELL STREET;
PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2024-102*
 North J Street Location Map
 East Maxwell Street Location Map

13. 24-1075 APPROVAL OF FY2024 BULLETPROOF VEST PROGRAM
PARTNERSHIP WITH PATRICK LEAHY FOUNDATION

Recommendation: That City Council approve and authorize the Mayor to execute the
acceptance of the Bulletproof Vest Program grant award with Patrick
Leahy Foundation in the amount of \$13,703.42. Further that City Council
authorize the Mayor to take all actions necessary to finalize the grant.
Finally, that City Council adopt a supplemental budget resolution
appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Application for FY2024 Patrick Leahy Bulletproof Vest Partnership Grant*
 FY2024 Award Letter -BJA Patrick Leahy Bulletproof Vest Partnership (BVP)
 REVISED - Supplemental Budget Resolution No. 2024-91
 REVISED - Supplemental Budget Explanation No. 2024-91
 Supplemental Budget Resolution No. 2024-91
 Supplemental Budget Explanation No. 2024-91

14. 24-1070 SUPPLEMENTAL RESOLUTION NO. 2024-91 - FY2024 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-91.

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

Sponsors: DC Reeves, Mayor

Attachments: *REVISED - Supplemental Budget Resolution No. 2024-91*
 REVISED - Supplemental Budget Explanation No. 2024-91
 Supplemental Budget Resolution No. 2024-91
 Supplemental Budget Explanation No. 2024-91
 Letter of Certification No. 2024-91

15. 24-1182 FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAGC) PROGRAM: STATE - C-6N176 INVESTIGATIVE TECHNOLOGY

Recommendation: That City Council accept the acceptance of the FY24 Edward Byrne Memorial Justice Assistance Grant (JAGC) Program: State-C-6N176 Investigative Technology agreement between the City of Pensacola and the State of Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants in the amount of \$32,836.00 upon award of the grant. Further, that City Council ratify the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Visual/Audio Equipment Application*
 C-6N176 Investigative Technology -Federal Award Agreement
 Invoice -itemization for visual and audio equipment
 Supplemental Budget Resolution No. 2024-96
 Supplemental Budget Explanation No. 2024-96

16. 24-1181 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-96 - FY24 EDWARD

BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT COUNTYWIDE
(JAGC) PROGRAM: STATE- C-6N176 INVESTIGATIVE TECHNOLOGY

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-96.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2024-96*
Supplemental Budget Explanation No. 2024-96

17. 24-1185 FY2024-25 DRONE REPLACEMENT PROGRAM - FLORIDA
DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. 3X122

Recommendation: That City Council approve the acceptance of FY2024-25 Drone Replacement Program - Florida Department of Law Enforcement (FDLE) - Award No. 3X122, between Pensacola Police Department and FDLE, Office of Criminal Justice Grants in the amount of \$75,000.00, upon the award of grant. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Amended - FY2024-25-Drone-Program-Agreement*
FY2024-25-Drone-Program-Agreement
Drone Certification Form
Supplemental Budget Resolution No. 2024-97
Supplemental Budget Explanation No. 2024-97

18. 24-1184 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-97 - FY2024-25
DRONE REPLACEMENT PROGRAM - FLORIDA DEPARTMENT OF LAW
ENFORCEMENT (FDLE) - AWARD NO. 3X122

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-97:

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Explanation No. 2024-97*
Supplemental Budget Resolution No. 2024-97

19. 24-1227 PROPOSED ORDINANCE 14-24 -- RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

Recommendation: That the City Council adopt on first reading Ordinance No 14-24:

AN ORDINANCE AMENDING ORDINANCE NO. 13-84 TO PROVIDE FOR THE EXEMPTION OF THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD FROM THE OBLIGATION TO ANNUALLY CONTRIBUTE TAX INCREMENT REVENUES TO THE REDEVELOPMENT TRUST FUND ESTABLISHED FOR THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 14-24*
Business Impact Analysis Report - PROPOSED ORDINANCE 14-24

20. 25-2 PROPOSED ORDINANCE NO. 13-24 VACATION OF RIGHT OF WAY - 1000 W. MORENO STREET AND ADJACENT PARCELS - BAPTIST HOSPITAL LEGACY CAMPUS

Recommendation: That City Council adopt Proposed Ordinance No. 13-24 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEYWAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 13-24*
Business Impact Estimate - Proposed Ordinance No. 13-24
Planning Board Packet - 1000 W. Moreno Street Vacation ROW
1100 W. Moreno Street_Sensitive Properties Review Letter
Planning Board Minutes November 12, 2024
PACES - Kupfrian Manor_Avery Place proposed site plan

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA**CITY ADMINISTRATOR'S COMMUNICATION****CITY ATTORNEY'S COMMUNICATION****CITY COUNCIL COMMUNICATION****ADJOURNMENT**

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1229

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

RECOMMENDATION:

That City Council appoint one individual to the Board of Trustees - Police Officers' Retirement Fund for a term of two (2) years, expiring December 31, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The board oversees administration of the Police Pension Fund and investment of pension funds. The board is composed of five members, two appointed by City Council, two elected by police officers, and one appointed by the other four members.

The following is an incumbent that would like to be considered for reappointment:

Nominee:
Stephanie Taylor

Nominated by:
Incumbent

PRIOR ACTION:

City Council makes appointments to this board biennially.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Stephanie Taylor

PRESENTATION: No

Board of Trustees - Police Officers' Retirement Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Ball, Bryan		Council	3	2024	12/31/2024	1/12/2017	2	
Bradley, Patrick	Police	elected-police officers	2	2024	6/30/2025	4/17/2015	2	
Randle, Rodney C.		Other 4 Members	6	2024	12/31/2024	2/11/2010	2	
Taylor, Stephanie	Attorney	Council	7	2024	12/31/2024	12/16/2010	2	
Thompson, Shawn	Police	elected-police officers	2	2024	6/30/2025	8/27/2014	2	

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, December 11, 2024 12:31 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Stephanie A Taylor
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Home Address	648 E ROMANA ST
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Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Field not completed.
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Preferred Contact Phone Number(s)	8507769194
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Email Address	staylor@twwlawfirm.com
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Upload Resume (optional)	<i>Field not completed.</i>
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(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	6
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If yes, how long have you been a City resident?	20 years
---	----------

Do you own property within the City limits?	Yes
--	-----

Are you a registered voter in the city?	Yes
--	-----

Board(s) of interest:	Pensacola Police Pension Board
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Please list the reasons for your interest in this position:	I have been on the board for over 10 years and enjoy the civic responsibility of being a trustee.
---	--

Do you currently serve on a board?	Yes
---------------------------------------	-----

If yes, which board(s)?	Pensacola Police Pension
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Do you currently hold a public office?	No
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If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	N/A
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(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1245

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO PROJECT TITAN ELEMENT 2 SITE

RECOMMENDATION:

That City Council approve the temporary utility easement agreement for overhead utility lines installed by Florida Power & Light Company for service to Hangar 3 of the Project Titan Element 2 site. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the utility easement 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:

Florida Power & Light Company requires an easement covering the location of the temporary overhead utility lines servicing Hangar 3 and the Construction Trailer of the Titan Element 2 Site. The lines are being installed as a necessary part of the site development for the construction of Hangar 3.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

12/10/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Easement Agreement With FP&L For Project Titan Element 2

PRESENTATION: No

**This instrument prepared by
and after recording return to:**

Seth S. Sheitelman, Esq.
Florida Power & Light Company
700 Universe Boulevard (Law/JB)
Juno Beach, Florida 33408

Temporary Construction Easement

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement”) is executed and effective this 9th day of December 2024 (**“Effective Date”**), by and between the Pensacola International Airport (**“Grantor”**), whose address is 2430 Airport Blvd, Pensacola, Florida 32504, and Florida Power & Light Company, a Florida corporation (**“Grantee”**), whose address is 700 Universe Boulevard, Juno Beach, Florida 33408. Grantor and Grantee are sometimes individually referred to herein as a **“Party”** and collectively as the **“Parties.”**

1. **Grant of Easement.** Grantor, being the owner of that certain real property located in Escambia County, Florida as more particularly described in Exhibit A attached hereto and made a part hereof (**“Temporary Easement Area”**), for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, and Grantee’s employees, agents and contractors, a non-exclusive temporary construction easement in, on, over, under and across the Temporary Easement Area, for the purposes of construction operation activities associated with Grantee’s construction of a 12.47 kV distribution line and appurtenant facilities (collectively, the **“Distribution Line”**) and the right of ingress to and egress from the Temporary Easement Area, including persons, vehicles, equipment, and materials.

2. **Term.** The term of this Easement (**“Term”**) shall commence on the Effective Date and automatically expire at midnight on November 1st, 2026 without the need for further action on the part of either Party.

3. **Maintenance and Use.** Grantee shall keep the Temporary Easement Area free of any trash or debris caused solely and directly by Grantee, or its contractors, employees or agents. Grantee shall not allow the Temporary Easement Area to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Easement Area for the purposes granted herein. This Easement is granted with all rights necessary and convenient for the full use and enjoyment of the Temporary Easement Area for the purposes described herein.

4. **Authority.** Grantor hereby represents and warrants to Grantee that Grantor owns the Temporary Easement Area in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage.** Throughout the Term of this Easement, Grantee will repair any damage to the Property to the extent that such damage is caused solely and directly by Grantee or its contractors, employees or agents.

6. **Removal and Restoration.** Upon the expiration of the Term, Grantee shall remove all physical material pertaining to the Distribution Line construction and restore the Temporary Easement Area to substantially the same physical condition that existed on the Effective Date, normal wear and tear

excepted, except that Grantee shall not be required to replant any trees, brush or undergrowth that was cleared pursuant to this Easement.

7. **Complete Agreement.** This Easement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law.** This Easement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Easement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Easement, each shall have all remedies available at law or in equity.

9. **Jurisdiction; Jury Trial Waiver.** Venue for any litigation regarding this Contract shall be in any federal or state court having jurisdiction in Escambia County, Florida. The parties hereby voluntarily, knowingly, and intentionally agree, to the extent permitted by law, to the waiver of a jury trial in any legal action or proceeding arising under or in connection with this Easement.

10. **Intentionally Left Blank**

11. **Successors and Assigns.** This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Counterparts.** This Easement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor and Grantee has hereunto set their hands and affixed their seals as of the date first above written.

WITNESSES:

GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness Signature

By: _____

Print Name: _____

Print Name

Title: _____

Witness Signature

Print Name

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____ of _____, a _____, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he/she executed the same on behalf of said entity and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

APPROVED AS TO CONTENT

Airport Director

LEGAL IN FORM AND VALID AS DRAWN

City Attorney

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

GRANTEE:

Florida Power & Light Company,
a Florida corporation

By:_____

Print Name:_____

Title:_____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____ of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Exhibit "A"

Temporary Easement Area

A THIRTY FOOT (30') STRIP OF LAND LYING FIFTEEN FEET (15') ON EACH SIDE OF THE CENTER OF THE ELECTRICAL FACILITIES AS INSTALLED AND OR TO BE INSTALLED ON THE FOLLOWING DESCRIBED TRACTS OF LAND TO WIT:

Parcel 1:

ALL THAT CERTAIN PARCEL OF LAND SITUATED ON A PORTION OF LOTS 2, 3, 26 AND 27, BLOCK 2 AND A PORTION OF BEAUMONT STREET (FORMERLY KNOWN AS MARIE STREET) ALL BEING A PART OF THE COLLEGE HEIGHTS SUBDIVISION RECORDED DECEMBER 4, 1958 IN PLAT BOOK 5 AT PAGE 9 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27 BLOCK 2 OF SAID COLLEGE HEIGHTS SUBDIVISION;

THENCE, COINCIDENT WITH THE WEST LINE OF SAID LOT 27, NORTH 03 DEGREES 12 MINUTES 31 SECONDS EAST A DISTANCE OF 26.33 FEET TO A POINT;

THENCE, DEPARTING SAID WEST LINE OF SAID LOT 27, NORTH 32 DEGREES 05 MINUTES 10 SECONDS EAST A DISTANCE OF 140.71 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET;

THENCE PROCEED WITH THE SAID CURVE AN ARC LENGTH OF 47.12 FEET (CHORD BEARING OF SOUTH 57 DEGREES 54 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 30.00 FEET) TO A POINT;

THENCE SOUTH 32 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 170.67 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET;

THENCE PROCEED WITH THE SAID CURVE AN ARC LENGTH OF 14.60 FEET (CHORD BEARING OF SOUTH 60 DEGREES 27 MINUTES 59 SECONDS WEST AND A CHORD DISTANCE OF 14.03 FEET) TO THE EASTERN END OF BEAUMONT STREET BEING THE SAME AS THE WESTERN END OF THAT PORTION OF BEAUMONT STREET VACATED BY CITY OF PENSACOLA ORDINANCE 10-20;

THENCE, COINCIDENT WITH SAID EASTERN END OF BEAUMONT STREET, NORTH 03 DEGREES 12 MINUTES 31 SECONDS EAST A DISTANCE OF 21.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 5325 SQUARE FEET (0.122 ACRES) MORE OR LESS.

Exhibit "A" Cont...

And also;

Parcel 2:

ALL THAT CERTAIN PARCEL OF LAND SITUATED ON A PORTION OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 6265 AT PAGE 69 RECORDED 2007 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA AND A PORTION OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 6368 AT PAGE 1033 RECORDED 2008 WITH SAID CLERK AND A PORTION OF AUBURN AVENUE VACATED BY CITY OF PENSACOLA ORDINANCE 32-22 RECORDED WITH THE CITY CLERK, CITY OF PENSACOLA AND A PORTION OF DOUGLAS AVENUE VACATED BY CITY OF PENSACOLA ORDINANCE 32-22 RECORDED WITH THE CITY CLERK, CITY OF PENSACOLA BEING LOCATED IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF DOUGLAS AVENUE (40 FOOT WIDE) AND THE EAST LINE OF TIPPIN AVENUE (VARIABLE WIDTH);

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID DOUGLAS AVENUE, SOUTH 86 DEGREES 47 MINUTES 29 SECONDS EAST A DISTANCE OF 284.26 FEET TO THE EASTERN END OF DOUGLAS AVENUE BEING THE SAME AS THE WESTERN END OF THAT PORTION OF DOUGLAS AVENUE VACATED BY CITY OF PENSACOLA ORDINANCE 32-22 BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID DOUGLAS AVENUE, NORTH 86 DEGREES 47 MINUTES 29 SECONDS WEST A DISTANCE OF 10.76 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET;

THENCE, DEPARTING THE NORTH LINE OF SAID DOUGLAS AVENUE, PROCEED WITH SAID CURVE AN ARC LENGTH OF 24.41 FEET (CHORD BEARING OF NORTH 71 DEGREES 54 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 21.80 FEET) TO A POINT;

THENCE SOUTH 61 DEGREES 28 MINUTES 55 SECONDS EAST A DISTANCE OF 111.51 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET;

THENCE PROCEED WITH THE SAID CURVE AN ARC LENGTH OF 47.12 FEET (CHORD BEARING OF SOUTH 28 DEGREES 31 MINUTES 05 SECONDS WEST AND A CHORD DISTANCE OF 30.00 FEET) TO A POINT;

THENCE NORTH 61 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 107.89 FEET TO THE EASTERN END OF DOUGLAS AVENUE BEING THE SAME AS THE WESTERN END OF THAT PORTION OF DOUGLAS AVENUE VACATED BY CITY OF PENSACOLA ORDINANCE 32-22;

THENCE, COINCIDENT WITH SAID EASTERN END OF DOUGLAS AVENUE, NORTH 3 DEGREES 12 MINUTES 31 SECONDS EAST A DISTANCE OF 20.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 3857 SQUARE FEET (0.089 ACRES) MORE OR LESS.

IT IS UNDERSTOOD AND AGREED SAID FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATION TO BOTH PARTIES.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-31

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 1800 NORTH PALAFOX STREET (HOLLICE T WILLIAMS STORMWATER PARK PROJECT)

RECOMMENDATION:

That City Council approve the purchase of real property located at 1800 North Palafox Street (Parcel ID# 000S009010010106) from Robert Lynn McNorton and Betty McNorton for \$950,000 plus appropriate closing costs, as part of the Hollice T Williams Stormwater Park Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the purchase agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2023, the City was awarded over \$25 million in Community Development Block Grant - Disaster Recovery (CDBG-DR) infrastructure grant funds for the Hollice T. Williams Stormwater Park project. The project includes the expansion of the nearby Long Hollow Stormwater Pond. In February 2024, the City began making outreach to property owners and obtaining appraisals, which is the offer amount for this parcel. After establishing a solid timeline with the contractor engaged to design the project and determining a methodology with the granting agency for the acquisitions, property owners were sent an informational notice, or notice of interest, regarding their property, which is attached.

Florida Commerce, the state agency administering the grant funds, approved the City entering into agreements with willing sellers. The agreements are open-dated, modified versions of the standard purchase and sale agreements used in real property transactions. Per the terms of the grant, option agreements are utilized as the City must successfully complete a rigorous environmental review of the entire project area before Florida Commerce will agree to major expenditures on our project by issuing an authorization to utilize grant funds (AUGF) and before any real property acquisitions can be finalized. The environmental review is expected to be completed by November 2025, per our contractor for design services, Geosyntec.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$25,082,605.00 CDBG Hollice T. Williams Grant

Actual: \$25,082,605.00 CDBG Hollice T. Williams Grant

FINANCIAL IMPACT:

The acquisition is funded by CDBG grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator

Amy Lovoy, Finance Director

Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. NOI Acquisition 1800 N Palafox - RL McNorton

PRESENTATION: No



FINANCIAL SERVICES

Robert Lynn McNorton
Betty J. McNorton
2559 Sherrilane Drive
Cantonment, Florida 32533

November 15, 2024

Dear Mr. and Mrs. McNorton,

The City of Pensacola is interested in acquiring property that you own at 1800 N. Palafox Street for the Hollice T. Williams Stormwater Infrastructure Project, currently under design. This project will receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program for infrastructure.

Based upon an appraisal obtained in February 2024, of which you were previously emailed a copy, the City is prepared to offer \$950,000 for the purchase of your property. Please contact us at your immediate convenience, if you would like to proceed with this transaction or with any issues regarding the agreement. After acknowledgement of acceptance, you will soon receive a purchase and sales agreement for your execution. The executed agreement is subject to approval by the City Council.

Please be advised that the City of Pensacola does not intend to acquire your property by eminent domain. In the event that we cannot reach an amicable agreement for the purchase of your property, the City will not pursue the proposed acquisition.

Also, please be advised that, in accordance with the Uniform Relocation and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

I look forward to hearing from you soon. If you have any questions about this notice or the proposed project, please contact me by email (destallworth@cityofpensacola.com), phone (850) 435-1834, or mail at the address in the footer below.

Sincerely,

Deana Stallworth

Deana Stallworth, Property Lease Manager

cc: Amy Lovoy, City of Pensacola Finance Director



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1238

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-003 - GULL POINT COMMUNITY CENTER EARTH STABILIZATION PROJECT

RECOMMENDATION:

That City Council award Bid No. 25-003, Gull Point Community Center Earth Stabilization Project to Gulf Marine Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$227,551.00 plus a 10% contingency of \$22,755.10 for a total of \$250,306.10. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project is focused on mitigation of a long-standing erosion problem created by failing stormwater pipes behind the Gull Point Community Center and the Baywoods neighborhood in Northeast Pensacola. The goal of this project is to remove failing infrastructure, eliminate the safety hazard created by the sloughing of earth, and stabilize the site for future stormwater system upgrades.

Other items of work include removal of sand and debris that has washed into the downstream piping from the active erosion. This will allow the remaining stormwater system to function as originally designed.

PRIOR ACTION:

September 14, 2022 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY2023 Budget

FUNDING:

Budget:	\$126,566.00	Currently held in Gull Point Account #329.530.3291.329620.9335.000000
	\$149,908.47	SWC - Stormwater Vault City-Wide
	\$276,474.47	TOTAL
Actual:	\$227,551.00	Base Bid
	\$22,755.10	10% Contingency
	\$20,479.59	Engineering & Inspections Allocation
	\$5,688.78	Geotechnical testing
	\$276,474.47	TOTAL

FINANCIAL IMPACT:

The total estimated cost of this project is not to exceed \$276,474.47. A total appropriation of \$126,566.00 is currently held in Gull Point Account #329.530.3291.329620.9335.000000. Additional funding of \$149,908.47 will come from the Stormwater Vault City-Wide account for engineering and inspections expenditures. 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, DIRECTOR OF PUBLIC WORKS AND ENGINEERING

ATTACHMENTS:

1. Bid Tabulation

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-003
TITLE: GULL POINT COMMUNITY CENTER EARTH STABILIZATION PROJECT PHASE I

Submittals Due:	GULF MARINE	BARCIS	ROADS, INC.	BEAR GENERAL
11/26/24, 2:30 P.M.	CONSTRUCTION,	DESIGN & CONSTRUCT,	OF NWF	CONTRACTORS,
Department:	INC.	LLC		LLC
Engineering	Pensacola, FL	Gulf Breeze, FL	Cantonment, FL	Pensacola, FL

Base Bid	\$227,551.00	\$324,262.12	\$371,895.00	\$507,395.00
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DRAFT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1232

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACCEPTANCE OF EASEMENT FOR 2301 WEST CERVANTES STREET FROM THE CITY OF PENSACOLA TO THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council authorize the Mayor to accept and execute the easement agreement from the City of Pensacola to the City of Pensacola to allow for the construction of a public sidewalk on a portion of public property. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this easement 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 purpose of this easement is to allow for the construction of public sidewalk on a portion of public property to bypass a protected oak tree in the City of Pensacola's right-of-way. As part of a larger Q Street Sidewalk connectivity project, pedestrians will be able to access the Cervantes Street sidewalk from Jackson Street via the west side of Q Street. This easement allows for the construction and maintenance of the sidewalk by the City and its contractors for unrestricted pedestrian access to the sidewalk and is being granted from the City to the City in perpetuity.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

The easement itself bears no financial impact to the city, and simply allows for pedestrian

connectivity without requiring pedestrians to walk in the road.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, Director of Public Works and Engineering

ATTACHMENTS:

1. Easement Agreement

PRESENTATION: No

Prepared By and Return To:
Grace Parola, Assistant City Attorney
City of Pensacola City Attorney's Office
222 W Main Street
Pensacola, Florida 32502
(850) 435-1618

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT ("Agreement") is given this ____ day of _____, 2024, ("**Effective Date**") from **CITY OF PENSACOLA**, a municipal corporation of the State of Florida ("**Grantor**"), to the **CITY OF PENSACOLA**, a municipal corporation of the State of Florida ("**Grantee**").

WHEREAS, Grantor is the owner in fee simple of that certain tract or parcel of real property ("**Property**") lying and being in the Pensacola city limits, and having Parcel Identification Number of 000S009060030173, with the site address of 2301 W Cervantes Street, more particularly depicted and described in **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, Grantee is undertaking a sidewalk installation project ("**Project**") to enhance safety and accessibility for pedestrians travelling along the west side of Q Street, to or from the Cervantes Street sidewalk; and

WHEREAS, Grantee has requested to a certain portion of the Project encroach upon the Property, to avoid destruction of a heritage oak tree located in the adjacent right-of-way.

NOW, THEREFORE, in consideration of the forgoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor grants the following:

1. **Sidewalk Easement:** Grantor hereby grants to Grantee an exclusive perpetual easement ("**Sidewalk Easement**") to construct, maintain, improve, operate, repair, replace, and remove a sidewalk for public use over, under, and through that portion of the Property more particularly depicted and described in **Exhibit B** attached hereto and incorporated herein by reference ("**Sidewalk Easement Area**").

2. **Binding Effect:** This Sidewalk Easement shall be appurtenant to the Property described herein and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

[Separate signature page follows.]

IN WITNESS WHEREOF, Grantor has hereunto set its signature causing this Sidewalk Easement to be executed and sealed as of the Effective Date.

Witnesses:

Print: _____
Address: _____

Print: _____
Address: _____

GRANTOR

City of Pensacola, a Florida municipal corporation

By: _____

Print: _____

Title: _____

Smith & Henzy Affordable Group Inc., (“**Lessee**”), has hereunto set its signature for the sole purpose of providing its consent to this Sidewalk Easement Agreement as lessee of the Property.

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Sidewalk Easement was acknowledged before me this _____ day of _____, _____, by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of the City of Pensacola, a Florida municipal corporation, who personally appeared before me and who is personally known to me or who produced _____ as identification.

Notary Public for the State of Florida

[NOTARY SEAL]

Attest:

City Clerk (SEAL)

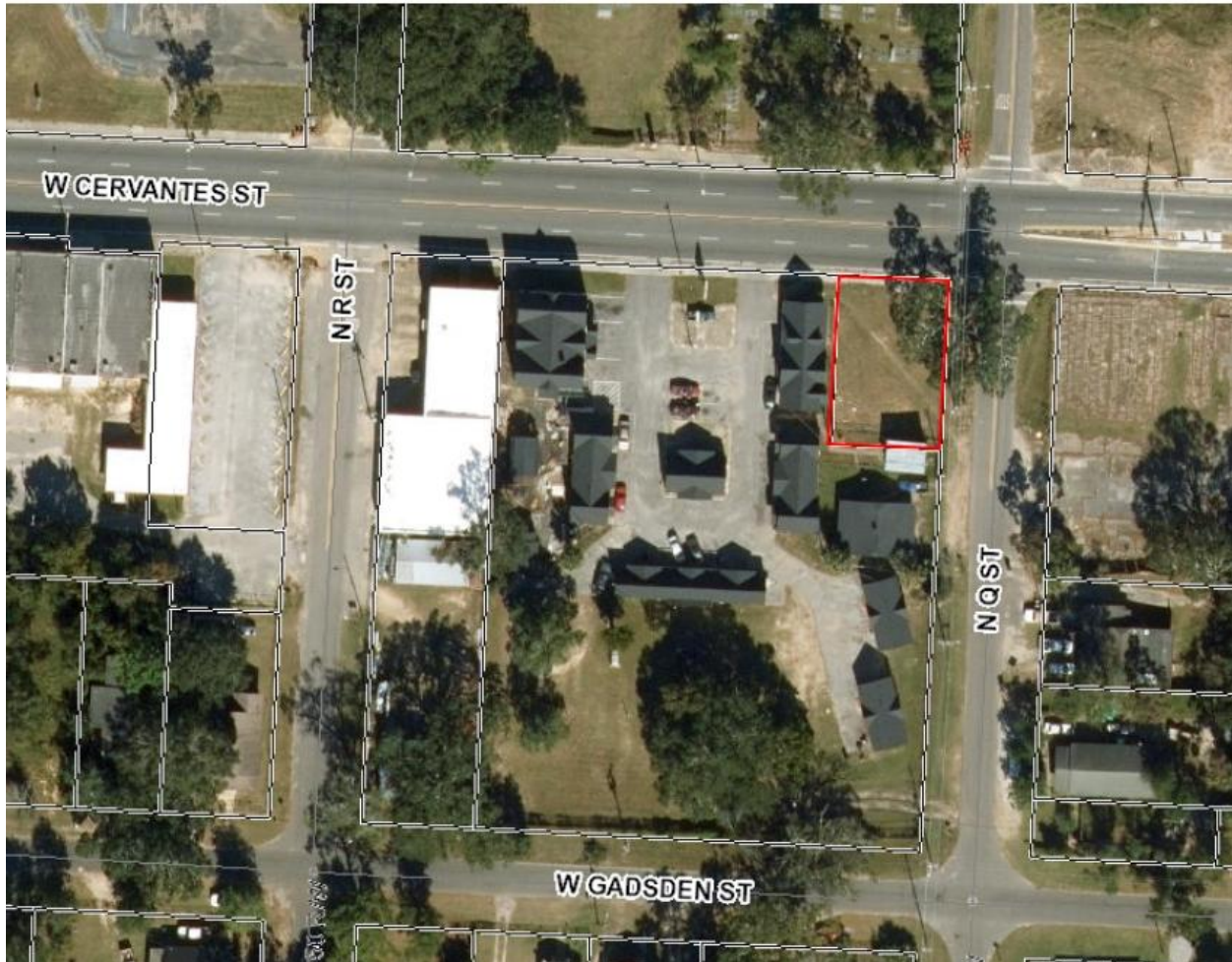
Legal as to form:

City Attorney

EXHIBIT A - GRANTOR'S PROPERTY

City of Pensacola Parcel ID Number 000S009060030173

The North 90 feet of the East 60 feet of the North 150 feet of Block 173 of the West King Tract, in the City of Pensacola, County of Escambia, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.



SIDEWALK EASEMENT AREA EXHIBIT B

DESCRIPTION

A PORTION OF LOTS 13 AND 14, BLOCK 173, WEST KING TRACT, CITY OF PENSACOLA, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN OFFICIAL RECORD BOOK 9180 AT PAGE 1662 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF NORTH "Q" STREET (60' R/W) AND THE SOUTH LINE OF WEST CERVANTES STREET (66' R/W), BEING THE NORTHEAST CORNER OF SAID LOT 13;

THENCE, COINCIDENT WITH THE WEST LINE OF NORTH "Q" STREET, SOUTH 04 DEGREES 24 MINUTES 32 SECONDS WEST A DISTANCE OF 38.9 FEET TO A POINT;

THENCE, DEPARTING THE WEST LINE OF NORTH "Q" STREET, NORTH 39 DEGREES 53 MINUTES 15 SECONDS WEST A DISTANCE OF 14.32 FEET TO A POINT;

THENCE, PARALLEL TO THE WEST LINE OF NORTH "Q" STREET, NORTH 04 DEGREES 24 MINUTES 32 SECONDS EAST A DISTANCE OF 28.6 FEET TO THE SOUTH LINE OF WEST CERVANTES STREET;

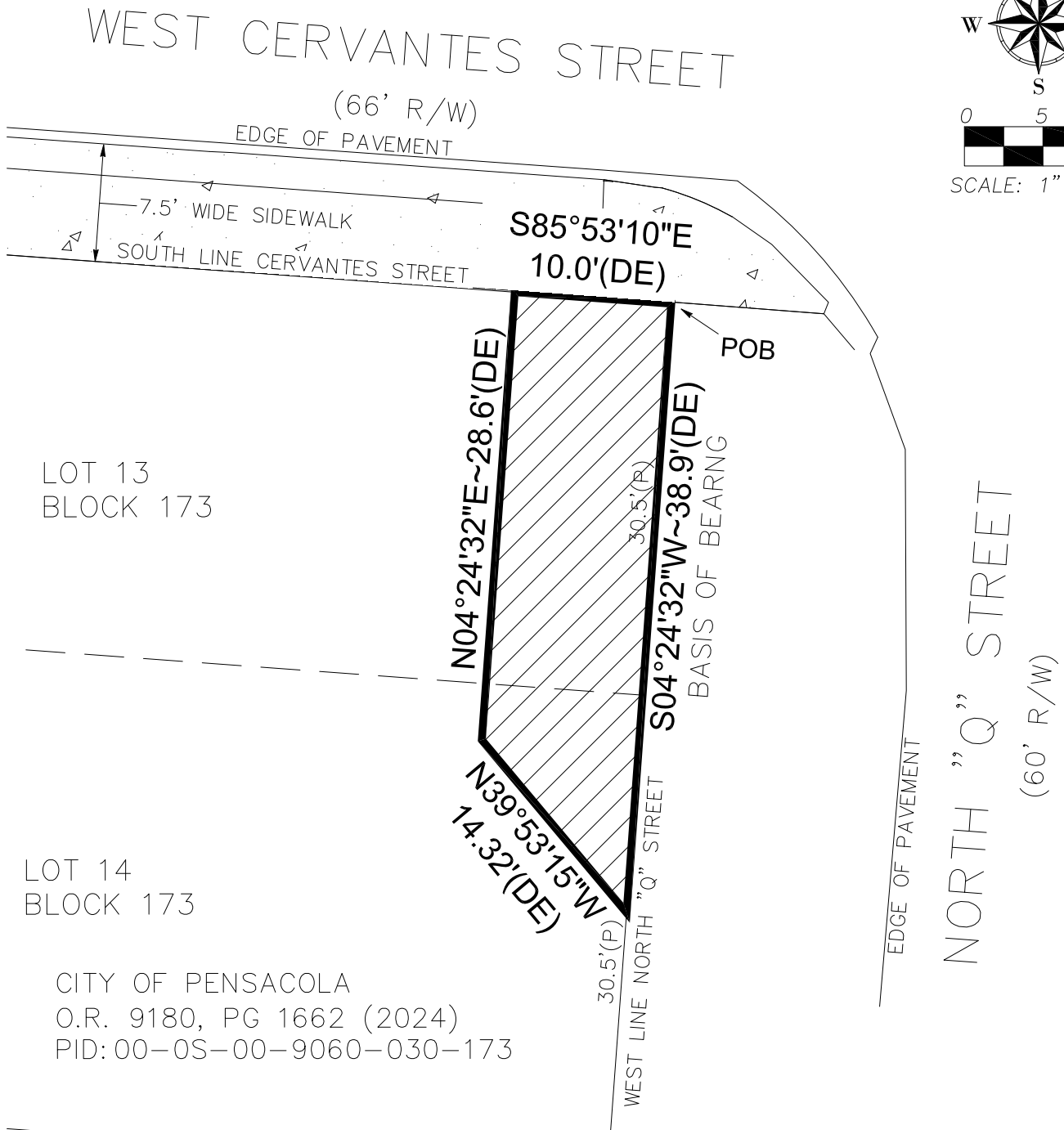
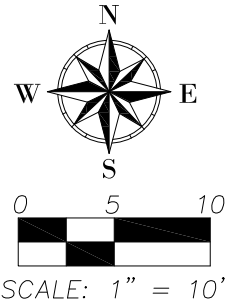
THENCE, COINCIDENT WITH THE SOUTH LINE OF WEST CERVANTES STREET, SOUTH 85 DEGREES 53 MINUTES 10 SECONDS EAST A DISTANCE OF 10.0 FEET TO THE POINT OF BEGINNING. CONTAINING 337.5 SQUARE FEET, MORE OR LESS.

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

LOCUS

A PORTION OF LOTS 13 AND 14, BLOCK 173, WEST KING TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

SIDEWALK EASEMENT AREA- EXHIBIT B1



LEGEND



337.5± SQUARE FEET

ABBREVIATIONS

DE = DESCRIPTION
PG = PAGE
O.R. = OFFICIAL RECORD
POB = POINT OF BEGINNING
PID = PARCEL IDENTIFICATION
R/W = RIGHT OF WAY

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

LOCUS

A PORTION OF LOTS 13 AND 14, BLOCK 173, WEST KING
TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1198

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$250 to the Gulf Coast Citizen Diplomacy Council 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.

The Gulf Coast Citizen Diplomacy Council is a local, nonpartisan nonprofit promoting citizen diplomacy in Northwest Florida by hosting U.S. Department of State exchange programs for experts and youth from around the world. Their mission is to foster global connections by hosting international visitors in our community and creating impactful programming that strengthens ties between Northwest Florida and the world. They are also committed to programming that empowers local teens to develop global awareness and leadership skills through hands-on experiences. Their Youth Diplomats Program is an 11-month experiential learning program to equip and empower teens in Northwest Florida to become active global citizens. They meet once a month to explore topics in global affairs and diplomacy. In the process, they will build leadership and intercultural communication skills as well as discover scholarships, college and career options and network with global experts. Funding will be used to support a community coffee where international professionals meet and mingle with Northwest Florida Influencers.

PRIOR ACTION:

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

FUNDING:

Budget:	\$	204	FY 2024 District 4 Discretionary Funds
		<u>10,700</u>	FY 2025 District 4 Discretionary Funds
		<u>\$10,904</u>	
Actual:	\$	250	Gulf Coast Citizen Diplomacy Council

FINANCIAL IMPACT:

A balance of \$204 is currently within the District 4 Discretionary Fund Account for FY 2024 and \$10,700 in FY 2025 for a total balance of \$10,904. Upon approval by City Council, a balance of \$10,654 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 #: 24-1234

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$250 to Truth for Youth 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.

Truth for Youth serves as an advocate for the youth of Escambia County, Santa Rosa County and the surrounding area. Their mission is to create and provide educational, recreational, cultural and social programs for youth ages 6-16. Their programs are designed to challenge at-risk youth to engage in wholesome activities by providing healthy and creative opportunities for education, social exchange and personal development. Their activities promote and encourage academic excellence, moral and civic responsibility, self-esteem, positive self-image, confidence, pride, discipline and respect for self and others. Funds will be used towards their mission.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 10,257 District 5 Discretionary Funds Balance

Actual: \$ 250 Truth for Youth

FINANCIAL IMPACT:

A balance of \$10,257 is currently available within the District 5 Discretionary Fund Account.

Upon approval by City Council, a balance of \$10,007 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 #: 24-1199

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to the Real Women Radio Foundation from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Real Women Radio Foundation is a leading organization in Northwest Florida whose mission is to build economically vibrant and sustainable communities through strategic partnerships with businesses and organizations throughout Northwest Florida. Their programs focus on underserved communities and vulnerable populations. Funds will be used to further their mission.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 3,905 FY 2025 District 7 Discretionary Funds

Actual: \$ 500 Real Women Radio Foundation

FINANCIAL IMPACT:

A balance of \$3,905 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$3,405 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1230

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FUNDING FOR PREPARATION OF CONSTRUCTION PLANS FOR E.S. COBB RESOURCE CENTER RENOVATION

RECOMMENDATION:

That City Council approve funding for the preparation of architectural and engineering plans for the E.S. Cobb Resource Center renovation under a Service Authorization Agreement with Geosyntec Consultants, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter

HEARING REQUIRED: No Hearing Required

SUMMARY:

In February 2024, City Council approved funding to perform a comprehensive assessment of the E.S Cobb Resource Center to identify key structural issues and repairs to the E.S Cobb Resource Center. The comprehensive assessment dated August 8, 2024, was received and a summary of it is attached herein.

Based on the comprehensive assessment, city staff have tasked Geosyntec consultants, Inc to develop 100% architectural and engineering design plans to address these findings under the City's Continuing Services for Professional Engineering Consulting Services. These plans will include detailed designs, specifications, and cost estimates to guide the renovation process, ensuring compliance with City standards and addressing community needs. Approval of this funding will enable the City to proceed with the next phase of this critical project.

PRIOR ACTION:

January 16, 2024 - The CRA recommended forwarding the request to City Council to fund a full assessment of the E.S Cobb Resource Center

February 8, 2024 - City Council approved funding for a full building assessment of the E.S Cobb Resource Center.

FUNDING:

Budget: \$149,642 CDBG

Actual: \$149,642 CDBG

FINANCIAL IMPACT:

Funding will be provided by the Community Development Block Grant (CDBG) program under the Neighborhood/Facility Improvement Projects activity as the E.S Cobb Resource Center is located in a CDGB eligible target area.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. Comprehensive Assessment Priority Matrix

PRESENTATION: No



Pensacola Office
121 E. Government Street
Pensacola, Florida 32502

Panama City Office
97 W. Oak Avenue
Panama City, Florida 32401

T 850 432 1912
E stoa@stoaarchitects.com
W stoaarchitects.com

TRANSMITTAL LETTER

From: Geosyntec Comprehensive Assessment Team

Project #: 24005

To: Russell Sweatt
City of Pensacola
Facilities Maintenance & Fleet Management
2757 N. Palafox Rd.

E. S. Cobb Resource Center
Comprehensive Assessment - Draft for
Project: Review and Comment

Address: Pensacola, FL 32501

Date: 08/08/2024

Cc: JDA, W3 Engineering, Ruby Electrical

File #: 001

We Transmit:	The Following:	For Your:
☒ Herewith	☒ Drawings	☒ Review & Comment
☐ By Hand Delivery	☐ Specifications	☐ Information or Files
☐ Under Separate Cover	☒ Cost Estimate	☐ Resubmittal
☐ _____	☒ Comprehensive Assessment	☐ _____

Copies	Date	Description
1	08/09/2024	Cobb Ctr. Comp. Assess. - Scope/Cost/Priority Matrix (pdf and excel format) <i>This document shows suggested priority and estimated cost for each scope item listed in the comprehensive assessment. Use UniFormat number on left column to find more information on the scope for specific line item.</i>
1	08/09/2024	Comp. Assess. Narrative <i>This document includes a project description and descriptions of the scope of work organized in UniFormat.</i>
1	08/09/2024	Appendix A - Cost Estimate <i>Levels 1, 2, and 3 of the estimate break down the cost per square feet of replacing the entire facility with a new building of the same size and program. Level 7 of the estimate breaks down the cost of the renovation described in the Comp Assess Narrative.</i>
1	08/09/2024	Appendix B - Existing Drawings <i>The existing drawings were provided to the Comp. Assess. Team by the designer of the 2010 addition. These drawings are provided for reference only.</i>
1	08/09/2024	Appendix C - Interior Work Schedule (pdf and excel format) <i>This document outlines the proposed interior scope of work for each room, including finishes, furnishings, equipment, accessories, mechanical, electrical, plumbing, and fire protection scope of work.</i>
1	08/09/2024	Appendix E - Code Analysis <i>This document is a comprehensive analysis of the codes applicable to our scope of work. Appendix D - Life Safety Plan, provided in the final submittal, will be developed based on the findings from this code analysis.</i>
1	08/09/2024	Appendix F - 75% Structural Repair Drawings <i>These drawings show the repairs to the existing glue-laminated wood arches.</i>



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Remarks:	Our team appreciated the opportunity to work on this project. The deliverables provided are for review and comment only, not for construction. Please reach out to our team with any questions during your review. We look forward to your input and comments.
Signature:	<u>Yuri Ramos, AIA</u>

Comprehensive Assessment for E.S. Cobb Resource Center

Scope/Cost/Priority Matrix (Draft - For Review and Comment - 08/05/2024)

UniFormat ID	Level	Element ID	Cost Estimate Description	Estimated Cost	Recommended Priority *	Comments
A	Level 1	SUBSTRUCTURE				
A90	Level 2	SUBSTRUCTURE RELATED ACTIVITIES	TBD			
A9040	Level 3	Soil Treatment	TBD		HIGH	STOA to confirm pricing.
B	Level 1	SHELL				
B10	Level 2	SUPERSTRUCTURE	A0102 Superstructure	446,103		
B1020	Level 3	Roof Construction	A01020101 Structural Frame	353,093	HIGH	Cost for glue-laminated arch repairs.
B1020.30	Level 4	Canopy Construction	A010202 Roof Construction	72,905	HIGH	
B1080	Level 3	Stairs	A0102039102 Repair Concrete Stair	2,862	HIGH	
B1080.50	Level 4	Stair Railings	A0102039114 Repair Steel Stair Railings	2,016	HIGH	
B20	Level 2	EXTERIOR VERTICAL ENCLOSURES	A0103 Exterior Closure	312,394		
B2010	Level 3	Exterior Walls	A010301 Exterior Walls	237,358	MODERATE	
B2010.90	Level 4	Exterior Wall Opening Supplementary Components	TBD		HIGH	STOA to confirm pricing.
B2020	Level 3	Exterior Windows	A010302 Exterior Windows	33,151	HIGH	
B2050	Level 3	Exterior Doors and Grilles	A010303 Exterior Personnel Doors	41,884	HIGH	
B2050.90	Level 4	Exterior Door Supplementary Components	Hardware Sets	19,682	HIGH	
B2070	Level 3	Exterior Louvers and Vents	TBD		MODERATE	STOA to confirm pricing.
B30	Level 2	EXTERIOR HORIZONTAL ENCLOSURES	A0104 Roofing	251,293		
B3010	Level 3	Roofing			HIGH	
B3010.50	Level 4	Low-Slope Roofing	A01040101 Roof Coverings & A01040103 Roof Insulation and Fill	107,795	HIGH	Roof replacement at Gymnasium Building.
			A0104019102 Repair Single Ply Roofing	59,510	HIGH	Roof repairs at Community Center Addition.
B3010.90	Level 4	Roofing Supplementary Components	A01040104 Flashings and Trim	61,039	HIGH	
B3020	Level 3	Roof Appurtenances			HIGH	
B3020.70	Level 4	Rainwater Management	A01040106 Gutters and Downspouts	22,949	HIGH	
C	Level 1	INTERIORS				
C10	Level 2	INTERIOR CONSTRUCTION	A0105 Interior Construction	94,110		Subtracted \$97,710 for casework shown in E2010.30
C1010	Level 3	Interior Partitions	See C2010		N/A	
C1020	Level 3	Interior Windows (a.k.a borrowed lites)	A0105019102 Reglaze Windows	7,387	LOW	
C1030	Level 3	Interior Doors	A010502 Interior Personnel Doors & A0105029116 Paint Doors	23,696	HIGH	
C1030.90	Level 4	Interior Door Supplementary Components	A0105020120 Hardware Sets	22,463	HIGH	
C1070	Level 3	Suspended Ceiling Construction	See C2050		N/A	Some suspended ceilings systems will need to be replaced in order to complete the mechanical scope.
C1090	Level 3	Interior Specialties	A010504 Interior Specialties	48,401	LOW	
C1090.10	Level 4	Interior Railings and Handrails	See B1080.50		N/A	

C1090.20	Level 4	Information Specialties	A01050404 Identifying Devices	14,889	LOW	
C1090.25	Level 4	Compartments and Cubicles	A01050401 Compartments, Cubicles and Toilet Partitions	20,583	LOW	
C1090.40	Level 4	Toilet, Bath, and Laundry Accessories	A01050402 Toilet and Bath Accessories	12,929	LOW	
C20	Level 2	INTERIOR FINISHES	A0106 Interior Finishes	492,046		
C2010	Level 3	Wall Finishes	A010601 Wall Finishes	259,936	LOW	
C2010.10	Level 4	Tile Wall Finish	A0106019106 Patch Tile Wall	23,889	LOW	
C2010.70	Level 4	Wall Painting and Coating	Multiple line items under A010601	236,047	LOW	
C2030	Level 3	Flooring	A010602 Flooring and Floor Finishes	98,580	LOW	
C2030.20	Level 4	Tile Flooring	A01060201 Tile Floor Finishes	14,406	LOW	
C2030.50	Level 4	Resilient Flooring	A01060204 Resilient Flooring	54,316	LOW	
C2030.60	Level 4	Terrazzo Flooring	A0106029108 Clean Terrazzo	18,356	LOW	
C2030.75	Level 4	Carpeting	A01060205 Carpeting	2,028	LOW	
C2030.85	Level 4	Entrance Flooring	TBD		LOW	
C2050	Level 3	Ceiling Finishes	A010603 Ceiling and Ceiling Finishes	133,531	LOW	
C2050.10	Level 4	Plaster and Gypsum Board Finish	See C2050		N/A	
D	Level 1	SERVICES				
D10	Level 2	CONVEYING	A0107 Conveying Systems	59,479		information.
D1010	Level 3	Vertical Conveying Systems			HIGH	
D1010.20	Level 4	Lifts			HIGH	
D20	Level 2	PLUMBING	A0108 Plumbing	68,994		See Cost Estimate for additional information.
D2010	Level 3	Domestic Water Distribution			LOW	
D2020	Level 3	Sanitary Drainage			LOW	
D30	Level 2	HVAC	A0109 HVAC	398,429		See Cost Estimate for additional information.
D3020	Level 3	Heating Systems			MODERATE	
D3030	Level 3	Cooling Systems			MODERATE	
D3050	Level 3	Facility HVAC Distribution Systems			MODERATE	
D3060	Level 3	Ventilation			MODERATE	
D40	Level 2	FIRE PROTECTION	A0110 Fire Protection Systems	266,990		See G3010. 30 for fire water supply cost information.
D4010	Level 3	Fire Suppression	Multiple line items under A011002 and A011003	266,271	HIGH	
D4030	Level 3	Fire Protection Specialties	N/A		N/A	Existing system is in satisfactory condition.
D4030.30	Level 4	Fire Extinguishers	A011004 Fire Extinguishers	719	HIGH	
D50	Level 2	ELECTRICAL	A0111 Electric Power And Lighting	387,559		See Cost Estimate for additional information.
D5020	Level 3	Electrical Service and Distribution	N/A		N/A	Existing system is in satisfactory condition.
D5030	Level 3	General Purpose Electrical Power	A01110201 Branch Wiring	96,210	HIGH	
D5040	Level 3	Lighting	A01110202 Lighting Equipment	291,350	HIGH	
D70	Level 2	ELECTRONIC SAFETY AND SECURITY	N/A			
D7050	Level 3	Detection and Alarm	N/A		N/A	Existing system is in satisfactory condition.

E	Level 1	EQUIPMENT & FURNISHINGS				
E10	Level 2	EQUIPMENT	TBD			Confirm scope with City.
E1030	Level 3	Commercial Equipment				
E1040	Level 3	Institutional Equipment				
E1070	Level 3	Entertainment and Recreational Equipment				
E20	Level 2	FURNISHINGS	TBD	97,710		Confirm scope with City.
E2010	Level 3	Fixed Furnishings				
E2010.30	Level 4	Casework	A010505 Casework	97,710	MODERATE	
E2050	Level 3	Movable Furnishings				
F	Level 1	SPECIAL CONSTRUCTION AND DEMOLITION				
F30	Level 2	DEMOLITION	A0116 Selective Building Demolition	86,170		See Cost Estimate for additional information.
F3010	Level 3	Structure Demolition	TBD		HIGH	STOA to confirm pricing to demolish shed structures on east side of the building.
F3030	Level 3	Selective Demolition	See F30.		N/A	
F3030.10	Level 4	Selective Bldg Demo	See F30.		N/A	
F3030.30	Level 4	Selective Interior Demolition	See F30.		N/A	
F3030.70	Level 4	Selective Historic Demolition	N/A		N/A	
G	Level 1	SITework				
G10	Level 2	SITE PREPARATIONS	B0117 Site Preparation	13,018		
G1070	Level 3	Site Earthwork	Multiple line items under B0117.		HIGH	
G20	Level 2	SITE IMPROVEMENTS	B0118 Site Improvements	1,388		
G2020	Level 3	Parking Lots	B011802 Parking Lots	694	HIGH	
G2060	Level 3	Site Development	See below.		N/A	
G2060.40	Level 4	Covers and Shelters	A0102010320 Repair Wood Pavilion, Treated	15,227	HIGH	Cost included in B10.
G2080	Level 3	Landscaping	TBD		HIGH	STOA to confirm pricing.
G30	Level 2	LIQUID AND GAS SITE UTILITIES	See D40	88,620		
G3010	Level 3	Water Utilities	See below.		N/A	
G3010.30	Level 4	Site Fire Protection Water Distribution	A0110010113 6" Fire Water Supply Pipe	88,620	HIGH	
G3030	Level 3	Storm Drainage Utilities	TBD			Only applies if City wants to tie proposed downspouts to underground rainwater system.
G40	Level 2	ELECTRICAL SITE IMPROVEMENTS	TBD			Confirm scope with City.
G4010	Level 3	Site Electric Distribution Systems				
G4050	Level 3	Site Lighting				

***NOTES:**

HIGH = Occupant safety, non-operable items, and weatherproofing.
MEDIUM = Occupant comfort, energy efficiency , and other non-critical items.
LOW = Aesthetic and maintenance items.

** Full assessment file was too large to include as an attachment to the agenda item, therefore a summary of the findings are provided above.*

** City staff advised Geosyntec, INC to prioritize completing 100% IBC plans for the high priority items listed in the above table to restore the structural integrity standard before addressing other components in later phases*



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1223

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING (ILA) BETWEEN THE CITY OF PENSACOLA, ESCAMBIA COUNTY AND THE SCHOOL BOARD OF ESCAMBIA COUNTY.

RECOMMENDATION:

That City Council approve the Interlocal Agreement between Escambia County, the School Board of Escambia County and the City of Pensacola recognizing their mutual obligation for the education and well-being of the children in their community. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement as amended.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This is a revision and renewal to the multi-agency agreement between Escambia County, the School Board of Escambia County, and the City of Pensacola. The term of this ILA shall be for a period of ten years; however, either party can request a review of the ILA every two years.

School Concurrency, which establishes level of service (LOS) standards is no longer required, however, other aspects of collaboration as outlined in the City's Comprehensive Plan, Chapter 11, Public School and Facilities, are necessary to maintain intergovernmental collaboration to ensure high quality school facilities.

This multi-agency, collaborative partnership also aligns with one of the City's Strategic Plan goal and guiding priorities for the next 10 years - Support for Youth Experiences.

PRIOR ACTION:

August 8, 2006 - City Council approved the ILA with Escambia County and the School Board of Escambia County.

January 20, 2015 - City Council approved the ILA with Escambia County and the School Board of Escambia County.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/5/2024

STAFF CONTACT:

Tim Kinsella, City Administrator

David Forte, Deputy City Administrator

Sherry Morris, AICP, Development Services Director

Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. Interlocal Agreement January 2025
2. Interlocal Agreement January 2015 (4)
3. School Facilities Interlocal-2006

PRESENTATION: No

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This Interlocal Agreement for Public School Facility Planning (hereinafter referred to as "ILA") is entered into between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the City of Pensacola, a municipal corporation of Florida (hereinafter referred to as "City"), and the School Board of Escambia County, Florida (hereinafter referred to as "School Board").

WHEREAS, the County, City and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, City, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local government. In addition, all parties to the planning process must consult with state and local road departments to assist in implementing the Safe Paths to School Program administered by the Department of Transportation; and

WHEREAS, Section 163.3177(6)(h), Florida Statutes, requires each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of the school boards, and describes the joint processes for collaborative planning and decision making on population projections and public school siting, the location and extension of public facilities subject to intergovernmental coordination, and siting facilities with countywide significance; and

WHEREAS, Sections 163.31777 and 1013.33(2), Florida Statutes, further require each county and the nonexempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, it is mutually beneficial for the County, City, and School Board to support

efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Escambia County and to ensure that the impacts of new development occur only in accordance with the ability of the County, City and School Board to maintain adequate level of service standards; and

WHEREAS, Sections 1013.33(1), 163.31777, and 163.3180, Florida Statutes, require coordination of planning between the school boards and local governing bodies to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

WHEREAS, public schools should be provided in proximity to the actual and projected population of school age children to be served by such schools; and

WHEREAS, the City or County have determined that schools define urban form and create a sense of place in a community and are the cornerstones of effective neighborhood design and a focal point for the development of neighborhood plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and

WHEREAS, the School Board has determined that the location of schools, as part of stable and well-designed neighborhoods, enhances educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities; and

WHEREAS, the City or County are responsible for planning and providing other essential public facilities and will provide facilities in support of public-school facilities and programs; and

WHEREAS, the County, City, and School Board have met and coordinated to develop a countywide, uniform school development impact program; and

WHEREAS, the School Board is obligated to maintain and implement a financially-feasible, 5-Year Work Plan based on the level of service standards provided for in this Agreement; and

WHEREAS, the City or County are required to amend their comprehensive plans and land development regulations, as appropriate and necessary, in order to effectuate their obligations under this Agreement and state statutes; and

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools on a county wide basis; and

WHEREAS, this Agreement neither is intended to nor does it delegate or transfer any land use planning or regulatory authority to the School Board; and

WHEREAS, the School Board, City and County enter into this agreement in fulfillment of their statutory requirements and in recognition of the benefits accruing to their citizens and students described above.

NOW THEREFORE, be it mutually agreed between the School Board, the County, and the City that the following procedures will be followed in coordinating land use and public-school facilities planning:

Section 1. Joint Meetings

1.1 A staff working group of the County, School Board, and City Local Planning Agency, or their appointee, will meet on an as needed basis but not less than semi-annually to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, the implementation of school capacity availability plan co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the West Florida Regional Planning Council will also be invited to attend. At least one of the staff working group meetings will be held prior to April 1st each year to review subsequent school-related element amendments as required in Section 3.3. Escambia County will coordinate meeting arrangements and provide notification for the staff working group meetings.

1.2 One or more representatives of the Board of County Commissioners, the governing body of the City of Pensacola, and the School Board will meet on an as needed basis but not less than annually in joint workshop sessions. The joint workshop sessions will be opportunities for the Board of County Commissioners, the City and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, growth and development trends, school needs, off-site improvements, joint use opportunities, and the effectiveness with which the ILA is being implemented. The County will coordinate meeting arrangements and provide notification for these workshops.

CALENDAR OF KEY ANNUAL DEADLINES

February 1	City's and County's Growth Reports to School Board
April 1	Staff working group meeting regarding enrollment projections and any proposed amendments to the school-related comprehensive plan provisions
August 1	School Board provides Tentative Educational Facilities Plan to City or County for review
September 1	City and County provide School Board with comments, if any, on Tentative Educational Facilities Plan
September 30	School Board's adoption of Educational Facilities Plan

December 1

Update of Five-Year Capital Facilities Plan adopted into City and County's comprehensive plans (NOTE: **WORK PLAN** No change to the Comprehensive Plan. Adopted as an update via an un-codified ordinance annually by the BOCC)

Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, City, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five (5) year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.

2.2 The School Board staff shall utilize the Department of Education (DOE) five (5) year countywide student enrollment projections.

2.3 The School Board, working with the City or County will consider the use of the information described in Section 3 to allocate projected student enrollment into the current school attendance zones so that the districtwide projections are not exceeded. The school attendance zones are established by mutual consent of the school district staff and local government staff as indicated in subsection 4.6. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.

2.4 The School Board staff will evaluate growth and development trends prepared by the City or County. The School Board staff, working with the City or County staffs, will develop and apply student generation multipliers for residential units by type for schools of each type. The student generation rates shall be updated every year. The school enrollment projections will be included in the educational facilities plan provided to the City or County each year as specified in subsection 3.1 of this agreement.

Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: On August 1st of each year, the School Board shall submit to the City or County the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, and 20-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a five (5) year period. The City and County shall review the plan and comment to the School Board within thirty (30) days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 9 of this agreement.

3.2 Educational Plant Survey: Six (6) months prior to the expiration of the Educational Plant Survey and during the update process, the staff working group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The staff working group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed at subsections 5.3, 7.6, 7.7, and 8.1 of this agreement.

3.3 Growth and Development Trends: Annually, the local governments will provide the School Board with a report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in geographic information system compatible format for the purpose of geo-referencing the information in a format that is agreeable to the local governments and School Board. This report will be in tabular, graphic, and textual formats and may include the following:

- a. the type, number, and location of residential units which have received zoning approval, final subdivision and site plan approval;
- b. information regarding future land use map amendments;
- c. building permits and certificate of occupancy data for residential dwellings issued for the preceding year and their location;
- d. summary of vested rights determinations and other actions that affect demands for public school facilities;
- e. information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students and reflects existing land use; and
- f. the identification of any development orders issued.

Section 4. Coordinating School Capacity with Growth

4.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of the Escambia County School Board's 5-Year Work Plan, as well as intergovernmental coordination and capital improvements elements of the City or County comprehensive plans, in order to implement uniform district-wide school capacity planning based on school attendance zones.

4.2 Coordination of school capacity with growth will be accomplished using the same public-school facilities data and analysis, and adoption of uniform and identical Level of Service (LOS) standards in each local government jurisdiction. In addition, it is the intent that uniform standards for school capacity availability system be adopted in the land development regulations of each

local government to ensure a coordinated and consistent application of school review.

Once adopted, the County, City and School Board staffs shall annually review progress made toward the implementation of the coordinating and sharing of information as set forth in Section 3 of this Agreement, including a review of the data and analysis (e.g. population projections, student generation factors, future land use map amendments, permitting data, etc.), LOS standards, school attendance zone boundaries, and other relevant information and data. If one or more of the above listed parties desire to initiate a modification requiring an amendment to the ILA the following process shall be followed:

a. The submitting party or parties shall provide a summary of the requested modifications and the impact of the modifications on the ILA and school development impact systems of the remaining parties.

b. Within sixty (60) days of its receipt of the proposed modifications from the submitting party or parties, the reviewing parties shall provide written comments regarding the proposed modifications, and whether it consents or objects to the proposed modifications. If it objects, the reviewing party or parties shall provide reasons for its objections, and conditions that may result in the reviewing party or parties consenting to the proposed modifications.

c. If the submitting party or parties and the reviewing party or parties are unable to resolve any disagreements and ultimately consent to the proposed modifications, the matter will be addressed through the dispute resolution process set forth in Section 9 of this Agreement.

d. The County, City, and School Board agree that once a proposed modification has the consent of all other parties, or is determined to be appropriate through the dispute resolution process, each party will initiate changes required to implement the proposed modification to include any necessary comprehensive plan amendment(s), work program adjustments, and any other regulatory changes necessary to implement the modification.

4.3 Definitions

The terms used in this section shall be defined as follows:

a. Available school capacity- the circumstance where there is sufficient permanent school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.

b. Capacity - As defined in the FISH Manual, the number of students that may be housed in a facility at any given time based on a utilization percentage of the total number of existing satisfactory student stations.

c. Existing school facilities - school facilities constructed and operational at the time a completed application for residential development is submitted to the County or City.

d. FISH Manual- the document entitled "Florida Inventory of School Houses (FISH)," most recent edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").

e. Permanent FISH Capacity- Includes permanent buildings and Modular Capacity for modular buildings, which are Type II Non-combustible and have a forty (40) year life span. Excludes relocatables/portables.

f. Permanent building - As defined in the FISH Manual, a structure built with a fixed foundation that has permanently attached walls, roof, and floor that cannot be moved or transported as a unit or in sections.

g. Planned school facilities - school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Work Plan.

h. Previously Approved Developments - development approved as follows:

(i) Single-family lots of record; master plans that have received approval prior to the effective date of the initial Public-School Facilities Element (PSFE); single-family subdivision plats actively being reviewed or that have received preliminary plat approval at the time of the adoption of the initial PSFE.

(ii) Residential developments that have received final site plan approval prior to the effective date of the initial PSFE, or residential site plans actively being reviewed at the time of the adoption of the initial PSFE.

i. Reserved capacity- School facility capacity set aside for a development including previously approved development or vested development that impacts schools but that is exempt from the terms of the ILA.

j. School Attendance Zones - The areas within which an evaluation is made by the local governments, in coordination with the School Board, whether adequate school capacity is available based on the adopted LOS standards.

k. Total School facilities - Existing school facilities and planned school facilities.

l. Used capacity- School facility capacity consumed by or reserved for development that has been approved for development.

m. 5-Year Work Program - the financially feasible 5-year school district facilities work program adopted pursuant to section 1013.35, Florida Statutes. Financial feasibility shall be determined using professionally accepted methodologies.

4.4 Level of Service Standards

a. The uniform methodology for determining if a particular school is over capacity shall be determined by the School Board. The LOS standards includes one component: FISH

permanent capacity (excludes portables).

b. Modification of the adopted LOS standards shall only be accomplished through an amendment to the ILA. The procedure for proposing a change to the adopted LOS standards shall follow the process outlined above in subsection 4.2.

c. The uniform, district-wide level-of-service standards are initially set as follows:

TYPE OF SCHOOL	LEVEL OF SERVICE STANDARD
Existing or New Schools	100% of permanent FISH capacity
Centers (Special Purpose)	100% of permanent FISH capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.

Potential amendments to these LOS standards shall be considered at least annually at the staff working group meeting to take place no later than April 1st of each year. If there is a consensus to amend any LOS standards, it shall be accomplished by the execution of an amendment to this ILA by all parties. The amended LOS standards shall not be effective until the amended ILA is fully executed and filed with the Clerk of the Circuit Court of Escambia County.

d. In evaluating a subdivision plat or site plan for school capacity, any relevant programmed improvements in the 5-Year Work Plan shall be considered available capacity for the project and factored into the LOS analysis.

e. The School Board shall ensure, to the extent practicable, the maximum utilization of permanent FISH capacity at the LOS standard, taking into account minimizing transportation costs, limiting maximum student travel times, the effect of court-ordered desegregation plans, and achieving socio-economic, racial and cultural diversity objectives. Maximum utilization refers to distributing students among the existing available capacity at the level of service standard as evenly as possible. Methods for the School Board to maximize utilization may include student attendance zone changes, school choice, expansion of existing facilities that are below the established level of service for a school of the same type, or other educationally acceptable teaching and/or scheduling methods.

4.5 School Impact Service Areas

a. For traditional schools: elementary (K-5), middle (6-8), combination (K-8) and high schools (9-12), the school service areas shall be the entire school district by service level, elementary, middle, and high school. For nontraditional schools and special purpose centers the school impact service area will be district-wide.

4.6 Determination of Adequate School Capacity

a. The City or County shall amend the development impact management systems in their land development regulations to require that all new residential units be reviewed for school concurrency capacity availability at the time of final plat or site plan (or functional equivalent) approval. The City or County may choose to provide an informational assessment of school capacity availability at the time of pre-application, but the test of school capacity availability shall be at preliminary plat. The County or City shall not deny a final plat or site plan (or functional equivalent) for the failure to achieve and maintain the adopted LOS standards for public school capacity where:

(i) adequate school facilities will be in place or under actual construction within three (3) years after the issuance of the final plat or site plan (or functional equivalent);

(ii) adequate school facilities are available in an adjacent service area and the impacts of development shall be shifted to that area consistent with subsection c.; or

(iii) the developer executes a legally binding commitment, directed toward a project on the School Board's financially feasible 5-Year Work Plan, to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent). However, this ILA shall not be construed to limit the authority of the City or County to deny the final plat or site plan (or functional equivalent) for reasons other than failure to achieve and maintain the LOS for public school capacity. The City or County, in consultation with the School Board, shall also amend their development impact systems in their land development regulations to address public school facilities, so that the annual monitoring reports provided to their governing bodies shall cover schools as well as other facilities within sixty (60) days of the effective date of the adoption of amendment to the ILA. The School Board shall be responsible for conducting the school capacity availability review and determining whether there is adequate school capacity for each level of school to accommodate the proposed development based on the adopted LOS standards, the school attendance zones and other standards set forth in this ILA and in the land development regulations as follows:

(iv) Calculate total school capacity by adding the capacity provided by existing school facilities to the capacity of any planned school facilities in the first three (3) years of the School Board's financially feasible 5-Year Work Plan.

(v) Calculate available school capacity by subtracting from the total capacity the sum of:

- a) Used capacity;
- b) The portion of reserved capacity projected to be developed within three years;
- c) The demand on schools created by the proposed development.

b. In the event that the School Board finds there is not sufficient capacity in the affected school attendance zone or an adjacent concurrency service area school attendance zone to address the impacts of a proposed development, the following steps shall apply;

- (i) the project must provide capacity enhancement sufficient to assure levels of service standards are achieved and maintained through proportionate share mitigation;
- (ii) the project must be delayed to a date when capacity enhancement and LOS can be assured; or
- (iii) a condition of approval of the site plan or preliminary plat (or functional equivalent) shall be that the project's development plan and/or building permits shall be delayed to a date when capacity enhancement and LOS can be assured.

c. Mitigation shall not be required when the adopted LOS standard cannot be met in a particular school attendance zone if the needed capacity for the development is available in one or more contiguous school attendance zones and the impacts of the development can be shifted to that school attendance zone. Where more than one concurrency school attendance zone is available to accommodate student impacts, the School Board shall take into account the following factors: minimizing transportation costs, limiting maximum student travel times, the effect of desegregation plans, achieving socio-economic, racial and cultural diversity objectives, and recognizing the capacity commitments resulting from the City or County's development approvals for the school attendance zone and for contiguous school attendance zones.

4.7 Proportionate Share Mitigation

a. Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure of LOS for public school capacity will be specified in the County's and City's land development codes and this ILA. The amount of mitigation required shall be determined by the most current cost per student station applicable to Escambia County and where applicable shall include land costs. Options shall include the following:

- (i) contribution of or payment for acquisition of new or expanded school sites;
- (ii) construction or expansion of permanent school facilities;
- (iii) mitigation banking, the creation of mitigation banking based on the

construction of a public-school facility in exchange for the right to sell excess capacity credits.

(iv) charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on over the longer term as public-school capacity, designed to whatever minimum size and specifications established by the School District to ensure that if the Schools District is required it can efficiently operate the school.

b. In the event that the School Board reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards set forth in this ILA otherwise would be exceeded, the following procedure shall be used.

(i) The applicant shall initiate in writing a mitigation negotiation period with the School Board in order to establish an acceptable form of mitigation, pursuant to Section 163.3180, Florida Statutes, and this ILA.

(ii) The following standards apply to any mitigation accepted by the School Board:

a) Proposed mitigation must be directed toward a permanent school capacity improvement identified in the School Board's financially feasible 5-Year Work Plan, which satisfies the demands created by the proposed development.

b) Mitigation shall be assured by a legally binding agreement between the School Board, the relevant local government, and the applicant executed prior to issuance of any building permit for the project.

c) Relocatable classrooms will not be accepted as mitigation.

c. The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station. The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

Summary of the Capacity Evaluation and Proportionate Share Mitigation:

Step 1: Determine the number of students to be generated by the development.

Number of Dwelling Units (DU) in the proposed development (by unit type)

MULTIPLIED BY

Student Generation Rate (by type of DU and by School Type)

EQUALS

Number of Student Stations needed to serve the proposed development

Step 2: Compare the available capacity to the number of student stations calculated in Step 1 to assess the need for mitigation.

Available Capacity

MINUS

The Number of new Student Stations needed to accommodate the proposed development.

EQUALS

The shortfall (negative number) or surplus (positive number) of capacity to serve the development.

Step 3: Evaluate the available capacity in contiguous service areas. If Step 2 results in a negative number, repeat that step for one or more contiguous service areas. If this step results in a negative number, then proceed to Step 4 to calculate the proportionate share mitigation.

Step 4: Calculate proportionate share mitigation.

Needed additional Student Stations from Step 3

MULTIPLIED BY

Average cost per Student Station

EQUALS

Proportionate-Share Mitigation Obligation

d. If within ninety (90) days of the date the applicant initiates the mitigation negotiation period, the applicant and the School Board are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed, which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements that will be provided by the County as required by state law.

e. If after ninety (90) days the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the County in writing and the County will not issue a School Capacity Determination for the proposed development.

f. The School Board may grant two (2), ninety (90) day extensions to the mitigation negotiation period.

g. Mitigation must be proportionate to the demand for public school facilities to be created by actual development of the property.

Section 5. School Site Selection, Significant Expansions, and Potential School Closures

5.1 The School Board tasks the Superintendent to appoint a committee to review potential sites for new schools and proposals for significant expansions and potential closure of existing schools. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee. The Committee will meet on an as needed basis.

5.2 When the need for a new school is identified in the district educational facilities plan, the appointed committee will review and provide comments on the list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant expansion and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in subsection 5.3 of this agreement will be considered by both the local government and appointed committee as each site or school is evaluated. Based on the information gathered during this review for new schools the Committee will make a recommendation to the Superintendent or designee of one or more sites in order of preference. For significant renovations and potential closures, the Committee will make appropriate recommendations.

5.3 The following issues will be considered by the appointed committee, the School Board, and the Local Governments when evaluating new school sites and significant expansion and potential closure of existing schools:

- a. The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
- b. The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;
- c. The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- d. Compatibility of the school site with present and projected uses of adjacent property;
- e. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- f. Site acquisition and development costs;

- g. Safe access to and from the school site by pedestrians and vehicles;
- h. Existing or planned availability of adequate public facilities and services to support the school;
- i. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;
- j. Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- k. Whether the site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- l. Whether the proposed location is in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
- m. Whether the proposed location is within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;
- n. Whether the proposed site can accommodate the required parking, circulation and queuing of vehicles;
- o. Whether the proposed location lies outside the area regulated by Section 333.03, Florida Statutes, regarding the construction of public educational facilities in the vicinity of an airport.

When evaluating new school sites, significant expansion, and potential closure of schools, the School Board reserves the right to proceed in such matters by establishing separate working groups from the members of the Committee and/or other representatives as deemed appropriate by the Committee.

5.4 At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within thirty (30) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33, Florida Statutes.

Section 6. Supporting Infrastructure

6.1 In conjunction with the preliminary consistency determination described in subsection 5.4 of this ILA, the School Board and affected local governments will jointly determine the need for

and timing of on-site and off-site improvements necessary to support each new school or the proposed significant expansion of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals

7.1 The City or County will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezoning that would, if approved, change residential density on the property that is the subject of the application. The City and County may at their discretion grant voting status to the School Board member. The School Board representative will be provided the agenda for each meeting along with any background materials in order to determine which meetings require their attendance. The County and/or City will indicate if the School Board representative is desired due to the circumstances of any particular case.

7.2 The School Board will appoint a representative to serve on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate in the City's staff development review committees, or equivalent body, when development and redevelopment proposals are proposed which could have a significant impact on student enrollment or school facilities. The City or County shall notify the School Board of all residential or mixed-use site plan or subdivision applications for final plat approval not less than 10 business days prior to the development review committee, or equivalent body, review of the application. The School District shall provide a determination regarding available school capacity no later than the development review committee, or equivalent body, meeting.

7.3 The City or County agree to give the School Board notification of land use applications, rezoning, and developments of regional impact pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least thirty (30) days prior to approval of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezoning, and developments of regional impact.

7.4 Within fourteen (14) days after notification by the local government, the School Board Staff in coordination with the representative to Planning Boards will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application, rezoning, or development of regional impact as described in subsection 7.3, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

7.5 If sufficient capacity is not available or planned to serve the proposed land use, rezoning, or development of regional impact, the School Board will consider how it proposes to meet the anticipated student enrollment demand. Site plan and subdivisions will be reviewed for available school capacity following the procedures in Section 4.

7.6 In reviewing and approving comprehensive plan amendments, rezoning, and development proposals, the City or County will consider the following issues:

- a. School Board comments;
- b. Available school capacity or planned improvements to increase school capacity;
- c. The provision of school sites and facilities within planned neighborhoods;
- d. Compatibility of land uses adjacent to existing schools and reserved school sites;
- e. The co-location of parks, recreation and neighborhood facilities with school sites;
- f. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- g. Traffic circulation plans which serve schools and the surrounding neighborhood;
- h. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- i. The inclusion of school bus stops and turnarounds.

7.7 In formulating community development plans and programs, the City or County will consider the following issues:

- a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board district educational facilities plan;
- b. Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- c. Targeting community development improvements in older and distressed neighborhoods near schools; and
- d. Working to address and resolve multi-jurisdictional public-school issues.

7.8 The County and the School Board adopted a separate interlocal agreement to define the applicable site development plan review requirements for projects initiated by the School Board on March 1, 2005.

Section 8. Co-location and Shared Use

8.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-

location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers~ and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

8.2 The County and the School Board adopted a separate cooperative agreement on August 18, 2005 for a comprehensive system for joint use and maintenance of selected school grounds as recreational facilities. This ILA pledges to continue to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for the communities served by district schools.

Section 9. Resolution of Disputes

9.1 If the parties to this ILA are unable to resolve any issue in which they may disagree covered in this ILA, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

Section 10. Oversight Process

10.1 The staff working group described in subsection 1.1 is assigned the responsibility to monitor the implementation of the ILA. Staff working group members shall be invited to attend all meetings referenced in Sections 1, 3, 4 and 5 and shall receive copies of all reports and documents produced pursuant to this ILA. All meetings of the staff working group shall be advertised in the local media to encourage public participation in this oversight process. The staff working group shall report annually to participating local governments, the School Board and the general public on the effectiveness with which the ILA is being implemented.

Section 11. Effective Date

11.1 This ILA shall supersede the previous ILA from 2015 and shall become effective upon execution and filing in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for filing the executed ILA.

Section 12. Amendment and termination of Agreement

12.1 Any party may elect to withdraw from participation in this ILA upon official action of its governing body and after thirty (30) days written notice to the other parties to this ILA.

12.2 Any party may request changes to this ILA. Such changes must be set forth in a written amendment executed by the parties hereto.

Section 13. Expiration

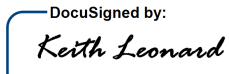
13.1 The term of this ILA shall be for a period of ten (10) years; provided however, that either party can request a review of the ILA every two (2) years.

IN WITNESS WHEREOF, this ILA has been executed by and on behalf of Escambia County, the City of Pensacola, and the School Board of Escambia County on the respective dates under each signature.

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

ATTEST:

By:  _____
Superintendent

APPROVED FOR LEGAL CONTENT


Ellen Odom, General Counsel
ESCAMBIA COUNTY SCHOOL BOARD

COUNTY:

Board of County Commissioners Escambia County, Florida

By: _____
Chairman

Date: _____

BOCC Approved: _____

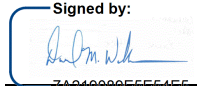
Approved as to form and legal sufficiency.

By/Title: Christopher R. Shaffer, ACA

Date: 11-14-2024

ECSB:

School Board of Escambia County, Florida

By:  _____
Chair

Date: 12/19/2024 | 12:11 AM CST

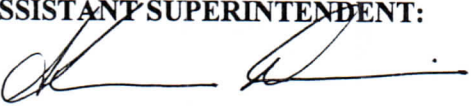
CITY OF PENSACOLA, a Florida
Municipal Corporation acting by and
through its duly authorized City Council

By: _____
D.C. Reeves, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Operations/Finance and Business Services		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
AGENDA DATE: January 20, 2015		ITEM NUMBER: V.b.4.A.2.c.	
AGENDA REFERENCE: Interlocal Agreement for Public School Facility Planning		FISCAL IMPACT / AMOUNT: n/a	
FUND SOURCE: N/A			
BACKGROUND INFORMATION / DESCRIPTION: This is a revision to the multi-agency agreement between the County, City and School Board. School Concurrency which establishes level of service (LOS) standards is no longer required, however, many aspects of concurrency are prudent and necessary. This is a revision to the existing comprehensive Interlocal Agreement (ILA) that addresses pertinent concurrency attributes and removes former unnecessary language.			
EDUCATIONAL IMPACT: None			
OTHER REFERENCES OR NOTES:			
ACTION REQUIRED: Request Board approval.			
STRATEGIC ALIGNMENT:			
GOAL: E.3. Continuity: Improve operational continuity in the learning, work, and virtual/technological environment.			
REQUESTED BY: Shawn Dennis, Assistant Superintendent-Operations		DATE: 1/7/15	
ASSISTANT SUPERINTENDENT: 		DATE: 1/5/15	DATE OF BOARD APPROVAL:

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JAN 20 2015

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This Interlocal Agreement for Public School Facility Planning (hereinafter referred to as "ILA") is entered into between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the City of Pensacola, a municipal corporation of Florida (hereinafter referred to as "City"), and the School Board of Escambia County, Florida (hereinafter referred to as "School Board").

WHEREAS, the County, City and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, City, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local government; and

WHEREAS, Section 163.3177(6)(h), Florida Statutes, requires each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.3177 and 1013.33(2), Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, it is mutually beneficial for the County, City, and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Escambia County and to ensure that the impacts of new development occur only in accordance with the ability of the County, City and School Board to maintain adequate level of service standards; and

WHEREAS, Sections 1013.33(1), 163.3177, and 163.3180, Florida Statutes, require coordination of

planning between the school boards and local governing bodies to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

WHEREAS, public schools should be provided in proximity to the actual and projected population of school age children to be served by such schools; and

WHEREAS, the City or County have determined that schools define urban form and create a sense of place in a community and are the cornerstones of effective neighborhood design and a focal point for the development of neighborhood plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and

WHEREAS, the School Board has determined that the location of schools, as part of stable and well designed neighborhoods, enhances educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities; and

WHEREAS, the City or County are responsible for planning and providing other essential public facilities and will provide facilities in support of public school facilities and programs; and

WHEREAS, the County, City, and School Board have met and coordinated to develop a countywide, uniform school development impact program; and

WHEREAS, the School Board is obligated to maintain and implement a financially-feasible, 5-Year Work Plan based on the level of service standards provided for in this Agreement; and

WHEREAS, the City or County are required to amend their comprehensive plans and land development regulations, as appropriate and necessary, in order to effectuate their obligations under this Agreement and state statutes; and

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools on a county wide basis; and

WHEREAS, this Agreement neither is intended to nor does it delegate or transfer any land use planning or regulatory authority to the School Board; and

WHEREAS, the School Board, City and County enter into this agreement in fulfillment of their statutory requirements and in recognition of the benefits accruing to their citizens and students described above;

NOW THEREFORE, be it mutually agreed between the School Board, the County, and the City that the following procedures will be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

1.1 A staff working group of the County, School Board, and City Local Planning Agency, or their appointee, will meet on an as needed basis but not less than semi-annually to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, the implementation of school capacity availability plan co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the West Florida Regional Planning Council will also be invited to attend. At least one of the staff working group meetings will be held prior to April 1st each year to review subsequent school-related element amendments as required in Section 3.3. Escambia County will coordinate meeting arrangements and provide notification for the staff working group meetings.

1.2 One or more representatives of the County Commission, the governing body of each City, and the School Board will meet on an as needed basis but not less than annually in joint workshop sessions. The joint workshop sessions will be opportunities for the County Commission, the City and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, growth and development trends, school needs, off-site improvements, joint use opportunities, and the effectiveness with which the ILA is being implemented. Escambia County will coordinate meeting arrangements and provide notification for these workshops.

CALENDAR OF KEY ANNUAL DEADLINES

February 1	City's and County's Growth Reports to School Board
April 1	Staff working group meeting re enrollment projections and any proposed amendments to the school-related comprehensive plan provisions
August 1	School Board provides Tentative Educational Facilities Plan to City or County for review
September 1	City and County provide School Board with comments, if any, on Tentative Educational Facilities Plan
September 30	School Board's adoption of Educational Facilities Plan
December 1	Update of Five-Year Capital Facilities Plan adopted into City and County's comprehensive plans (NOTE: WORK PLAN No change to the Comprehensive Plan. Adopted as an update via an un-codified ordinance annually by the BOCC)

Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, City, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.

2.2 The School Board staff shall utilize the Department of Education (DOE) five-year countywide student enrollment projections.

2.3 The School Board, working with the City or County will consider the use of the information described in Section 3 to allocate projected student enrollment into the current school attendance zones so that the district-wide projections are not exceeded. The school attendance zones are established by mutual consent of the school district staff and local government staff as indicated in Section 4.6. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.

2.4 The School Board staff will evaluate growth and development trends prepared by the City or County. The School Board staff, working with the City or County staffs, will develop and apply student generation multipliers for residential units by type for schools of each type. The student generation rates shall be updated every year. The school enrollment projections will be included in the educational facilities plan provided to the City or County each year as specified in subsection 3.1 of this agreement.

Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: On August 1st of each year, the School Board shall submit to the City or County the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, and 20-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a 5-year period. The City and County shall review the plan and comment to the School Board within thirty (30) days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 9 of this agreement.

3.2 Educational Plant Survey: Six (6) months prior to the expiration of the Educational Plant Survey and during the update process, the staff working group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The staff working group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed at

subsections 5.3, 7.6, 7.7, and 8.1 of this agreement.

3.3 Growth and Development Trends: Annually, the local governments will provide the School Board with a report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in geographic information system compatible format for the purpose of geo-referencing the information in a format that is agreeable to the local governments and School Board. This report will be in tabular, graphic, and textual formats and may include the following:

- a. the type, number, and location of residential units which have received zoning approval, final subdivision and site plan approval;
- b. information regarding future land use map amendments;
- c. building permits and certificate of occupancy data for residential dwellings issued for the preceding year and their location;
- d. summary of vested rights determinations and other actions that affect demands for public school facilities;
- e. information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students and reflects existing land use; and
- f. the identification of any development orders issued.

Section 4. Coordinating School Capacity with Growth

4.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of the Escambia County School Board's 5-Year Work Plan, as well as intergovernmental coordination and capital improvements elements of the City or County comprehensive plans, in order to implement uniform district-wide school capacity planning based on school attendance zones.

4.2 Coordination of school capacity with growth will be accomplished using the same public school facilities data and analysis, and adoption of uniform and identical Level of Service (LOS) standards in each local government jurisdiction. In addition, it is the intent that uniform standards for school capacity availability system be adopted in the land development regulations of each local government to ensure a coordinated and consistent application of school review.

Once adopted, the County, City and School Board staffs shall annually review progress made toward the implementation of the coordinating and sharing of information as set forth in Section 3 of this Agreement, including a review of the data and analysis (e.g. population projections, student generation factors, future land use map amendments, permitting data, etc.), LOS standards, school attendance zone boundaries, and other relevant information and data. If one or more of the above listed parties desire to initiate a modification requiring an amendment to the ILA the following process shall be followed:

- a. The submitting party or parties shall provide a summary of the requested modifications and the impact of the modifications on the ILA and school development impact systems of the remaining parties.

- b. Within sixty (60) days of its receipt of the proposed modifications from the submitting party or parties, the reviewing parties shall provide written comments regarding the proposed modifications, and whether it consents or objects to the proposed modifications. If it objects, the reviewing party or parties shall provide reasons for its objections, and conditions that may result in the reviewing party or parties consenting to the proposed modifications.
- c. If the submitting party or parties and the reviewing party or parties are unable to resolve any disagreements and ultimately consent to the proposed modifications, the matter will be addressed through the dispute resolution process set forth in Section 9 of this Agreement.
- d. The County, City, and School Board agree that once a proposed modification has the consent of all other parties, or is determined to be appropriate through the dispute resolution process, each party will initiate changes required to implement the proposed modification to include any necessary comprehensive plan amendment(s), work program adjustments, and any other regulatory changes necessary to implement the modification.

4.3 Definitions

The terms used in this section shall be defined as follows:

- a. Available school capacity– the circumstance where there is sufficient permanent school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.
- b. Capacity – As defined in the FISH Manual, the number of students that may be housed in a facility at any given time based on a utilization percentage of the total number of existing satisfactory student stations.
- c. Existing school facilities – school facilities constructed and operational at the time a completed application for residential development is submitted to the County or City.
- d. FISH Manual – the document entitled “Florida Inventory of School Houses (FISH),” most recent edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the “FISH Manual”).
- e. Permanent FISH Capacity– Includes permanent buildings and Modular Capacity for modular buildings, which are Type II Non-combustible and have a 40 year life span. Excludes relocatables/portables.
- f. Permanent building - As defined in the FISH Manual, a structure built with a fixed foundation that has permanently attached walls, roof, and floor that cannot be moved or transported as a unit or in sections.
- g. Planned school facilities – school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board’s adopted 5-Year Work Plan.
- h. Previously Approved Developments – development approved as follows:

(i) Single-family lots of record; master plans that have received approval prior to the effective date of the initial Public School Facilities Element (PSFE); and single family subdivision plats actively being reviewed or that have received preliminary plat approval at the time of the adoption of the initial PSFE.

(ii) Residential developments that have received final site plan approval prior to the effective date of the initial PSFE, or residential site plans actively being reviewed at the time of the adoption of the initial PSFE.

i. Reserved capacity– School facility capacity set aside for a development including previously approved development or vested development that impacts schools but that is exempt from the terms of the ILA.

j. School Attendance Zones – The areas within which an evaluation is made by the local governments, in coordination with the School Board, whether adequate school capacity is available based on the adopted LOS standards.

k. Total School facilities – Existing school facilities and planned school facilities.

l. Used capacity– School facility capacity consumed by or reserved for development that has been approved for development.

m. 5-Year Work Program – the financially feasible 5-year school district facilities work program adopted pursuant to section 1013.35, Florida Statutes. Financial feasibility shall be determined using professionally accepted methodologies.

4.4 Level of Service Standards

a. The uniform methodology for determining if a particular school is over capacity shall be determined by the School Board. The level of service standards includes one component: FISH permanent capacity (excludes portables).

b. Modification of the adopted LOS standards shall only be accomplished through an amendment to the ILA. The procedure for proposing a change to the adopted LOS standards shall follow the process outlined above in Section 4.2.

c. The uniform, district-wide level-of-service standards are initially set as follows:

TYPE OF SCHOOL	LEVEL OF SERVICE STANDARD (FISH)
Existing or New Schools	100% of permanent FISH capacity
Centers (Special Purpose)	100% of permanent FISH capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.

Potential amendments to these levels-of-service standards shall be considered at least annually at the staff working group meeting to take place no later than April 1st of each year. If there is a consensus to amend any level-of-service standards, it shall be accomplished by the execution of an amendment to this ILA by all parties. The amended level-of-service shall not be effective until the amended ILA is fully executed and filed with the Clerk of the Circuit Court of Escambia County.

d. In evaluating a subdivision plat or site plan for school capacity, any relevant programmed improvements in the 5-Year Work Plan shall be considered available capacity for the project and factored into the level-of-service analysis.

e. The School Board shall ensure, to the extent practicable, the maximum utilization of permanent FISH capacity at the level of service standard, taking into account minimizing transportation costs, limiting maximum student travel times, the effect of court-ordered desegregation plans, and achieving socio-economic, racial and cultural diversity objectives. Maximum utilization refers to distributing students among the existing available capacity at the level of service standard as evenly as possible. Methods for the School Board to maximize utilization may include student attendance zone changes, school choice, expansion of existing facilities that are below the established level of service for a school of the same type, or other educationally acceptable teaching and/or scheduling methods.

4.5 School Impact Service Areas

a. For traditional schools: elementary (K-5), middle (6-8), combination (K-8) and high schools (9-12), the school service areas shall be the entire school district by service level, elementary, middle, and high school. For nontraditional schools and special purpose centers the school impact service area will be district-wide.

4.6 Determination of Adequate School Capacity

a. The City or County shall amend the development impact management systems in their land development regulations to require that all new residential units be reviewed for school concurrency capacity availability at the time of final plat or site plan (or functional equivalent) approval. The City or County may choose to provide an informational assessment of school capacity availability at the time of pre-application, but the test of school capacity availability shall be at preliminary plat. The County or City shall not deny a final plat or site plan (or functional equivalent) for the failure to achieve and maintain the adopted level-of-service for public school capacity where:

- (i) adequate school facilities will be in place or under actual construction within three (3) years after the issuance of the final plat or site plan (or functional equivalent);
- (ii) adequate school facilities are available in an adjacent service area and the impacts of development shall be shifted to that area consistent with subsection c.; or
- (iii) the developer executes a legally binding commitment, directed toward a project on the School Board's financially feasible 5-Year Work Plan, to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent).

However, this amended ILA shall not be construed to limit the authority of the City or County to deny the final plat or site plan (or functional equivalent) for reasons other than failure to achieve and maintain the adopted level-of-service for public school capacity. The City or County, in consultation with the School Board, shall also amend their development impact systems in their land development regulations to address public school facilities, so that the annual monitoring reports provided to their governing bodies shall cover schools as well as other facilities within sixty (60) days of the effective date of the adoption of amendment to the ILA.

b. The School Board shall be responsible for conducting the school capacity availability review and determining whether there is adequate school capacity for each level of school to accommodate the proposed development based on the adopted level of service standards, the school attendance zones and other standards set forth in this agreement and in the land development regulations as follows:

- (i) Calculate total school capacity by adding the capacity provided by existing school facilities to the capacity of any planned school facilities in the first 3 years of the School Board's financially feasible 5-Year Work Plan.
- (ii) Calculate available school capacity by subtracting from the total capacity the sum of:
 - a) Used capacity;
 - b) The portion of reserved capacity projected to be developed within three years;
 - c) The demand on schools created by the proposed development.

c. In the event that the School Board finds there is not sufficient capacity in the affected school attendance zone or an adjacent concurrency service area school attendance zone to address the impacts of a proposed development, the following steps shall apply;

- (i) the project must provide capacity enhancement sufficient to assure levels of service standards are achieved and maintained through proportionate share mitigation;
- (ii) the project must be delayed to a date when capacity enhancement and level-of-service can be assured; or
- (iii) a condition of approval of the site plan or preliminary plat (or functional equivalent) shall be that the project's development plan and/or building permits shall be delayed to a date when capacity enhancement and level-of-service can be assured.

d. Mitigation shall not be required when the adopted level of service standard cannot be met in a particular school attendance zone if the needed capacity for the development is available in one or more contiguous school attendance zones and the impacts of the development can be shifted to that school attendance zone. Where more than one concurrency school attendance zone is available to accommodate student impacts, the school board shall take into account the following factors: minimizing transportation costs, limiting maximum student travel times, the effect of desegregation plans, achieving socio-economic, racial and cultural diversity objectives, and recognizing the capacity commitments resulting from the city or county's development approvals for the school attendance zone and for contiguous school attendance zones.

4.7 Proportionate Share Mitigation

a. Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure of level-of-service for public school capacity will be specified in the County's and City's land development codes and this ILA. The amount of mitigation required shall be determined by the most current cost per student station applicable to Escambia County and where applicable shall include land costs. Options shall include the following:

- (i) contribution of or payment for acquisition of new or expanded school sites;
- (ii) construction or expansion of permanent school facilities;
- (iii) mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits.
- (iv) charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School District to ensure that if the Schools District is required it can efficiently operate the school.

b. In the event that the School Board reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards set forth in this Agreement otherwise would be exceeded, the following procedure shall be used.

- (i) The applicant shall initiate in writing a mitigation negotiation period with the School Board in order to establish an acceptable form of mitigation, pursuant to Section 163.3180, Florida Statutes, and this ILA.
- (ii) The following standards apply to any mitigation accepted by the School Board:
 - a) Proposed mitigation must be directed toward a permanent school capacity improvement identified in the School Board's financially feasible 5-Year Work Plan, which satisfies the demands created by the proposed development.
 - b) Mitigation shall be assured by a legally binding agreement between the School Board, the relevant local government, and the applicant executed prior to issuance of any building permit for the project.

c) Relocatable classrooms will not be accepted as mitigation.

c. The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station. The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

Summary of the Capacity Evaluation and Proportionate Share Mitigation:

Step 1: Determine the number of students to be generated by the development

Number of Dwelling Units (DU) in the proposed development (by unit type)
MULTIPLIED BY
Student Generation Rate (by type of DU and by School Type)
EQUALS
Number of Student Stations needed to serve the proposed development

Step 2: Compare the available capacity to the number of student stations calculated in Step 1 to assess the need for mitigation

Available Capacity
MINUS
The Number of new Student Stations needed to accommodate the proposed development
EQUALS
The shortfall (negative number) or surplus (positive number) of capacity to serve the development

Step 3: Evaluate the available capacity in contiguous service areas. If Step 2 results in a negative number, repeat that step for one or more contiguous service areas. If this step results in a negative number, then proceed to step 4 to calculate the proportionate share mitigation.

Step 4: Calculate proportionate share mitigation

Needed additional Student Stations from Step 3
MULTIPLIED BY
Average cost per Student Station
EQUALS
Proportionate-Share Mitigation Obligation

d. If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant and the School Board are able to agree to an acceptable form of mitigation, a legally binding

mitigation agreement shall be executed, which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements that will be provided by the County as required by state law.

e. If after 90 days the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the County in writing and the County will not issue a School Capacity Determination for the proposed development.

f. The School Board may grant two (2) 90-day extensions to the mitigation negotiation period.

g. Mitigation must be proportionate to the demand for public school facilities to be created by actual development of the property.

Section 5. School Site Selection, Significant Expansions, and Potential School Closures

5.1 The School Board tasks the Superintendent to appoint a committee to review potential sites for new schools and proposals for significant expansions and potential closure of existing schools. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee. The Committee will meet on an as needed basis.

5.2 When the need for a new school is identified in the district educational facilities plan, the appointed committee will review and provide comments on the list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant expansion and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in subsection 5.3 of this agreement will be considered by both the local government and appointed committee as each site or school is evaluated. Based on the information gathered during this review for new schools the Committee will make a recommendation to the Superintendent or designee of one or more sites in order of preference. For significant renovations and potential closures, the Committee will make appropriate recommendations.

5.3 The following issues will be considered by the appointed committee, the School Board, and the Local Governments when evaluating new school sites and significant expansion and potential closure of existing schools:

- a. The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
- b. The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;

- c. The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- d. Compatibility of the school site with present and projected uses of adjacent property;
- e. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- f. Site acquisition and development costs;
- g. Safe access to and from the school site by pedestrians and vehicles;
- h. Existing or planned availability of adequate public facilities and services to support the school;
- i. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;
- j. Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- k. Whether the site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- l. Whether the proposed location is in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
- m. Whether the proposed location is within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;
- n. Whether the proposed site can accommodate the required parking, circulation and queuing of vehicles;
- o. Whether the proposed location lies outside the area regulated by Section 333.03, Florida Statutes, regarding the construction of public educational facilities in the vicinity of an airport.

When evaluating new school sites, significant expansion, and potential closure of schools, the School Board reserves the right to proceed in such matters by establishing separate working groups from the members of the Committee and/or other representatives as deemed appropriate by the Committee.

5.4 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within thirty (30) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33, Florida Statutes.

Section 6. Supporting Infrastructure

6.1 In conjunction with the preliminary consistency determination described in subsection 5.4 of this agreement, the school board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant expansion of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals

7.1 The City or County will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, change residential density on the property that is the subject of the application. The City and County may at their discretion grant voting status to the School Board member. The School Board representative will be provided the agenda for each meeting along with any background materials in order to determine which meetings require their attendance. The County and/or City will indicate if the School Board representative is desired due to the circumstances of any particular case.

7.2 The School Board will appoint a representative to serve on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate in the City's staff development review committees, or equivalent body, when development and redevelopment proposals are proposed which could have a significant impact on student enrollment or school facilities. The City or County shall notify the School Board of all residential or mixed use site plan or subdivision applications for final plat approval 10 working days prior to the development review committee, or equivalent body, review of the application. The School District shall provide a determination regarding available school capacity no later than the development review committee, or equivalent body, meeting.

7.3 The City or County agree to give the School Board notification of land use applications, rezonings, and developments of regional impact pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least thirty (30) days prior to approval of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, and developments of regional impact.

7.4 Within fourteen (14) days after notification by the local government, the School Board Staff in coordination with the representative to Planning Boards will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application, rezoning, or development of regional impact as described in 7.3, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

7.5 If sufficient capacity is not available or planned to serve the proposed land use, rezoning, or development of regional impact, the School Board will consider how it proposes to meet the anticipated student enrollment demand. Site plan and subdivisions will be reviewed for available school capacity following the procedures in Section 4.

7.6 In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, the City or County will consider the following issues:

- a. School Board comments;
- b. Available school capacity or planned improvements to increase school capacity;
- c. The provision of school sites and facilities within planned neighborhoods;
- d. Compatibility of land uses adjacent to existing schools and reserved school sites;
- e. The co-location of parks, recreation and neighborhood facilities with school sites;
- f. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- g. Traffic circulation plans which serve schools and the surrounding neighborhood;
- h. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- i. The inclusion of school bus stops and turnarounds.

7.7 In formulating community development plans and programs, the City or County will consider the following issues:

- a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board district educational facilities plan;
- b. Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- c. Targeting community development improvements in older and distressed neighborhoods near schools; and
- d. Working to address and resolve multi-jurisdictional public school issues.

7.8 The County and the School Board adopted a separate interlocal agreement to define the applicable site development plan review requirements for projects initiated by the School Board on March 1, 2005.

Section 8. Co-location and Shared Use

8.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's

schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

8.2 The County and the School Board adopted a separate cooperative agreement on August 18, 2005 for a comprehensive system for joint use and maintenance of selected school grounds as recreational facilities. This agreement pledges to continue to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for the communities served by district schools.

Section 9. Resolution of Disputes

9.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

Section 10. Oversight Process

10.1 The staff working group described in Section 1.1 is assigned the responsibility to monitor the implementation of the ILA. Staff working group members shall be invited to attend all meetings referenced in Sections 1, 3, 4 and 5 and shall receive copies of all reports and documents produced pursuant to this ILA. All meetings of the staff working group shall be advertised in the local media to encourage public participation in this oversight process. The staff working group shall report annually to participating local governments, the School Board and the general public on the effectiveness with which the ILA is being implemented.

Section 11. Effective Date

11.1 This ILA shall become effective when executed and filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for filing the executed ILA.

Section 12. Amendment and termination of Agreement

12.1 Any party may elect to withdraw from participation in this ILA upon official action of its governing body and after 30 days written notice to the other parties to this ILA.

12.2 Any party may request changes to this ILA. Such changes must be set forth in a written amendment executed by the parties hereto.

Section 13. Expiration

13.1 The term of this ILA shall be for a period of ten years; provided however, that either party can request a review of the ILA every two years.

NOW IN WITNESS WHEREOF, this ILA has been executed by and on behalf of Escambia County, the city of Pensacola and the School Board of Escambia County on this 20th day of Jan, 2015.

School Board of Escambia County:

By: Patricia Hightower
Patricia Hightower
Chair, School Board of Escambia County, Florida

Attest: Malcolm Thomas
Malcolm Thomas
Superintendent, Escambia County School District

APPROVED FOR LEGAL CONTENT
FOR Jan 2015 AGENDA

DEC 17 2014
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

NOW IN WITNESS WHEREOF, this Interlocal Agreement ILA has been executed by and on behalf of Escambia County, the city of Pensacola and the School Board of Escambia County on this _____ day of _____, 2015.

School Board of Escambia County:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Chair

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JAN 20 2015

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

ENACTED:

EFFECTIVE:

NOW IN WITNESS WHEREOF, this ILA has been executed by and on behalf of Escambia County, the city of Pensacola and the School Board of Escambia County on this _____ day of _____, 2015.

City of Pensacola:

By:

City Manager, City of Pensacola

Attest:

City Clerk

NOW IN WITNESS WHEREOF, this ILA has been executed by and on behalf of Escambia County, the city of Pensacola and the School Board of Escambia County on this 20th day of Jan, 2015.

School Board of Escambia County:

By: Patricia Hightower
Patricia Hightower
Chair, School Board of Escambia County, Florida

APPROVED FOR LEGAL CONTENT
FOR Jan 2015 AGENDA

Attest: Malcolm Thomas
Malcolm Thomas
Superintendent, Escambia County School District

DEC 17 2014
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

NOW IN WITNESS WHEREOF, this Interlocal Agreement ILA has been executed by and on behalf of Escambia County, the city of Pensacola and the School Board of Escambia County on this _____ day of _____, 2015.

School Board of Escambia County:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry
Chair

Date Executed

4/14/2015

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JAN 20 2015

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: Pam Childers
DEPUTY CLERK



Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 4/10/15

BCC Approved 04-09-2015

NOW IN WITNESS WHEREOF, this ILA has been executed by and on behalf of Escambia County, the City of Pensacola and the School Board of Escambia County on this 3rd day of June, 2015.

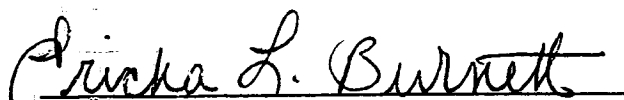
City of Pensacola:

By:

A handwritten signature in black ink, appearing to read "Ashton J. Hayward, III", written over a horizontal line.

Ashton J. Hayward, III
Mayor, City of Pensacola

Attest:

A handwritten signature in black ink, appearing to read "Erika L. Burnett", written over a horizontal line.

Erika Burnett
City Clerk

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the City of Pensacola, a municipal corporation of Florida (hereinafter referred to as "City"), the Town of Century, a municipal corporation of Florida (hereinafter referred to as "Town"), and the School Board of Escambia County (hereinafter referred to as "School Board").

WHEREAS, the County, City, Town and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, City, Town, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33(10), Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local government to the extent that the regulations are not in conflict with, or the subject regulated is not specifically addressed by chapter 1013, or the State Uniform Building Code, unless mutually agreed by the County, City, Town and School Board; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 1013.33(2)(a), Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in

which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, Sections 163.31777 and 163.3180(13)(g), Florida Statutes, set forth the school concurrency requirements that must be implemented through interlocal coordination between the County, City, Town and School Board; and

WHEREAS, it is mutually beneficial for the County, City, Town, and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Escambia County and to ensure that the impacts of new development occur only in accordance with the ability of the County, City, Town and School Board to maintain adequate level of service standards; and

WHEREAS, Sections 1013.33(1), 163.3177, and 163.3180(13), Florida Statutes, require coordination of planning between the school boards and local governing bodies to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

WHEREAS, public schools should be provided in proximity to the actual and projected population of school age children to be served by such schools; and

WHEREAS, the County, City and Town have determined that schools define urban form and create a sense of place in a community and are the cornerstones of effective neighborhood design and a focal point for the development of neighborhood plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and

WHEREAS, the School Board has determined that the location of schools, as part of stable and well designed neighborhoods enhances educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities; and

WHEREAS, the County, City and Town are responsible for planning and providing other essential public facilities and will provide facilities in support of public school facilities and programs; and

WHEREAS, the County, City, Town, and School Board have met and coordinated with respect to the statutory requirements for a countywide, uniform school concurrency program; and

WHEREAS, the School Board is obligated to maintain and implement a financially-feasible, 5-Year Work Plan based on the level of service standards provided for in this Agreement; and

WHEREAS, the County, City and Town are required to amend their comprehensive plans and land development regulations, as appropriate and necessary, in order to effectuate their obligations under this Agreement and state statute; and

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools on a county wide basis; and

WHEREAS, this Agreement neither is intended to nor does it delegate or transfer any land use planning or regulatory authority to the School Board; and

WHEREAS, the School Board, County, City and Town enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above;

NOW THEREFORE, be it mutually agreed between the School Board, the County, the City and the Town that the following procedures will be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

1.1 A staff working group of the County, School Board, City and Town will meet on an as needed basis but not less than semi-annually to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, the implementation of school concurrency, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the West Florida Regional Planning Council will also be invited to attend. At least one of the staff working group meetings will be held prior to April 1st to review subsequent school-related element amendments as required in Section 3.3. The West Florida Regional Planning Council will coordinate meeting arrangements and provide notification for the staff working group meetings.

1.2 One or more representatives of the County Commission, the governing body of each City and Town Council, and the School Board will meet on an as needed basis but not less than annually in joint workshop sessions. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the County Commission, the City and Town Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, growth and development trends, school needs, off-site improvements, joint use opportunities, and the effectiveness with which the Interlocal Agreement is being implemented. The West Florida Regional Planning Council will coordinate meeting arrangements and provide notification for these workshops.

CALENDAR OF KEY ANNUAL DEADLINES

February 1	City's, Town's and County's Growth Reports to School Board
April 1	Staff working group meeting re enrollment projections and any proposed amendments to the school-related comprehensive plan provisions
August 1	School Board provides Tentative Educational Facilities Plan to County, City and Town for review
September 1	City, Town and County provide School Board with comments, if any, on Tentative Educational Facilities Plan
September 30	School Board's adoption of Educational Facilities Plan
December 31	Update of Five-Year Capital Facilities Plan adopted into City's, Town's and County's comprehensive plans

Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, City, Town, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.

2.2 The School Board staff shall utilize the Department of Education (DOE) five-year countywide student enrollment projections. The School Board staff may make a request to the DOE to adjust its projections to reflect actual enrollment and development trends not anticipated in the DOE projections using the COHORT Projection Waiver available on the DOE website. In formulating such a request, the School Board staff will coordinate with the County, City and Town regarding future population projections and growth.

2.3 The School Board, working with the County, City, and Town will consider the use of the information described in Section 3.4 to allocate projected student enrollment into concurrency service areas so that the district-wide projections are not exceeded. The concurrency service areas are established by mutual consent of the school district staff and local government staff as indicated in Section 4.6. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.

2.4 The School Board staff will evaluate growth and development trends prepared by the County, City and Town. The School Board staff, working with the County, City and Town staffs, will develop and apply student generation multipliers for residential units by

type for schools of each type. The student generation rates shall be updated at least every two (2) years. The school enrollment projections will be included in the educational facilities plan provided to the County, City and Town each year as specified in subsection 3.1 of this agreement.

Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: On August 1st of each year, the School Board shall submit to the County, City and Town the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, and 20-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a 5-year period. The City, Town and County shall review the plan and comment to the School Board within thirty (30) days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 89 of this agreement.

3.2 Educational Plant Survey: Six (6) months prior to the expiration of the Educational Plant Survey and during the update process, the staff working group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The staff working group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed at subsections 5.3, 7.6, 7.7, and 8.1 of this agreement.

3.3 Public School Facilities Element:

- a. *Initial comprehensive plan amendments related to the Public Schools Facilities Element to satisfy Senate Bill 360 requirements:* The Public School Facilities Element and related amendments to the Capital Improvements Element and the Intergovernmental Coordination Element in the County's, City's and Town's comprehensive plans ("school-related element amendments" or "school-related element provisions") required to satisfy Senate Bill 360 are being adopted into the comprehensive plans of the County, City and Town after the execution of this amended interlocal agreement by the County, City and Town.

- b. *Subsequent school-related element amendments:* Thereafter, the experience under the revised comprehensive plans and the School Board's educational facilities plan shall be reviewed by the County, City and Town each year, at the first staff meeting described in subsection 1.1, to determine whether updates to the comprehensive plans are required. At a minimum, the School Board's 5-Year Work Plan shall be updated annually by the addition of a new fifth year as provided in Section 4.2. Any other amendments to the comprehensive plans shall be transmitted in time to allow their adoption concurrently with the update to the School Board's 5-Year Work Plan, where feasible.
- c. *School Board review of school-related element amendments:* All school-related element amendments shall be provided to the School Board at least sixty (60) days prior to transmittal public hearing (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (i) in writing at least 30 days prior to the local planning agency meeting on the school-related element amendment, or (ii) by attending and providing comments at the local planning agency meeting.
- d. *Countywide consistency of school-related element amendments:* The County's, City's and Town's school-related element provisions must be consistent with each other and with the School Board's facilities plans and policies. Each City and Town may choose to adopt all or a portion of the County's school-related element provisions into its comprehensive plan by reference, or it may adopt its own school-related element provisions. If the City and Town adopts its own school-related element provisions, any goal, objective, policy or other provision relevant to the establishment and maintenance of a uniform district-wide school concurrency system shall be substantially the same as its counterpart in the County comprehensive plan and the City's and Town's comprehensive plans. If any school-related element amendment is proposed that affects the uniform district-wide school concurrency system, it shall not become effective until the last party adopts it into its comprehensive plan. Once the City, Town and County have adopted such a plan amendment and these amendments have all become effective, then the new requirement shall apply countywide. The City, Town and County may adopt the School Board's 5-Year Work Plan into its comprehensive plans either by reference or by restatement of the relevant portions of that 5-Year Plan, but in no event shall the City, Town or County attempt to modify that 5-Year Plan. The County, City and Town agree to coordinate the timing of approval of school-related element amendments, to the extent that it is feasible to do so.
- e. *Evaluation and Appraisal Report:* In addition to the other coordination procedures provided for in this amended interlocal agreement, at the time of the Evaluation and Appraisal Report, the County, City and Town shall schedule at

least one (1) staff working group meeting with the School Board to address needed updates to the school-related plan provisions.

3.4 Growth and Development Trends: On February 1st of each year, the local governments will provide the School Board with a report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in geographic information system compatible format for the purpose of geo-referencing the information in a format that is agreeable to the local governments and School Board. This report will be in tabular, graphic, and textual formats and will include the following:

- a. the type, number, and location of residential units which have received zoning approval, final subdivision and site plan approval;
- b. information regarding future land use map amendments which may have an impact on school facilities;
- c. building permits and certificate of occupancy data for residential dwellings issued for the preceding year and their location;
- d. summary of vested rights determinations and other actions that affect demands for public school facilities;
- e. information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and
- f. the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

Section 4. Implementation of School Concurrency

4.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of the Escambia County School Board's 5-Year Work Plan, as well as the public school facilities elements, and the intergovernmental coordination and capital improvements elements of the County, City and Town comprehensive plans, in order to implement a uniform district-wide school concurrency system as required by law.

4.2 Comprehensive Plan

No later than November 1, 2008, the County, the City and Town will consider the adoption of Comprehensive Plan amendments to address school concurrency matters, including:

- a. Public School Facilities Element, pursuant to sections 163.3177(12) and 163.3180, Florida Statutes.

- b. Changes to the Intergovernmental Coordination Element necessary to effectuate school concurrency methodologies and processes, as provided herein.
- c. Changes to the Capital Improvements Element necessary to effectuate school concurrency methodologies and processes, provided herein.
- d. The School Board, County, City and Town shall use the processes and information sharing mechanisms outlined in this agreement to adopt the initial 5-Year Work Plan and public school facilities elements, and to ensure that the school concurrency system is updated, the School Board's 5-Year Work Plan remains financially feasible in the future, and any desired modifications are made. An updated 5-Year Work Plan will be adopted by reference or inclusion into the County's, City's and Town's capital improvement elements no later than December 31 of each year.

4.3 Land Development Regulations

Within 6 months following the adoption of amendments to the County's, City's and Town's Comprehensive Plans, as provided herein, the local governments will consider the adoption of a "School Concurrency Ordinance" and will make other necessary changes to the land development regulations to implement school concurrency consistent with the Comprehensive Plan, state law (sections 163.3180 and 163.3202, Florida Statutes), and the terms of this Agreement.

4.4 Definitions

The terms used in this section shall be defined as follows:

- a. Available school capacity-- the circumstance where there is sufficient permanent school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.
- b. Capacity-- As defined in the FISH Manual, the number of students that may be housed in a facility at any given time based on a utilization percentage of the total number of existing satisfactory student stations.
- c. Existing school facilities – school facilities constructed and operational at the time a School Concurrency Application is submitted to the County, City or Town.
- d. Fish Manual – the document entitled "Florida Inventory of School Houses (FISH)," 2006 edition or most recent edition, and that is published by the Florida Department of Education, Office of Educational Facilities (thereinafter the "FISH Manual").
- e. Permanent FISH Capacity– capacity of "permanent buildings."

- f. Permanent building - As defined in the FISH Manual, a structure built with a fixed foundation that has permanently attached walls, roof, and floor that cannot be moved or transported as a unit or in sections.
- g. Planned school facilities – school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board’s adopted 5-Year Work Plan.
- h. Previously Approved Development – development approved as follows:
 - (ii) Single-family lots of record having received final plat approval prior to the effective date of the County’s School Concurrency Ordinance.
 - (iii) Multi-family residential development having received final site plan approval prior to the effective date of the County’s School Concurrency Ordinance.
- i. Reserved capacity– School facility capacity set aside for a development or use other than those set aside pursuant to a School Concurrency Application, including previously approved development or vested development that impacts schools but that is exempt from the terms of the County’s, City’s or Town’s School Concurrency Ordinance.
- j. Total School facilities – Existing school facilities and planned school facilities.
- k. Used capacity– School facility capacity consumed by or reserved for development that has been approved for concurrency pursuant to a School Concurrency Application.
- l. 5-Year Work Program – the financially feasible 5-year school district facilities work program adopted pursuant to section 1013.35, Florida Statutes. Financial feasibility shall be determined using professionally accepted methodologies.

4.5 Level of Service Standards

- a. The uniform methodology for determining if a particular school is overcapacity shall be determined by the School Board and adopted into the County, City and Town’s Comprehensive Plans. The level of service standards include three components: FISH permanent capacity (excludes portables), core capacity and maximum school size.
- b. The uniform, district-wide level-of-service standards are initially set as follows, and shall be adopted in the County, City and Town’s public school facilities elements and capital improvements elements:

<u>TYPE OF SCHOOL</u>	<u>LEVEL-OF-SERVICE STANDARD</u>
Existing Schools	100% of FISH permanent capacity
New or Expansion to Elementary (K-5)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 800
New or Expansion to Middle (6-8)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 1,200
New or Expansion to High (9-12)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 2,000
New or Expansion to Combination (K-8)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 2,000
Centers (Special Purpose)	100% of FISH permanent capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.

<u>LEVEL-OF-SERVICE STANDARD FOR CORE FACILITIES (K-5, 6-8, K-8)</u>	
Dining/Kitchen	100% of permanent Total Capacity*

*Total Capacity for the Dining/Kitchen facility shall be based on a standard of three (3) feeding periods per day based on the design capacity of the core facilities.

<u>LEVEL-OF-SERVICE STANDARD FOR CORE FACILITIES (9-12)</u>	
Dining/Kitchen	100% of permanent Total Capacity*

*Total Capacity for the Dining/Kitchen facility shall be based on a standard of four (4) feeding periods per day based on the design capacity of the core facilities.

Potential amendments to these levels-of-service shall be considered at least annually at the staff working group meeting to take place no later than April 15 of each year. If there is a consensus to amend any level-of-service, it shall be accomplished by the execution of an amendment to this interlocal agreement by all parties and the adoption of amendments to the County, City and Town's comprehensive plans. The amended level-of-service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed and filed with the Clerk of the Circuit Court of Escambia County. No level-of-service shall be amended without a showing that the amended level-of-service is financially feasible and can be achieved and maintained over the five years of the Work Plan.

- c. In evaluating a subdivision plat or site plan for concurrency, any relevant programmed improvements in years 1, 2, or 3 of the 5-Year Work Plan shall be considered available capacity for the project and factored into the level-of-service analysis. Any relevant programmed improvements in years 4 or 5 of the 5-Year Work Plan shall not be considered available capacity for the project unless funding of the improvement is assured, through School Board funding, the proportionate share mitigation process, or some other means of assuring adequate capacity will be available.
- d. The School Board shall ensure to the extent practicable, the maximum utilization of permanent FISH capacity at the level of service standard, taking into account minimizing transportation costs, limiting maximum student travel times, the effect of court-ordered desegregation plans, achieving socio-economic, racial and cultural diversity objectives and other factors provided in Section 4.2. Maximum utilization refers to distributing students among the existing available capacity at the level of service standard as evenly as possible. Methods for the School Board to maximize utilization may include student attendance zone changes, school choice, expansion of existing facilities that are below the established level of service for a school of the same type, or other educational acceptable teaching and/or scheduling methods.

4.6 School Concurrency Service Areas

- a. For traditional schools: elementary (K-5), middle (6-8), combination (K-8) and high schools (8-12), the school concurrency service areas shall be coterminous with the student attendance zones. For non-traditional schools and special purpose centers the school concurrency service area will be district-wide.
- b. Future amendments to the school concurrency service areas to establish boundaries other than those that are coterminous with student attendance zones, may be accomplished by the School Board only after review and comment by the local governments within Escambia County. If there is a consensus to amend the concurrency service area to establish boundaries other than those that are

coterminous with student attendance zones, it shall be accomplished by the execution of an amendment to this interlocal agreement by all parties and by amendment to the comprehensive plan. The amended concurrency service area shall not be effective until the amended interlocal agreement is fully executed and the comprehensive plan amendments are in effect. No concurrency service area shall be amended without a showing that the amended concurrency service area boundaries are financially feasible

- c. School Concurrency Service Areas shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public schools in accordance with the level of service standards, taking into account minimizing transportation costs, limiting maximum student travel times, the effect of desegregation plans, achieving socio-economic, racial and cultural diversity objectives, and recognizing the capacity commitments resulting from the local governments' within Escambia County's development approvals for the concurrency service area and for contiguous concurrency service areas.

4.7 Concurrency Determination

- a. The County, City and Town shall amend the concurrency management systems in their land development regulations to require that all new residential units be reviewed for school concurrency at the time of final plat or site plan (or functional equivalent), within 60 days of the effective date of adoption of the school facilities element. The County, City and Town may choose to provide an informational assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat. The County, City or Town shall not deny a final plat or site plan (or functional equivalent) for the failure to achieve and maintain the adopted level-of-service for public school capacity where:
 - (i) adequate school facilities will be in place or under actual construction within three (3) years after the issuance of the final plat or site plan (or functional equivalent);
 - (ii) adequate school facilities are available in an adjacent concurrency service area and the impacts of development shall be shifted to that area consistent with subsection c.; or
 - (iii) the developer executes a legally binding commitment, directed toward a project on the School Board's financially feasible 5-Year Work Plan, to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent).

However, this amended interlocal agreement shall not be construed to limit the authority of the City, Town or County to deny the final plat or site plan (or functional equivalent) for reasons other than failure to achieve and maintain the adopted level-of-service for public school capacity. The County, City and Town, in consultation with the School Board, shall also amend their concurrency management systems in their land development regulations to address public school facilities, so that the annual monitoring reports provided to their governing bodies shall cover schools as well as the other concurrency facilities within sixty (60) days of the effective date of the adoption of the public school facilities element.

- b. The School Board shall be responsible for conducting the concurrency review and determining whether there is adequate school capacity for each level of school to accommodate the proposed development based on the adopted level of service standards, the concurrency service areas and other standards set forth in this agreement and in the land development regulations as follows:
 - (i) Calculate total school capacity by adding the capacity provided by existing school facilities to the capacity of any planned school facilities in the first 3 years of the School Board's financially feasible 5-Year Work Plan.
 - (ii) Calculate available school capacity by subtracting from the total capacity the sum of:
 - a) Used capacity;
 - b) The portion of reserved capacity projected to be developed within three years;
 - c) The demand on schools created by the proposed development.
- c. In the event that the School Board comments find that there is not sufficient capacity in the affected concurrency service area or an adjacent concurrency service area to address the impacts of a proposed development, the following steps shall apply;
 - (i) the project must provide capacity enhancement sufficient to assure levels of service standards are achieved and maintained through proportionate share mitigation;
 - (ii) the project must be delayed to a date when capacity enhancement and level-of-service can be assured; or
 - (iii) a condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development plan and/or building permits shall be delayed to a date when capacity enhancement and level-of-service can be assured.

- d. Mitigation shall not be required when the adopted level of service standard cannot be met in a particular concurrency service area if the needed capacity for the development is available in one or more contiguous concurrency service areas and the impacts of the development can be shifted to that concurrency service area. Where more than one concurrency service area is available to accommodate student impacts, the School Board shall take into account the following factors: minimizing transportation costs, limiting maximum student travel times, the effect of desegregation plans, achieving socio-economic, racial and cultural diversity objectives, and recognizing the capacity commitments resulting from the County, City and Town's development approvals for the concurrency service area and for contiguous concurrency service areas.

4.8 Proportionate Share Mitigation

- a. Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure of level-of-service for public school capacity will be specified in the County's, City's and Town's public school facilities elements. The amount of mitigation required shall be determined by the most current cost per student station applicable to Escambia County and where applicable shall include land costs. Options shall include the following:
 - (i) contribution of or payment for acquisition of new or expanded school sites;
 - (ii) construction or expansion of permanent school facilities;
 - (iii) mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and
 - (iv) charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School District to ensure that if the Schools District is required it can efficiently operate the school.
- b. In the event that the School Board reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards set forth in this Agreement otherwise would be exceeded, the following procedure shall be used.
 - (i) The applicant shall initiate in writing a mitigation negotiation period with the School Board in order to establish an acceptable form of mitigation, pursuant to Section 163.3180(c), Florida Statutes, the

County's, City's and Town's School Concurrency Ordinance, and this agreement.

(ii) The following standards apply to any mitigation accepted by the School Board:

- a) Proposed mitigation must be directed toward a permanent school capacity improvement identified in the School Board's financially feasible 5-Year Work Plan, which satisfies the demands created by the proposed development.
 - b) Mitigation shall be assured by a legally binding development agreement between the School Board, the relevant local government, and the applicant executed prior to issuance of any building permit for the project.
 - c) Relocatable classrooms will not be accepted as mitigation.
- c. In accordance with section 163.3180(13), Florida Statutes, the applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station. The average cost per student station shall include school facility development costs and land costs. Pursuant to Section 163.3180(13)(e)(2), Florida Statutes, the applicant's proportionate-share mitigation obligation will be credited toward any other impact fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

Summary of the Concurrency Evaluation and Proportionate Share Mitigation

Step 1: Determine the number of students to be generated by the development

Number of Dwelling Units (DU) in the proposed development (by unit type)

MULTIPLIED BY

Student Generation Rate (by type of DU and by School Type)

EQUALS

Number of Student Stations needed to serve the proposed development

Step 2: Compare the available capacity to the number of student stations calculated in Step 1 to assess the need for mitigation

Available Capacity

MINUS

The Number of new Student Stations needed to accommodate the proposed development

EQUALS

The shortfall (negative number) or surplus (positive number) of capacity to serve the development

Step 3: Evaluate the available capacity in contiguous service areas. If Step 2 results in a negative number, repeat that step for one or more contiguous service areas. If this step results in a negative number, then proceed to step 4 to calculate the proportionate share mitigation.

Step 4: Calculate proportionate share mitigation

Needed additional Student Stations from Step 3

MULTIPLIED BY

Average cost per Student Station

EQUALS

Proportionate-Share Mitigation Obligation

- d. If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant and the School Board are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed, which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements that will be provided by the County as required by state law.

- e. If after 90 days the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the County in writing and the County will not issue a School Concurrency Determination for the proposed development.
- f. The School Board may grant two (2) 90-day extensions to the mitigation negotiation period.
- g. Mitigation must be proportionate to the demand for public school facilities to be created by actual development of the property.

Section 5. School Site Selection, Significant Expansions, and Potential School Closures

5.1 The School Board tasks the Superintendent to appoint a committee to review potential sites for new schools and proposals for significant expansions and potential closure of existing schools. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee. The Committee will meet on an as needed basis.

5.2 When the need for a new school is identified in the district educational facilities plan, the appointed committee will review and provide comments on the list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant expansion and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in subsection 5.3 of this agreement will be considered by both the local government and appointed committee as each site or school is evaluated. Based on the information gathered during this review for new schools the Committee will make a recommendation to the Superintendent or designee of one or more sites in order of preference. For significant renovations and potential closures, the Committee will make appropriate recommendations.

5.3 The following issues will be considered by the appointed committee, the School Board, and the Local Governments when evaluating new school sites and significant expansion and potential closure of existing schools:

- a. The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;

- b. The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;
- c. The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- d. Compatibility of the school site with present and projected uses of adjacent property;
- e. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- f. Site acquisition and development costs;
- g. Safe access to and from the school site by pedestrians and vehicles;
- h. Existing or planned availability of adequate public facilities and services to support the school;
- i. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;
- j. Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- k. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- l. The proposed location is not in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
- m. The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;
- n. The proposed site can accommodate the required parking, circulation and queuing of vehicles;
- o. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

When evaluating new school sites, significant expansion, and potential closure of schools, the District reserves the right to proceed in such matters by establishing separate

working groups from the members of the Committee and/or other representatives as deemed appropriate by the Committee.

5.4 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within thirty (30) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(12), Florida Statutes.

Section 6. Supporting Infrastructure

6.1 In conjunction with the preliminary consistency determination described at subsection in 5.4 of this agreement, the school board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant expansion of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals

7.1 The County, City and Town will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, change residential density on the property that is the subject of the application. The City, Town and County may at their discretion grant voting status to the school board member. The School Board representative will be provided the agenda for each meeting along with any background materials in order to determine which meetings require their attendance. The County, City and/or Town will indicate if the School Board representative is desired due to the circumstances of any particular case.

7.2 The School Board will appoint a representative to serve on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate in the City and Town's staff development review committees, or equivalent body, when development and redevelopment proposals are proposed which could have a significant impact on student enrollment or school facilities. The County, City and Town shall notify the School Board of all residential or mixed use site plan or subdivision applications for final plat approval 10 working days prior to the development review committee, or equivalent body, review of the application. The School District shall provide a determination regarding available

concurrency no later than the development review committee, or equivalent body, meeting.

7.3 The County, City and Town agree to give the School Board notification of land use applications, rezonings, and developments of regional impact pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least thirty (30) days prior to approval of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, and developments of regional impact.

7.4 Within fourteen (14) days after notification by the local government, the School District Staff in coordination with the representative to Planning Boards will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application, rezoning, or development of regional impact as described in 7.3, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

7.5 If sufficient capacity is not available or planned to serve the proposed land use, rezoning, or development of regional impact, the School Board will consider how it proposes to meet the anticipated student enrollment demand. Site plan and subdivisions will be reviewed for concurrency following the procedures in Section 4.

7.6 In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, the County, City and Town will consider the following issues:

- a. School Board comments;
- b. Available school capacity or planned improvements to increase school capacity;
- c. The provision of school sites and facilities within planned neighborhoods;
- d. Compatibility of land uses adjacent to existing schools and reserved school sites;
- e. The co-location of parks, recreation and neighborhood facilities with school sites;
- f. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- g. Traffic circulation plans which serve schools and the surrounding neighborhood;

- h. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- i. The inclusion of school bus stops and turnarounds.

7.7 In formulating community development plans and programs, the County, City and Town will consider the following issues:

- a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board district educational facilities plan;
- b. Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- c. Targeting community development improvements in older and distressed neighborhoods near schools; and
- d. Working to address and resolve multi-jurisdictional public school issues.

7.8 The County and the School Board adopted a separate interlocal agreement to define the applicable site development plan review requirements for projects initiated by the School Board on March 1, 2005.

Section 8. Co-location and Shared Use

8.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

8.2 The County and the School Board adopted a separate cooperative agreement on August 18, 2005 for a comprehensive system for joint use and maintenance of selected school grounds as recreational facilities. This agreement pledges to continue to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for the communities served by district schools.

Section 9. Resolution of Disputes

9.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

Section 10. Oversight Process

10.1 The Staff Working Group is assigned the responsibility to monitor the implementation of the interlocal agreement. Staff Working Group members shall be invited to attend all meetings referenced in Sections 1, 3, 4 and 5 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. All meetings of the Staff Working Group shall be advertised in the local media to encourage public participation in this oversight process. The Staff Working Group shall report annually to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented.

Section 11. Effective Date

11.1 This agreement shall become effective when executed and filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for filing the executed Agreement.

Section 12. Amendment and termination of Agreement

12.1 Any party may elect to withdraw from participation in this Agreement upon official action of its governing body and after 30 days written notice to the other parties to this Agreement.

12.2 Any party may request changes to this Agreement. Such changes must be set forth in a written amendment executed by the parties hereto.

Section 13. Expiration

13.1 The term of this Agreement shall be for a period of ten years; provided however, that either party can request a review of the Agreement every two years.

NOW IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Escambia County, the City of Pensacola, Town of Century, and the School Board of Escambia County on this 15th day of August, 2006.

School Board of Escambia County

By: Patty Hightower for
Chairman, School Board of Escambia County

APPROVED
SCHOOL BOARD ESCAMBIA COUNTY

AUG 15 2006

Attest: [Signature]
Superintendent, Escambia County School District

JIM PAUL, SUPERINTENDENT OF SCHOOLS
VERIFIED BY RECORDING SECRETARY

APPROVED AS TO FORM

AUG 03 2006
[Signature]
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

NOW IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Escambia County, the City of Pensacola, Town of Century, and the School Board of Escambia County on this _____ day of _____, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Date Executed

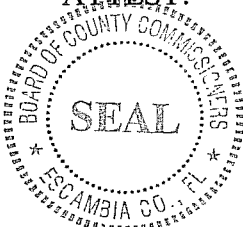
August 8, 2006



D.M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



(SEAL)

Doris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency

By [Signature]
Title Deputy County Attorney
Date 8/4/06

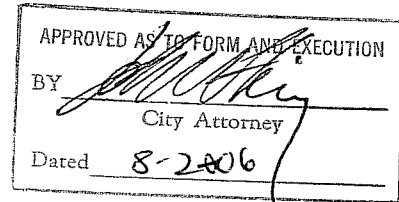
ENACTED: August 3, 2006

EFFECTIVE: See Section 11

NOW IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Escambia County, the City of Pensacola, Town of Century, and the School Board of Escambia County on this 2nd day of August, 2006.

City of Pensacola

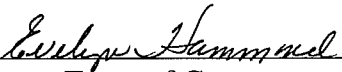
By: [Signature]
City Manager, City of Pensacola

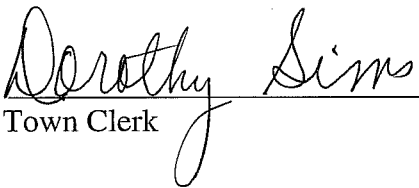


Attest: [Signature]
ASST. City Clerk, ROBYN M. TICE

NOW IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Escambia County, the City of Pensacola, Town of Century, and the School Board of Escambia County on this 17th day of July, 2006.

Town of Century:

By: 
Mayor, Town of Century

Attest: 
Town Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1233

Agenda Conference

1/13/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2024-103 - SUPPORTING AWARD OF FLORIDA STATE FUNDING THROUGH PARTNERSHIP WITH CONSERVATION FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT

RECOMMENDATION:

That City Council adopt Resolution No. 2024-103:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA;
SUPPORTING AWARD OF FLORIDA STATE FUNDING THROUGH PARTNERSHIP WITH
CONSERVATION FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The long cherished 22.5 acre Bay Bluffs Park, known for its unique red bluffs that overlook Pensacola Bay, has been closed since March 2023 due to extreme weathering and erosion that has rendered the area unsafe. The significant repair needs have required the City of Pensacola to seek out grant funding opportunities and partnerships to successfully repair and re-open the park for the good of the community, to provide citizens with physical health resources, enrich cultural experiences and tourism, and enhance and preserve natural habitat.

In June 2024, Governor DeSantis awarded Conservation Florida and the City of Pensacola \$2.2 million for a project to be known as the "Bay Bluffs Park Revitalization Project." The grant will fund demolition, repair and reconstruction of condemned boardwalks, and rehabilitation and improvement of park amenities. The planning and design phase of the project will also include community engagement to ensure Bay Bluffs Park meets the needs and expectations of residents and visitors.

Conservation Florida will administrate the grant agreement with the Florida Department of Environmental Protection (DEP) and needs a resolution of support from the City to accept grant funds as the "grantee" on behalf of the City of Pensacola, and to obtain an executed grant agreement. Subsequently, Conservation Florida and the City of Pensacola will enter into

a joint partnership agreement to conduct activities related to the grant award for the betterment of the City of Pensacola.

The following estimated project timeline is currently being reviewed by DEP to incorporate it into the pending grant agreement and is, therefore, subject to change, however it is provided here for illustration purposes:

<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
1. Drafted/ Executed Grant and Joint Partnership Agreement	12/15/24	2/20/2025
2. Planning, Design, Community Engagement, Surveying, Testing	3/1/25	9/30/2025
3. Construction Bidding and Contract Award	10/1/25	12/31/25
4. Mobilization and Construction	1/1/26	11/30/26
5. Project Closeout and Ribbon Cutting	12/1/26	1/31/27

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Funds will be appropriated through a supplemental budget resolution during approval of the grant / joint partnership agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/27/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. Resolution No. 2024-103

PRESENTATION: No

RESOLUTION
NO: 2024-103

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING AWARD OF FLORIDA STATE FUNDING THROUGH PARTNERSHIP WITH CONSERVATION FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT.

WHEREAS The City of Pensacola desires to provide citizens with recreational and health resources through its vast array of recreational parks and trails across its city limits and;

WHEREAS, the long cherished 22.5 acre Bay Bluffs Park, known for its unique red bluffs which overlook the Pensacola Bay, has been closed since March of 2023 due to extreme weather and erosion which has rendered the area unsafe and;

WHEREAS, estimated repairs have exceeded \$1 million, requiring the City of Pensacola to seek out grant funding opportunities and partnerships to meet the needs of successfully repairing and mitigating Bay Bluffs Park for the good of the community and;

WHEREAS, In June of 2024, Gov. DeSantis awarded Conservation Florida and the City of Pensacola \$2.2 million for a project to be known as the “Bay Bluffs Park Revitalization Project,” with funds to conduct such activities as to include demolishing and rebuilding condemned boardwalks, rehabilitating and improving park amenities, and incorporating community input to ensure Bay Bluffs Park meets the needs and expectations of residents and visitors.

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

Section 1. The City Council supports Conservation Florida accepting these grant award funds as the “grantee” on behalf of the City of Pensacola.

Section 2. The City Council hereby authorizes the City of Pensacola to enter into a joint partnership agreement with Conservation Florida to conduct activities related to this grant award for the betterment of the City of Pensacola.

Section 3. The City Council hereby authorizes the Mayor to take all actions necessary to execute all documents relating to the grant award.

Section 4. This Resolution shall become effective the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1206

Agenda Conference

1/13/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2024-102 - SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

RECOMMENDATION:

That City Council adopt Resolution No. 2024-102.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION TRANSPORTATION ALTERNATIVES PROGRAM TO DESIGN AND CONSTRUCT PEDESTRIAN FACILITIES ON NORTH J STREET AND PEDESTRIAN AND BICYCLE FACILITIES ON EAST MAXWELL STREET; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Staff requests approval of a resolution of support for the annual Transportation Alternatives (TA) Program project submission to the Florida Department of Transportation (FDOT). This cycle, staff intends to submit a design and construction request for two segments:

- North J Street from Garden Street to West Brainerd Street for 0.75 miles.
- East Maxwell Street from North Palafox Street to North Hayne Street for 0.34 miles.

The City's number one TA priority last year of E Maxwell St from N Hayne St to N 9th ave was funded by FDOT so City staff would like to close the gap in connectivity by continuing to install facilities westward to N Palafox St. Due to limited right of way, the intent is to repurpose the outer right lane into a protected bicycle and pedestrian path.

The J Street sidewalk was also submitted last year and was the number two TPO priority, however, it was not funded by FDOT. City staff recommends resubmitting this project again.

The majority of the project blocks are identified as high on the City sidewalk priority model. The projects also meet the criteria established by the Florida-Alabama Transportation Planning Organization (TPO) which is used to rank projects based on safety, connectivity, location efficiency, and proximity to school. Projects score higher if they are located near areas with historic crashes, corridors with high traffic volumes, and land uses that are diverse, serving commercial, residential, and recreational needs.

Program Background

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

As a member of the Florida-Alabama Transportation Planning Organization (TPO), the City must submit projects to the TPO to be collectively prioritized for submittal to the FDOT. FDOT will only be reviewing the top three (3) priorities from each TPO area.

PRIOR ACTION:

January 18, 2024 - City Council approved Resolution No. 2024-8 supporting an application for Transportation Alternatives funding to design and construct a sidewalk on North J St from Garden St to West Brainerd St and East Maxwell St from North Hayne St to North 12th Ave.

FUNDING:

Budget:	\$939,414.55	East Maxwell Street
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	<u>\$ 888,497.41</u>	North J Street
--	----------------------	----------------

	<u>\$1,827,911.96</u>	Total
--	-----------------------	-------

Actual:	\$663,269.59	Construction
---------	--------------	--------------

	\$165,000.00	Design
--	--------------	--------

	\$44,818.00	Construction, Engineering, and Inspection (CEI)
--	-------------	---

	<u>\$66,326.96</u>	Contingency
--	--------------------	-------------

	<u>\$939,414.55</u>	East Maxwell Street Total
--	---------------------	---------------------------

	\$591,751.89	Construction
--	--------------	--------------

	\$165,690.00	Design
--	--------------	--------

	\$71,880.33	Construction, Engineering, and Inspection (CEI)
--	-------------	---

\$59,175.19 Contingency
\$888,497.41 North J Street Total

FINANCIAL IMPACT:

There is no required match. If the funding request is approved by the FDOT, a legislative item will be brought before City Council for approval to accept the grant as well as a supplemental budget resolution appropriating the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Tootle, PE - Director of Public Works & Engineering

ATTACHMENTS:

1. Resolution No. 2024-102
2. North J Street Location Map
3. East Maxwell Street Location Map

PRESENTATION: No

RESOLUTION
NO. 2024-102

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION TRANSPORTATION ALTERNATIVES PROGRAM TO DESIGN AND CONSTRUCT PEDESTRIAN FACILITIES ON NORTH J STREET AND PEDESTRIAN AND BICYCLE FACILITIES ON EAST MAXWELL STREET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has an interest in promoting and encouraging alternative modes of transportation to support revitalization and connectivity; and

WHEREAS, the following proposed projects are endorsed by the City Council of the City of Pensacola:

Design and construction of a sidewalk on North J Street from Garden Street to West Brainerd St. for 0.75 miles.

Design and construction of a bicycle and pedestrian path on East Maxwell Street from North Palafox Street to North Hayne Street for 0.34 miles.

WHEREAS, a majority of the Project blocks are considered high in the City of Pensacola Sidewalk Prioritization Model.

WHEREAS, Federal Transportation Alternatives (TA) Program funds are now available for transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, the Project meets the eligibility requirements for funding; and

WHEREAS, in order that these improvements may be constructed to the fullest extent, the City Council of the City of Pensacola supports filing an application with the State of Florida Department of Transportation to design and construct the Project;

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

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

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

welfare of the citizens of the City of Pensacola.

Section 3. That the City Council of the City of Pensacola, in furtherance of such purpose, supports filing an application with the State of Florida Department of Transportation for Federal Transportation Alternatives (TA) program funding for the Project.

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

Section 5. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

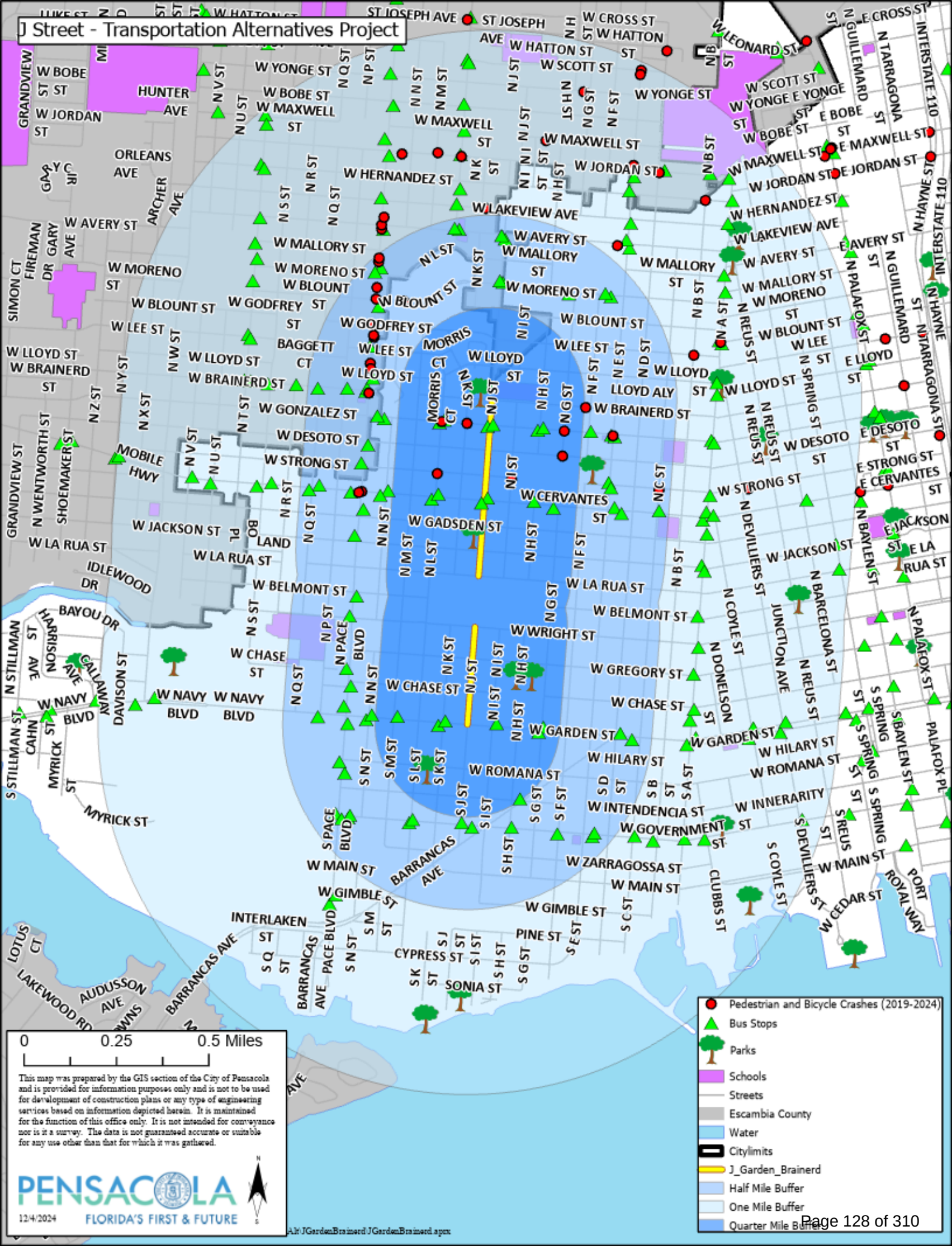
Adopted: _____

Approved: _____
President of City Council

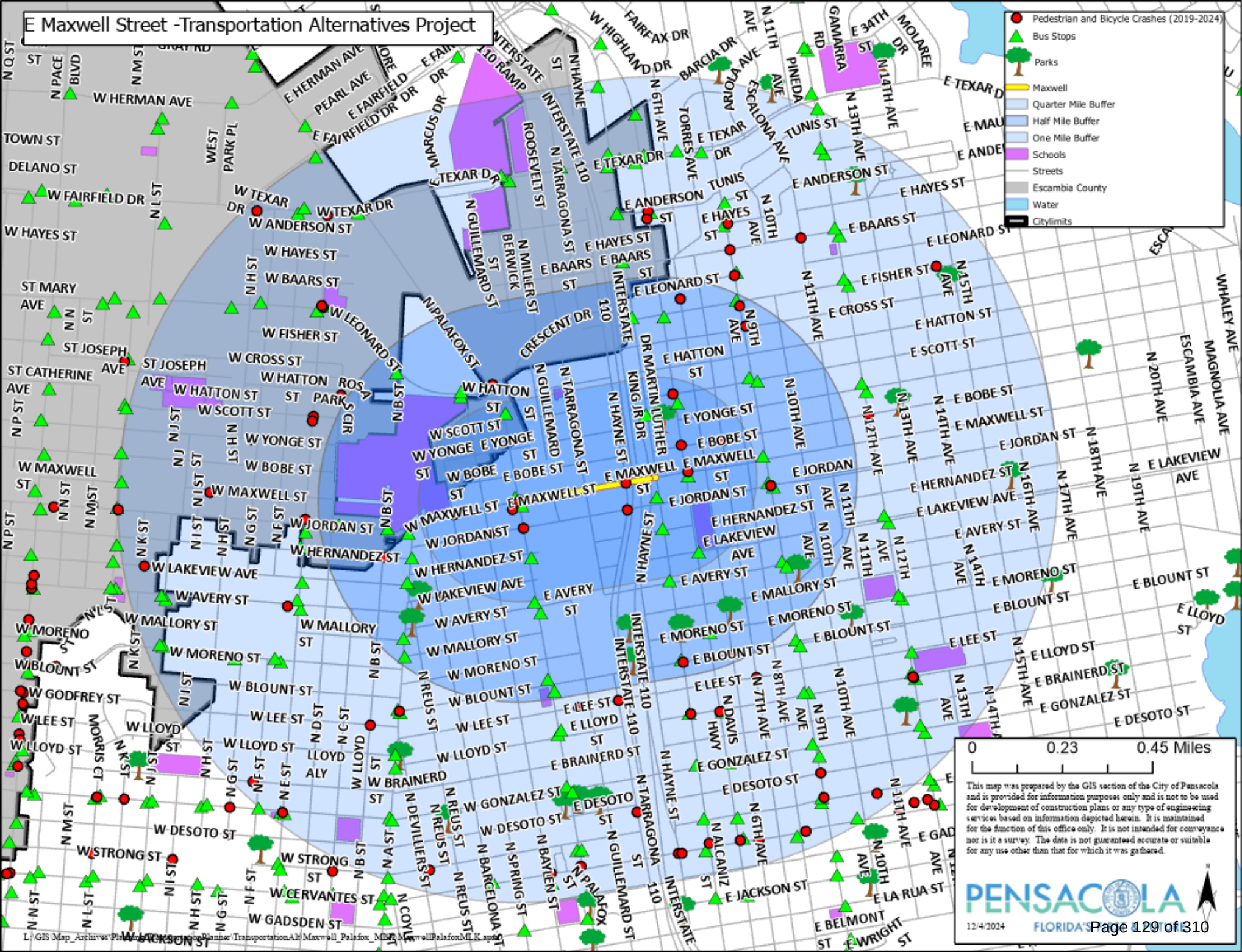
ATTEST:

City Clerk

Street - Transportation Alternatives Project



E Maxwell Street -Transportation Alternatives Project



This map was prepared by the GIS section of the City of Panama and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1075

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF FY2024 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY FOUNDATION

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Bulletproof Vest Program grant award with Patrick Leahy Foundation in the amount of \$13,703.42. Further that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The requested amount of \$13,703.42 is to be used as matching funds for a \$13,703.42 grant from the Patrick Leahy Bulletproof Vest Partnership to purchase a total of 49 armored bulletproof vests (29 male vests and 20 female vests) for PPD officers. Some of the current vests issued to officers have already reached their five-year expiration date while others will soon be expiring. In addition, more vests need to be purchased for new officers.

PRIOR ACTION:

November 10, 2022 - City Council adopted Supplemental Budget Resolution No. 2022-103 - FY2022 Bulletproof Vest Program Partnership with Patrick Leahy Bulletproof Vest Foundation
November 6, 2023 - City Council adopted Supplemental Budget Resolution No. 2023-82 - FY2023 Bulletproof Vest Program Partnership with Patrick Leahy Bulletproof Vest Foundation

FUNDING:

Budget:	\$13,703.42	(Patrick Leahy Bulletproof Vest Partnership Grant)
Actual:	\$13,703.42	(State LETF grant matching funds)
	\$27,406.84	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the PPD Law Enforcement Trust Fund within the State LETF account. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/24/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Application for FY2024 Patrick Leahy Bulletproof Vest Partnership Grant
2. FY2024 Award Letter -BJA Patrick Leahy Bulletproof Vest Partnership (BVP)
3. REVISED - Supplemental Budget Resolution No. 2024-91
4. REVISED - Supplemental Budget Explanation No. 2024-91
5. Supplemental Budget Resolution No. 2024-91
6. Supplemental Budget Explanation No. 2024-91

PRESENTATION: No

Holly Ramsey

From: Cindy West
Sent: Wednesday, November 6, 2024 12:31 PM
To: Holly Ramsey
Subject: Leahy BVP info

Holly,
Like I said, the grant application on this particular program is extremely odd after you submit it. I can't find what we submitted, but here are some pieces of the important info. Combined with the previous email with vest info, I hope this will work.

APPLICATION SUMMARY

Date Submitted to BVP: 05/29/24
Application Status: Approved by BVP

APPLICATION PROFILE

Participant	PENSACOLA CITY
Fiscal Year	2024
Number of Agencies Applied	0
Total Number of Officers for Application	172
Number of Officers on Approved Applications	172

APPLICATION HISTORY

Program 	Date Approved	Amount Approved 	Funds Available 	Deobligation Date	Action
2024 Regular Solicitation	09/26/2024	\$13,703.42	\$13,703.42	08/31/2026	View Details

APPLICATION PROFILE

Fiscal Year 2024

Vest Replacement Cycle  5

Number of Officers 172

**Number of
Emergency
Replacement
Needs**  **Number of
Stolen or
Damaged** 0

**Number of
Officer
Turnover** 10

Cindy West
Accreditation and Grant Compliance Specialist
 Pensacola Police Department
 Office: 850-435-1932





U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

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e.g. name@example.com

Share Bulletin



BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2024 Award Announcement

OJP Communications sent this bulletin at 09/26/2024 12:25 PM EDT

[View as a webpage / Share](#)



Dear BVP Applicant:

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2024 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2024 BVP awards is now available at the following link: [2024 BVP awards](#).

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2024 award may be used for National Institute of Justice (NIJ) compliant armored vests that were ordered after April 1, 2024. The deadline to request payments from the FY 2024 award is August 31, 2026, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's [Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability \(VALOR\) Initiative](#) website to obtain other information regarding officer safety. The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues and threats. Please see the [VALOR Initiative Overview](#) booklet for additional details about this initiative.

Sincerely,



PUBLIC SAFETY OFFICERS' BENEFITS (PSOB) PROGRAM

Enacted in 1976, the PSOB Program provides death, disability, and education benefits to those eligible for the program. For details regarding these federal benefits for law enforcement officers, firefighters, and other first responders who have died or become catastrophically injured in the line of duty, call the PSOB Office at 888-744-6513 or visit us online at [online](#).

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

If you haven't already, [subscribe to the News From BJA](#) subscription list to stay up to date on the latest information and news from BJA. If you are already a subscriber, [update your subscription preferences](#) to receive information that is most relevant to you.



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BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\)](#), [Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; "unit of local government" means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, "state" means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

Law Enforcement Officer Definition: "Law Enforcement Officer" is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



BJA
Bureau of Justice Assistance
U.S. Department of Justice

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

April 2023
<https://bjao.ojp.gov>
Page 136 of 310

Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered; be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bj.a.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 306413

**RESOLUTION
NO. 2024-91**

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 GRANTS FUND

As Reads:	Federal Grants	5,098,619
Amended		
To Read:	Federal Grants	5,112,323
As Reads:	Operating Expenses	7,575,780
Amended		
To Read:	Operating Expenses	7,589,484

B. LAW ENFORCEMENT TRUST FUND

TO:	Fund Balance	13,704
TO:	Operating Expenses	13,704

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

JANUARY 2025- SUPPLEMENTAL BUDGET RESOLUTION - LETF & BULLET PROOF VEST GRANT FUNDS - NO. 2024-91

FUND	AMOUNT	DESCRIPTION
A. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	<u>13,704</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>13,704</u>	
Appropriations		
Operating Expenses	<u>13,704</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>13,704</u>	
B. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>13,704</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>13,704</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>13,704</u>	

**RESOLUTION
NO. 2024-91**

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Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
DECEMBER 2025- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2024-91

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>13,704</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>13,704</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>13,704</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1070

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL RESOLUTION NO. 2024-91 - FY2024 BULLETPROOF VEST PROGRAM
PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-91.

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 Pensacola Police Department (PPD) is requesting \$13,703.42 from State LETF funds established by the City of Pensacola as a non-major special revenue fund. The City of Pensacola LETF account consists of both state and federal forfeiture monies held in one accounting fund. Different rules apply to the use of federal and state forfeiture monies.

The requested amount of \$13,703.42 is to be used as matching funds for a \$13,703.42 grant from the Patrick Leahy Bulletproof Vest Partnership to purchase a total of 49 armored bulletproof vests (29 male vests and 20 female vests) for PPD officers. Some of the current vests issued to officers have already reached their five-year expiration date while others will soon be expiring. In addition, more vests need to be purchased for new officers.

This is a permissible use of State LETF funds in accordance with the United States Department of Justice Guide to Equitable Sharing.

PRIOR ACTION:

November 10, 2022 - City Council adopted Supplemental Budget Resolution No. 2022-103 -
FY2022 Bulletproof Vest Program Partnership with Patrick Leahy Bulletproof Vest Foundation
November 6, 2023 - City Council adopted Supplemental Budget Resolution No. 2023-82 - FY

2023 Bulletproof Vest Program Partnership with Patrick Leahy Bulletproof Vest Foundation

FUNDING:

Budget:	\$13,703.42	(Patrick Leahy Bulletproof Vest Partnership Grant)
Actual:	\$13,703.42	(State LETF grant matching funds)
	\$13,703.42	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the PPD Law Enforcement Trust Fund within the State LETF account. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/24/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. REVISED - Supplemental Budget Resolution No. 2024-91
2. REVISED - Supplemental Budget Explanation No. 2024-91
3. Supplemental Budget Resolution No. 2024-91
4. Supplemental Budget Explanation No. 2024-91
5. Letter of Certification No. 2024-91

PRESENTATION: No

**RESOLUTION
NO. 2024-91**

A RESOLUTION
TO BE ENTITLED:

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

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**RESOLUTION
NO. 2024-91**

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
DECEMBER 2025- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2024-91

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>13,704</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>13,704</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>13,704</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	Bulletproof Vests (49) Patrick Leahy Grant (LEFT state matching funds)	\$13,704
Total Requested		\$13,704



Eric Randall, Chief of Police

11/7/24
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1182

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAGC) PROGRAM:
STATE - C-6N176 INVESTIGATIVE TECHNOLOGY

RECOMMENDATION:

That City Council accept the acceptance of the FY24 Edward Byrne Memorial Justice Assistance Grant (JAGC) Program: State-C-6N176 Investigative Technology agreement between the City of Pensacola and the State of Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants in the amount of \$32,836.00 upon award of the grant. Further, that City Council ratify the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Countywide Grant (JAGC) Formula (State) to support efforts to purchase audio and visual equipment and received a grant from the Florida Department of Law Enforcement JAG 24 in the amount of \$32,836.00.

PPD's current audio/visual equipment is at least 10 years old. As a result, the detectives and officers often have problems seeing and hearing what the victims/suspects say and do because of grainy video and unreliable audio in all three interview rooms. The department plans to purchase a new system this year.

The equipment to be purchased includes new audio and visual recording equipment for use when interviewing the suspects, victims, and witnesses, etc., at police headquarters. This updated equipment is critical for addressing the current problem because it will improve detectives and officers' abilities to watch and record interviews by eliminating grainy video and microphones that don't properly record.

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

Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None

FUNDING:

Budget:	\$32,836.00
Actual:	\$32,835.34 (see attached itemization)

FINANCIAL IMPACT:

The estimated grant award for the FY24 Edward Byrne Memorial Justice Assistance (JAGC) Countywide Program: State is \$32,836.00 based on the 2023 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant. The overage in the amount of .66 cents will be returned to the DOJ Justice Grants administration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/8/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Visual/Audio Equipment Application
2. C-6N176 Investigative Technology -Federal Award Agreement
3. Invoice -itemization for visual and audio equipment
4. Supplemental Budget Resolution No. 2024-96
5. Supplemental Budget Explanation No. 2024-96

PRESENTATION: No



Investigative Technology

Prepared by City of Pensacola
for Florida Department of Law Enforcement JAG23 - Countywide

Submitted by Cindy West

Submitted on 09/16/2024 3:48 PM Eastern Standard Time

Opportunity Details

Opportunity Information

Title

JAG23 - Countywide

Description

This opportunity is available to units of local government who receive annual appropriations under Florida's Justice Assistance Grant (JAG) Program.

Awarding Agency Name

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

Agency Contact Phone

850-617-1250

Agency Contact Email

criminaljustice@fdle.state.fl.us

Subjects

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

Opportunity Posted Date

7/17/2024

Announcement Type

Initial Announcement

Assistance Listings Number

16.738

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/8f5565cf-f0c4-4d1d-9d23-78c28ab0fc0f>

Is Published

Yes

Funding Information

Opportunity Funding

\$7,534,272.00

Funding Sources

Federal Or Federal Pass Through

Award Information

Award Period

10/01/2022 - 09/30/2026

Award Type

Non Competitive

Indirect Costs Allowed

Yes

Matching Requirement

No

Submission Information

Submission Window

07/17/2024 12:05 AM - 09/17/2024 3:00 PM

Submission Timeline Type

One Time

Eligibility Information

Eligibility Type

Private

Eligible Applicants

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

Additional Eligibility Information

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

Additional Information

Additional Information URL

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

Additional Information URL Description

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



Project Information

Application Information

Application Name

Investigative Technology

Award Requested

\$32,836.00

Total Award Budget

\$32,836.00

Primary Contact Information

Name

Cindy West

Email Address

Cewest@cityofpensacola.com

Address

711 N. Hayne St.
Pensacola, FL 32501

Phone Number

(850) 435-1932

Project Description

JAG Program - Project Summary

Applicant and Award Information

NEW REQUIREMENT: Applicant Organization

Due to restrictions in functionality, OCJG is requiring the Applicant User's organization to match the Eligible Recipient's organization. The organization listed below your name at the top of the screen **MUST** match the name of the Eligible Recipient you are creating this application for.

- If you are registered with the Eligible Recipient organization: close the application window, switch profiles in AmpliFund, and click on the application link again to apply.
- If you are not registered with the Eligible Recipient organization: contact the assigned grant manager at the Eligible Recipient's organization and instruct them to apply. If the Eligible Recipient does not have a dedicated grant manager: you may need to contact them and ask to be added to their organization's profile. Contact your assigned OCJG grant manager for more information.

Eligible Recipients of JAG Funds

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

Enter the name of the Eligible Recipient.

City of Pensacola

Is the Eligible Recipient a State Agency (i.e. Department of Corrections or other State of Florida agency)?

- ☐ Yes
☒ No

In which county is the Eligible Recipient located?

Escambia

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

UBMRAF87HQP5

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

SAM registration.pdf

NEW REQUIREMENT: E-Verify

Section 448.095, Florida Statutes, went into effect on July 1, 2023. All State of Florida agencies, including FDLE, are required to verify award recipients are registered with and use the E-Verify system. Eligible Recipients who are not registered with E-Verify will NOT be eligible for JAG funds. Applicants may use [E-Verify's Employer Search Tool](#) to verify their agency is registered.

Is the Eligible Recipient registered as a participating employer in the E-Verify System?

- ☒ Yes



☐ No (award cannot be issued until registered)

Payment Information

What is the Eligible Recipient's FEID number (FLAIR Vendor ID)?

596000406

Project Information

Project Period and Reporting Frequency

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

Desired Start Date of the Project

10/1/2024

Desired End Date of the Project

9/30/2025

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

Quarterly

Performance Activity Area

Select the activity below that best aligns with the activities to be performed under this award. Refer to OCJG's [Activity Area Definitions](#) guide for more information.

Select the appropriate activity area for this project.

- ☒ 01 - Law Enforcement
- ☐ 02 - Crime Lab/Forensics
- ☐ 03 - Crime Prevention
- ☐ 04 - Prosecution
- ☐ 05 - Public Defense
- ☐ 06 - Courts
- ☐ 07 - Corrections
- ☐ 08 - Community Corrections
- ☐ 09 - Reentry Services
- ☐ 10 - Behavioral Health
- ☐ 11 - Assessment/Evaluation
- ☐ 12 - Crime Victim/Witness

Problem Identification

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

Existing audio/visual equipment in the three interview rooms at the Pensacola Police Department is at least 10 years old. This means it is antiquated, erratic and unpredictable. As a result, detectives/officers occasionally have problems seeing and/or hearing what victims/suspects say and do because the video is grainy and audio is unreliable. There have been occasions where equipment has to be moved from one room to another because one of the systems wasn't working properly.

PID2: What actions are your organization currently taking to help address the problems/issues/concerns described

above?

We are hoping to purchase a new system this year because of issues that arise with the current system. Some existing parts of the system no longer work, and repairing them is like putting a Band Aid on the project. There are also plans to purchase a better microphone for recording and also possibly soundproof rooms so that people cannot hear what is being said in the next room. Another plan on the horizon is to add a fourth room as an interview room to be used by victims. This fourth room would be "softer" than existing interview rooms in an attempt to make it less intimidating (no table with handcuffs attached, etc.).

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

- ☐ Yes
☒ No

Scope of Work

Personnel

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

- ☐ Yes
☒ No

Overtime

Will you be using funds to support overtime pay?

- ☐ Yes
☒ No

Travel and Training

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

- ☐ Yes
☒ No

Equipment and/or Supplies

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

- ☒ Yes
☐ No

Definitions

Equipment is defined as any item that will be assigned a property tag and routinely inventoried or tracked (as per your agency's property management policies). These items are typically assigned to an individual and/or location in a property management system. Examples include: computers, laptops, weapons, or other items exceeding your agency's OCO threshold. All other items are considered **Supplies** for the purposes of this award.

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

The equipment to be purchased includes new audio and visual recording equipment for use when interviewing suspects, victims, witnesses, etc., at police headquarters. This updated equipment is critical for addressing the current problem because it will improve detective/officer abilities to watch and record interviews by eliminating grainy screens and microphones that don't properly record.

Will any of the items procured under this award be transferred to another entity upon receipt (i.e., a County is purchasing an item for a local Police Department)?

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

Method of Procurement

If any item described above will not be purchased via non-competitive procurement or state-term/alternate source contract, OCJG must ensure quotes and/or bids are obtained as defined by your agency's procurement policy or federal policy. This documentation must be maintained on file and provided to OCJG upon request at the time of reimbursement or monitoring.

Sole Source Rules and Limitations

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

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

Applicants who plan to utilize grant funds for non-competitive procurement MUST complete an [OCJG Sole Source Justification Approval](#) form for pre-approval by OCJG. Sole source purchases in excess of \$250,000 require OCJG to submit a GAM to DOJ for federal pre-approval. Additional information may be required by your OCJG grant manager.

Your OCJG grant manager will inform you if your sole source request has been pre-approved. If your sole source request is not pre-approved by OCJG and/or DOJ, quotes and/or bids must be obtained and provided to OCJG as required by your organization's procurement policy. This documentation must be maintained on file and provided to OCJG prior to reimbursement or at the time of monitoring. Sole source justification provided after the purchase has already been made will not be accepted.

Are any items being procured non-competitively (i.e. sole source)?

- ☐ Yes
☒ No

State-Term or Alternate Source Contracts

State-Term Contracts: Recipients utilizing these types of contracts must provide the Florida State-Term Contract number at the time of application (if known).

Alternate Source Contracts: Federal procurement regulations allow for grant-funded items to be piggybacked off of existing contracts with other entities. This is known as "alternate source" contracting and is often used by OCJG recipients. Recipients utilizing an alternate source contract are required to describe the contract and provide the contract number (if known).

If the contract number is not known at the time of application, it must be provided at the time of reimbursement.

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

- ☐ Yes
☒ No

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

etc.).

- ☒ Yes
☐ No

Provide a brief description of the contract and the contract number.

Security Engineering, Inc., will be piggybacking under Okaloosa County Contract C24-3978-AP.

<https://vrapp.vendorregistry.com/Contract/View/Contract?contractId=32592de0-fe4c-4f2a-8be0-08935b0a1a66>

Third-Party Services

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

- ☐ Yes
☒ No

Indirect Costs

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

Will you be using funds to support indirect costs?

- ☐ Yes
☒ No

Other Costs

Will you be using funds to support "other" costs not captured in any of the categories above?

- ☐ Yes
☒ No

Program Generated Income (PGI)

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

Will any proposed grant activities generate Program Income?

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

JAG Pre-Approvals

BJA has provided guidance regarding prohibited and controlled expenditures. A guide for expenditures made during or after Federal Fiscal Year 2023 may be found here: [FY23 Prohibited Expenditures](#)

A separate guide exists for expenditures made during Federal Fiscal Year 2015 through Fiscal Year 2022: [FY15-FY22 Prohibited Expenditures](#)

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

JAG Program - Certifications & Forms

Forms/Certifications Required for All Applicants

Lobbying, Debarment, and Drug Free Workplace

All recipients are required to complete and upload a [Lobbying, Debarment, and Drug Free Workplace Certification](#). A separate certification must be signed for EACH application.

Upload the completed certification below.

Lobbying Debarment and Drug Free Workplace certification.pdf

Subrecipient Management Questionnaire

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

Additional supporting documentation may be required, such as a [Single Audit Certification](#). Refer to the checklist on page 6 of the completed SMQ for more information.

Upload the completed SMQ form below.

SMQ signed Sept 23 2024.pdf

Upload additional supporting documentation to accompany your completed SMQ, such as a Single Audit Certification or updated procurement policy.

Equal Employment Opportunity (EEO)

Civil Rights Training

As a condition of the federal JAG award, OCJG requires all recipients (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our [Civil Rights Training for Grantees](#) webpage. At a minimum, the recipient grant manager must complete the training. These certificates do not expire and may be utilized for future awards.

Have you completed the Civil Rights Training for Grantees modules?

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

Upload copy of Civil Rights Training for Grantees certificates for the individual designated as Recipient Grant Manager.

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

EEO Certification (EEOC)

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

OJP's Office for Civil Rights now requires all recipients to obtain EEO Certification via their online [EEO Reporting Tool](#). As a result, the PDF certification is no longer valid. OCJG will continue to accept these forms on a temporary basis, however, digital EEO Certifications obtained from OCR must be obtained and provided at the time of monitoring.

Upload completed EEO Certification below.

Eeop verification.pdf

Answer the following questions to determine if your agency is required to submit an EEO Plan (Utilization Report) to DOJ's Office of Civil Rights:

Does your organization have 50 employees or more?

- ☒ Yes
☐ No

Did your organization receive a single award of \$25,000 or more from any U.S. Department of Justice grant program in the last fiscal year?

- ☒ Yes
☐ No

NEW EEOP REQUIREMENTS FOR 2023

Recipients with 50 employees or more who also receive \$25,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), must develop and submit an EEO Plan (which includes a Utilization Report) to DOJ's Office of Civil Rights (OCR) via their [EEO Reporting Tool](#). Previously, recipients who received between \$25,000 and \$499,999 were asked to maintain a copy of their EEO Plan "on file". However, OCR is now requiring EEO Plans to be submitted electronically. These recipients will not receive an EEO Approval Letter, but will be spot-checked for compliance. OJP's Office for Civil Rights has published both an [FAQ](#) and an [EEO Reporting Tool Job Aid](#) to assist recipients with this process.

As a result of this policy, EEO-4's and internal EEO policies may no longer be utilized as proof of compliance. OCJG will continue to accept these documents on a temporary basis, however, proof of submission to OCR must be obtained and provided at the time of monitoring.

Based on your response, you are required to submit an EEO Utilization Report to OCR. Upload a copy of your most recently submitted Utilization Report below.

EEO Utilization Report.pdf

Answer the following question to determine if your agency is required to obtain an EEO Plan Approval Letter from DOJ's Office of Civil Rights:

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

- ☐ Yes
☒ No

No approval letter required.

Based on your response, you are not required to obtain an EEO Approval Letter. You may move to the next section.

Project Specific Certifications

Ballistic Vests

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

Does this application propose the use of grant funds for ballistic vests?

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

Body Worn Cameras

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

NOTE: Grant funds will only reimburse for licensing, data storage, and warranties during the project period. If costs extend past the project period, they will be pro-rated from the date of purchase.

Does this application propose the use of grant funds for body cameras?

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

Telecommunications and Video Surveillance Services and/or Equipment

Recipients proposing the use of grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a [TVS Certification](#) with their application. For more information on this requirement, please review the [FAQs](#) and the [training](#) posted to OCJG's webpage. Examples of TVS equipment include but are not limited to: cameras/webcams, DVR's, computers/laptops, servers, televisions, monitors, "smart" boards, and radios.

Does this application propose the use of grant funds for telecommunications or video surveillance services and/or equipment?

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

Upload a completed TVS Certification below.

Telecommunications-and-Video-Surveillance-Services-or-Equipment-Certification.pdf

Suitability to Work With Minors (SWIM)

Recipients OR subrecipients (at any tier) who plan to use grant funds for activities that involve working with or interacting with minors (individuals under the age of 18), must provide a [Suitability to Work and/or Interact with Minors Certification \(SWIMC\)](#). For more information, review the [training session](#) posted on our website and the [condition language](#) on OJP's website.

Does this application's project, as described in the scope of work, indicate ANY activities may involve working with, or interacting with, minors?

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

SWIM Exemption

Affected organizations (recipient or subrecipient) may claim exemption from the suitability to work and/or interact with minors process on page 2 of the SWIM Certification. Suitable justification for exemption must fall into one of the two following categories:

(a) All interactions with minors involve brief contact that is both unexpected and unintentional, such as might occur while handing out giveaway items at a community event, or when a postal carrier delivers mail to an administrative office.

(b) All interactions with minors involve personally-accompanied contact. Personally-accompanied contact is defined as infrequent or occasional contact in the presence of an accompanying adult who will remain continuously within view and earshot of the interaction, such as might occur when an individual makes a presentation to a classroom, or works security at a location where children are accompanied by a parent, teacher, or other caretaker.

Upload a completed SWIM Certification below (certifications are valid for 5 years from the date of signature and may be resubmitted in the case of project continuations).

Suitability to work and or interact with minors certification updated Sept 23 2024.pdf

If you feel this project is exempt, was a detailed justification provided on the uploaded SWIMC?

- ☒ Yes
☐ No

You indicated this project may be exempt from SWIM requirements. OCJG will review the justification provided on the SWIMC and contact you if additional documentation is required.

Confidential Funds

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

Does this application propose the use of grant funds to support confidential fund activities?

- ☐ Yes
☒ No

Task Force Activities

Recipients proposing to use funds to support task force personnel, overtime, equipment, or contracted positions must provide a task force personnel roster at the time of application. In addition, the recipient is responsible for ensuring all task force members complete the required [BJA Center for Task Force Integrity and Leadership online training courses](#) once every four years. Certificates of completion for each member on the roster must be provided to OCJG at the time of application. If any task force members have not completed the training or have expired certificates, valid certificates must be provided to OCJG within 90 days of award.

Does this application propose the use of grant funds to support task force personnel, overtime, equipment, or contracted positions?

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

National Environmental Policy Act (NEPA)

NEPA requirements apply to any federal project (including grants) that might have a significant impact on the quality of the human environment. The following projects require OCJG to obtain approval from BJA's NEPA coordinator:

Projects involving construction, expansion, or renovation of existing facilities. This includes ANY project that involves ground disturbing activities such as the installation of a fence or pole. Site planning documentation such as maps, photos, plans, renderings, etc. will be required.

Projects involving the use of chemicals, such as while processing forensic evidence.

These projects will be reviewed by the NEPA coordinator to ensure they are not located within or will potentially affect any of the following: a 100-year flood plain; a wetland; important farmland; a proposed or listed endangered or threatened species; a proposed or listed critical habitat; a property that is listed or eligible for listing on the National Register of Historic Places; an area within an approved State Coastal Zone Management Program; a coastal barrier or a portion of a barrier within the Coastal Barrier Resources System; a river or portion of a river included in or designated for potential addition to the Wild and Scenic Rivers System; a designated or proposed Wilderness Area; a sole source aquifer recharge area designated by the EPA; nearby religious or cultural sites; nearby minority, indigenous, low-income, or other sensitive populations. In addition, the NEPA coordinator will evaluate the impact the project may have on noise pollution, and review recipient protocols for the handling of hazardous waste, solid waste, and uncontrolled air emissions (if applicable to the project).

If the proposed project is affected, recipients must complete and upload a [BJA CATEX Checklist](#) at the time of application. Projects involving "minor renovation or remodeling" are excluded from NEPA requirements, but additional documentation may be required by your OCJG grant manager to reach this determination.

Any expenses incurred prior to NEPA approval are spent "at risk". If BJA denies the request, NEPA-related expenses will not be eligible for reimbursement.

Refer to [BJA's NEPA Guidance](#) document for more information.

Does this application propose the use of grant funds for construction, expansion, or renovation projects, or a project involving the use of chemicals (EXCLUDING meth lab operations)?

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

Methamphetamine Laboratory Operations

Recipients with projects relating to clandestine meth lab operations, including their identification, seizure, or closure (i.e. clean-up), must provide copy of their agency's Methamphetamine Mitigation Plan to OCJG. The plan will be submitted to BJA to ensure it complies with NEPA requirements. Any expenses incurred prior to BJA approval are spent "at risk". If BJA denies the request expenses related to meth lab operations will not be eligible for reimbursement.

Does this application propose the use of grant funds for the identification, seizure, or closure (clean up) of a clandestine meth lab?

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

JAG Program - Grant Contact Information

Recipient Grant Manager Contact Information

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

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

GM Name (First Last)

Cindy West

GM Title

Accreditation and Grant Specialist

GM Address 1

711 N. Hayne St.

GM Address 2

GM City

Pensacola

GM State

FL

GM Zip Code+4 (XXXXXX-XXXX)

32501

GM Phone Number (XXX-XXX-XXXX)

8504351932

GM Email Address

Cewest@cityofpensacola.com

Chief Official Contact Information

This individual is the agency head for the eligible recipient.

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

CO Name (First Last)

DC Reeves

CO Title

Mayor

CO Address 1

222 W. Main St.

CO Address 2

CO City

Pensacola



CO State

FL

CO Zip Code+4 (XXXXXX-XXXX)

32502-5743

CO Phone Number (XXX-XXX-XXXX)

8504351625

CO Email Address

DCReeves@cityofpensacola.com

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

☒ Yes

☐ No

If yes, written authorization of signature authority is required. This may include:

- A letter signed by the Chief Official, on official letterhead, naming the individual or position (i.e. City Manager, County Clerk) they are authorizing to sign on their behalf; or
- An approved ordinance, charter, etc. authorizing an individual to sign on the Chief Official's behalf.

Upload written authorization of signature authority below.

Mayoral Grant Manager Authority Delegation-Boyer.pdf, police letter request- boyer delegation.pdf

Chief Financial Officer (CFO) Contact Information

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

CFO Name (First Last)

Amy Lovoy

CFO Title

Finance Director

CFO Address 1

222 W Main St

CFO Address 2

CFO City

Pensacola

CFO State

FL

CFO Zip Code+4 (XXXXXX-XXXX)

32502-5743

CFO Phone Number (XXX-XXX-XXXX)

8504351821

CFO Email Address

Alovoy@cityofpensacola.com

Additional Grant Contact

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

- ☒ Yes
- ☐ No

POC Name (First Last)

Jennifer Cole

POC Title

Finance and Procurement Manager

POC Phone Number (XXX-XXX-XXXX)

8504351856

POC Email Address

JCole@cityofpensacola.com

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
D. Equipment		
Investigative Technology	\$32,836.00	\$32,836.00
Subtotal	\$32,836.00	\$32,836.00
Total Proposed Cost	\$32,836.00	\$32,836.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$32,836.00	\$32,836.00
Subtotal	\$32,836.00	\$32,836.00
Total Proposed Revenue	\$32,836.00	\$32,836.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

D. Equipment

List each NON-EXPENDABLE item to be purchased. Typically, these are items over \$5,000, or items that are routinely inventoried by your organization. Each line item description MUST contain the calculation (unit price and quantity) used to arrive at the funded amount. EXAMPLE: 3 laptops @ \$1,500 each (including associated peripherals such as case, keyboard, docking station, etc.) = \$4,500.

Investigative Technology

One NVR5 value 24TB, 1U rack mount, W10 with analytics kit and failover, \$16,418; provide and install new cameras and microphones in four interview rooms as follows for each room: 5MP mini-dome camera in corner of room, ceiling mounted microphone, pinhole right angle camera in side wall, wall mounted microphone, audio interface/encoders, interface with existing wall switches into Avigilon, programming and configuration of cameras and audio for 24/7 recording, \$16,418. (The cost of cameras is \$1,238.87 x 4 rooms = \$4955.48. Mics are \$884.14 for two per room; total is \$7,073.12 for four rooms.) \$16,418 + \$16,418 = \$32,936.

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

AWARD AGREEMENT

Recipient: City of Pensacola

Recipient SAM UEI: UBMRAF87HQF5

Award Number: 6N176

Award Period: 01/01/2025 – 09/30/2025

Award Title: C-6N176 Investigative Technology

Federal Funds: \$32,836.00

Matching Funds: \$0.00

Total Funds: \$32,836.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

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

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

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

Research & Development: No

Indirect Cost: No

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

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

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

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

SCHEDULE OF APPENDICES

Appendix A – Scope of Work

Appendix B – Deliverables

Appendix C – Approved Budget

Appendix D – Award Contacts

Appendix E – Special Conditions

Appendix F – Standard Conditions

PERFORMANCE REPORTING

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

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

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

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

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

FINANCIAL REPORTING

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

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

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

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

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

Failure to comply with these provisions shall result in forfeiture of reimbursement.

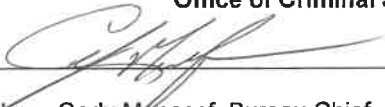
Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

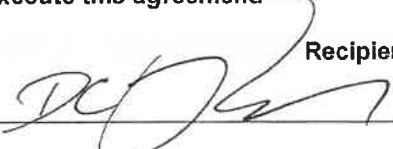
Award ID: 6N176
Award Title: C-6N176 Investigative Technology
Award Period: 01/01/2025 – 09/30/2025

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature:  Date: 11/8/24
Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of Pensacola

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Signature:  Date: 11/8/2024
Typed Name and Title: DC Reeves, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____
Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____
Printed Name and Title: _____

Signature: _____ Date: _____
Printed Name and Title: _____

Appendix A - Scope of Work

Award Number: 6N176
Recipient: City of Pensacola
Award Title: C-6N176 Investigative Technology
Award Period: 01/01/2025 - 09/30/2025

Problem Identification

Existing audio/visual equipment in the three interview rooms at the Pensacola Police Department is at least 10 years old. The equipment is antiquated, erratic and unpredictable. As a result, detectives and officers occasionally have problems seeing and/or hearing what victims and/or suspects say and do because the video is grainy, and audio is unreliable. Some existing parts of the system no longer work and repairing them provides a superficial solution to the larger problem. Currently, equipment must be moved from one room to another because one of the systems does not work properly.

Scope of Work

The City of Pensacola will use grant funds to purchase investigative technology for the Pensacola Police Department. The equipment to be purchased would include new audio and visual recording equipment for use when interviewing suspects, victims, witnesses, etc., at police headquarters. Updated equipment is critical for addressing the current technology problem during police interviews and will eliminate grainy screens and microphones that don't properly record during interviews.

Appendix B - Deliverables

Award Number: 6N176
Recipient: City of Pensacola
Award Title: C-6N176 Investigative Technology
Award Period: 01/01/2025 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a network video recorder with accessories such as mounts, cables, power supply etc., cameras, and microphones. Funds will also allow for programming and configuration of the cameras and audio equipment and for installation costs.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$32,836.00

Appendix C - Approved Budget

Award Number:	6N176		
Recipient:	City of Pensacola		
Award Title:	C-6N176 Investigative Technology		
Award Period:	01/01/2025-09/30/2025		
Award Amount:	\$32,836.00	\$0.00	\$32,836.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Investigative Technology	One network video recorder [with mounts, cables, power supply at approximately \$15,418; 4 cameras @ approximately \$1,238 each = \$4955; 6 microphones at approximately \$1,178 each = \$7,073; programming and configurations of cameras and audio and miscellaneous installation is approximately \$5,390. Anything over the grant allocation of \$32,836.00 will be paid by the City of Pensacola.	\$32,836.00	\$0.00	\$32,836.00
D. Equipment Subtotal:				\$32,836.00

Appendix D: Award Contacts

Award Number: 6N176
Recipient: City of Pensacola
Award Title: C-6N176 Investigative Technology
Award Period: 01/01/2025 - 09/30/2025

Recipient Grant Manager (GM)

Name: Cindy West
Title: Accreditation and Grant Specialist
Address: 711 N. Hayne St.
Pensacola, FL 32501
Phone: 8504351932
Email: Cewest@cityofpensacola.com

Recipient Chief Official (CO)

Name: DC Reeves
Title: Mayor
Address: 222 W. Main St.
Pensacola, FL 32502-5743
Phone: 8504351625
Email: DCReeves@cityofpensacola.com

Recipient Chief Financial Officer (CFO)

Name: Amy Lovoy
Title: Finance Director
Address: 222 W Main St
Pensacola, FL
Phone: 8504351821
Email: Alovoy@cityofpensacola.com

Recipient Additional Point of Contact (POC)

Name: Jennifer Cole
Title: Finance and Procurement Manager
Phone: 8504351856
Email: JCole@cityofpensacola.com

Appendix E: Special Conditions

Award Number: 6N176
Recipient: City of Pensacola
Award Title: C-6N176 Investigative Technology
Award Period: 01/01/2025 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0048 The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to the separation of financial duties.
Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0050 The Recipient's inventory system does not appear to comply with the federal regulations identified in OMB's Uniform Requirements, 2 C.F.R. 200.313(d)(1), specifically related to source of the property (including award number) and federal share of the property cost. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0053 At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0059 At the time of application, it was noted the Recipient's EEO Plan (Utilization Report) will be expiring within the next six months. The Recipient must submit a new EEO Plan to DOJ's Office for Civil Rights at <https://eeop.ocr.ojp.gov/certs/sub/homepage>, and provide a copy to the Office of Criminal Justice Grants at monitoring.
- W0067 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>
2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

- 4.0 Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.
- Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.
- 6.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 7.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 8.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds— prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 4.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.
- 7.0 Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- 12.0 Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 16.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including

descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 Financial Consequences for Failure to Perform - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 Award Amendments - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-

one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute

or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doi-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fv23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe

compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections -- An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive,

task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 27.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).
- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 5.0 Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

- 18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 19.0 Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

- 20.0 For JAG: Extreme Risk Protection Programs** - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

- 25.0 For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts

covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.
- 30.0 For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



Real Systems. Real Security.

6001 Enterprise Drive, Pensacola, FL 32505
t. (850) 484-9300 f. (850) 478-5020

QUOTE

Number AAAQ7244-01

Date Sep 12, 2024

Sold To

Pensacola Police Department
Michael Ozburn
711 N Hayne St
Pensacola, FL 32501
USA

Phone
Fax

Ship To

Pensacola Police Department
Michael Ozburn
711 N Hayne St
Pensacola, FL 32501
USA

Phone
Fax

Your Sales Rep

Josh Edwards

josh.edwards@seceng.com

Pricing based on Contract C24-3978-AP.

<https://vrapp.vendorregistry.com/Contract/View/Contract?contractId=32592de0-fe4c-4f2a-8be0-08935b0a1a66>

Terms

Ship Via

Qty	Part	Description	Unit Price	Ext. Price
		VIDEO STORAGE		\$19,675.26
		<i>Provide and install a new 24TB Avigilon Analytics Video Server - integrated into the existing PPD Video system. Sized for 30 days 24x7 recording for Interview Room Cameras.</i>		
1	NVR5-VAL-24TB-NA	NVR5 Value 24TB; 1U Rack Mount; W10 with Analytics Kit and Failover	\$16,066.70	\$16,066.70
	NVR5-VAL-24TB-NA	NVR5 Value 24TB; 1U Rack Mount; Windows 10; NA	\$12,061.70	\$12,061.70
	NVR5-VAL-ANK-PLUS	(2) Analytics Plus Kit for NVR5 VAL	\$1,260.96	\$2,521.92
	ACC7-ENT-FO	(34) ACC 7 Enterprise Edition camera Failover License	\$43.62	\$1,483.08
8	ACC7-ENT	ACC 7 Enterprise camera channel	\$281.07	\$2,248.56
1	LABOR	Labor - Installation and Programming	\$1,360.00	\$1,360.00
		INTERVIEW ROOM		\$13,160.08
		<i>Provide and install new cameras and microphones for four interview rooms as follows for each room:</i>		
		<i>1) 5MP Mini Dome Camera (to be mounted in corner of room)</i>		
		<i>2) Ceiling Mounted Microphone</i>		
		<i>3) Pinhole Right Angel Camera (to be mounted in side wall of room)</i>		
		<i>4) Wall Mounted Microphone (Single Gang Plate - Near Table Area)</i>		
		<i>5) Audio Interface / Encoders to bring audio into Avigilon</i>		
		<i>6) Interface with existing wall switches into Avigilon</i>		
		<i>7) Programming and Configuration of cameras and audio for 24/7 recording</i>		

One Year Warranty on Labor, Warranty on Equipment to follow Manufacturers Warranty

This Quote is valid for 30 days from the date listed above. After 30 days, a revised quote will be necessary before approval and acceptance.

Title will not transfer until final payment is received.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. COST AND ATTORNEY'S FEES IN CASE OF LITIGATION - Should it become necessary to bring suit in court to enforce the terms above, it is agreed that the owner or owners shall be held responsible for costs for any attorney fees and court costs if necessary to collect the monies. The contractor is not responsible for any liens whatsoever.

Qty	Part	Description	Unit Price	Ext. Price
		8) Removal of legacy interview room system once new system is operational		
		Note: 120V work by others Network Ports by City IT Rack Space by City IT Installation to be coordinated with City IT and PPD for M-F, 8a-5p		
		Side Cameras		
2	3C-H5MOD-RP4	3MP; H5A Mod; WDR; 3.7mm Fixed Pinhole Lens; f/2.5; Right Angle Imager Module	\$234.37	\$468.74
4	CBL5M-1001	5m (16 ft) HD BNC Cable for Modular Camera	\$75.30	\$301.20
4	H5A-MOD-2P	2 Port - H5A Modular Main Unit; Next-Generation Analytics	\$494.17	\$1,976.68
4	5.0C-H6M-D1-IR	5.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.9mm f/2.0; IR	\$517.70	\$2,070.80
4	MLA	Dual Mic Audio Interface	\$338.92	\$1,355.68
4	LE-078	Wall Mount Single Gang Plate Microphone	\$204.24	\$816.96
4	LE-070	Ceiling Mount Single Gang Plate Microphone	\$195.36	\$781.44
4	556609	Cat 6 Cable, Plenum Rated - Blue (100')	\$35.22	\$140.88
8	18/2	Mic Audio Cable (100')	\$55.20	\$441.60
1	ENC-4P-H264	4-Port H.264 Analog Video Encoder with 4 audio support	\$361.52	\$361.52
1	ENC-BRK1U	1U Rack Mout Shelf for three Avigilon Analog Video Encoders	\$57.63	\$57.63
1	Rack Shelf	1U Vented Rack Shelf	\$85.84	\$85.84
1	CONDUIT	Misc. Conduit and Connectors	\$221.11	\$221.11
1	LABOR	Labor - Installation and Programming	\$4,080.00	\$4,080.00
			Total	\$32,835.34

To Accept, Please Sign and Return:_____

One Year Warranty on Labor, Warranty on Equipment to follow Manufacturers Warranty

This Quote is valid for 30 days from the date listed above. After 30 days, a revised quote will be necessary before approval and acceptance.

Title will not transfer until final payment is received.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. COST AND ATTORNEY'S FEES IN CASE OF LITIGATION - Should it become necessary to bring suit in court to enforce the terms above, it is agreed that the owner or owners shall be held responsible for costs for any attorney fees and court costs if necessary to collect the monies. The contractor is not responsible for any liens whatsoever.

**RESOLUTION
NO. 2024-96**

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 GRANTS FUND

As Reads	Federal Grants	319,500
Amended		
To Read:	Federal Grants	352,336
As Reads	Operating Expenses	7,038,400
Amended		
To Read:	Operating Expenses	7,071,236

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

JANUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FY25 BJA (JAG) PROGRAM- LOCAL SOLICITATION - RES NO. 2024-96

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	32,836	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>32,836</u>	
Appropriations		
Operating Expenses	32,836	Increase appropriation for Operating Expenses
Total Appropriations	<u>32,836</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1181

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-96 - FY24 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT COUNTYWIDE (JAGC) PROGRAM: STATE- C-
6N176 INVESTIGATIVE TECHNOLOGY

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-96.

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 Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Countywide Grant (JAGC) Formula (State) to support efforts to purchase audio and visual equipment and received a grant from the Florida Department of Law Enforcement JAGC 24 in the amount of \$32,836.00.

PPD's current audio/visual equipment is at least 10 years old. As a result, the detectives and officers often have problems seeing and hearing what the victims/suspects say and do because of grainy video and unreliable audio in all three interview rooms. The department plans to purchase a new system this year.

The equipment to be purchased includes new audio and visual recording equipment for use when interviewing the suspects, victims, and witnesses, etc., at police headquarters. This updated equipment is critical for addressing the current problem because it will improve detectives and officers' abilities to watch and record interviews by eliminating grainy video and microphones that don't properly record.

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

Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions.

Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None

FUNDING:

Budget: \$32,836.00

Actual: \$32,835.34 (see attached itemization)

FINANCIAL IMPACT:

The estimated grant award for the FY24 Edward Byrne Memorial Justice Assistance (JAGC) Countywide Program: State is \$32,836.00 based on the 2023 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant. The overage in the amount of .66 cents will be returned to the DOJ Justice Grants administration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

11/8/2024

STAFF CONTACT:

Tim Kinsella, City Administrator

Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-96
2. Supplemental Budget Explanation No. 2024-96

PRESENTATION: No

**RESOLUTION
NO. 2024-96**

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 GRANTS FUND

As Reads	Federal Grants	319,500
Amended		
To Read:	Federal Grants	352,336
As Reads	Operating Expenses	7,038,400
Amended		
To Read:	Operating Expenses	7,071,236

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

JANUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FY25 BJA (JAG) PROGRAM- LOCAL SOLICITATION - RES NO. 2024-96

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	32,836	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>32,836</u>	
Appropriations		
Operating Expenses	32,836	Increase appropriation for Operating Expenses
Total Appropriations	<u>32,836</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1185

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FY2024-25 DRONE REPLACEMENT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. 3X122

RECOMMENDATION:

That City Council approve the acceptance of FY2024-25 Drone Replacement Program - Florida Department of Law Enforcement (FDLE) - Award No. 3X122, between Pensacola Police Department and FDLE, Office of Criminal Justice Grants in the amount of \$75,000.00, upon the award of grant. Further, that City Council authorize the Mayor to take all 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 Pensacola Police Department (PPD) submitted a grant application to the Florida Department of Law Enforcement's (FDLE) Financial Assistant Drone Replacement Program to support the replacement of current non-compliant drones.

The Florida Legislature amended section 934.50, Florida Statutes during the 2022 session. By July 1, 2022, governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of such a drone by January 1, 2023. This grant provides funding to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. PPD will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished.

After PPD purchased four (4) drones in 2019, the Florida legislature grounded drones with Chinese components. In 2024, the Florida legislature approved reimbursement for departments affected by Chinese components. Pensacola Police Department has applied for and received a grant of \$75,000.00 from the Florida Department of Law Enforcement (FDLE) Financial Assistant Drone Replacement Program. This grant provides funding to replace

drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. Pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities.

PPD relinquished a total of three (3) noncompliant drones that were purchased in January 2019 to FDLE to be replaced with compliant drones. The amended drone replacement agreement reinstated the grant period to July 1, 2024, and extended through June 30, 2025.

PRIOR ACTION:

None

FUNDING:

Budget:	\$75,000.00	
Actual:	\$75,000.00,	
	\$75,000.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY2024-25 FINANCIAL ASSISTANCE DRONE REPLACEMENT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) is \$75,000.00 based on the FDLE Office of Criminal Justice Grants (OCJG). Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/21/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Amended - FY2024-25-Drone-Program-Agreement
2. FY2024-25-Drone-Program-Agreement
3. Drone Certification Form
4. Supplemental Budget Resolution No. 2024-97
5. Supplemental Budget Explanation No. 2024-97

PRESENTATION: No



State Financial Assistance Grant Adjustment Notice

Recipient: Pensacola Police Department

Award #: 3X122

Project Title: Drone Replacement Program

Adjustment #: AMD001

Adjustment Type: Administrative

Nature of Adjustment (Select All That Apply):

- | | |
|---|--|
| ☐ Decrease Award | ☐ Revise Scope of Work |
| ☒ Increase Award | ☐ Revise Deliverables |
| ☐ Revise Budget | ☐ Add/Clear Special Condition |
| ☒ Revise End Date (Extension) | ☐ Rescind Award |
| ☐ Revise End Date (Early Closeout) | ☒ Reinstate Award |
| ☐ Other (Explain): _____ | |

Pursuant to the request dated 10/14/2024, the following change, amendment, or adjustment in the above project is approved subject to such conditions or limitations as may be set forth below:

- Approved Changes:**
1. This grant is hereby reinstated effective July 1, 2024.
 2. This grant is hereby extended through June 30, 2025.
 3. This grant is amended to incorporate all revised program guidelines from Chapter No. 2024-228, Section 44, Laws of Florida
 4. Whereas the recipient relinquished a total of 3 noncompliant drones.
 5. Whereas, the recipient has purchased 0 compliant drones to date at a total cost of: \$ 0.00
 6. Whereas, the total funds paid to date reflects: \$ 0.00
 7. A supplemental payment is approved in the amount of: \$ 0.00
 8. The total award amount for this grant is amended to reflect: \$ 75,000.00
 9. The recipient may purchase 3 compliant drones and receive reimbursement of up to \$25,000 each, not to exceed the remaining award balance of: \$ 75,000.00

Authorized Official

Office of Criminal Justice Grants

10/17/2024

Date

Attachments:

- ☐ Recipient Request and Justification
- ☒ Revised Award Agreement
- ☐ Revised Appendix A – Special Conditions
- ☐ Revised Appendix B – Project Deliverables
- ☐ Revised Appendix C – Approved Budget
- ☐ Revised Appendix D – Standard Conditions
- ☐ Other (Explain): _____

☐ AmpliFund Updated

☐ Uploaded to FACTS

☐ Sent to OFM

☐ Emailed to Recipient

AMENDMENT #: AMD001

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
Pensacola Police Department**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2023

Project End Date: 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308

Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614

Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us

Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor

Name: Tennille Robinette

Title: Senior Management Analyst Supervisor

Phone: 850-617-1268 or 850-661-9295

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
Pensacola Police Department**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024

Project End Date: 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308

Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614

Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us

Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor

Name: Tennille Robinette

Title: Senior Management Analyst Supervisor

Phone: 850-617-1268 or 850-661-9295

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name: Robert A. Lindblom
Title: Drone Team OIC
Phone: 850-435-1981
Email: rlindblom@cityofpensacola.com

Chief Official

(please print)

Name: Eric Randall
Title: Chief of Police
Phone: 850-435-1855
Email: erandall@cityofpensacola.com

Financial Contact:

(please print)

Name: Jennifer Cole
Title: Finance & Procurement Manager
Phone: 850-435-1856
Email: jscole@cityofpensacola.com

Alternate Point-of- Contact

(please print)

Name: Cindy West
Title: Grant Compliance Specialist
Phone: 850-435-1932
Email: cewest@cityofpensacola.com

Recipient's Vendor ID (FEID/EIN): 59-6000406

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: Pensacola PD

Address 1: 711 N Hayne St

Address 2: _____

City, State, Zip: Pensacola, FL 32566

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: _____ Cody Menacof, Bureau Chief

Recipient Pensacola Police Department

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: _____ Eric Randall, Chief of Police

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Certification Form

Recipient: Pensacola Police Department

Select One: ☒ New Participant ☐ Additional Drones (FY24-25)

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	#1	IHMC	Wasp I	1/31/19	\$ 3,958.00
2	#2	IHMC	Wasp I	1/31/19	\$ 3,958.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature:

Date:

Name/Title: Eric Randall, Chief of Police

**** FDLE Regional Operations Center ONLY ****

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. 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 the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that 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 215.97, F.S., the cost of the audit must be paid from the non-state 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Appendix A – Drone Certification Form

Recipient: **Pensacola Police Department**

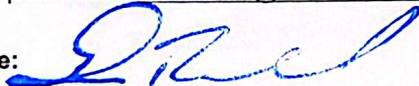
Select One: ☒ New Participant ☐ Additional Drones (FY24-25)

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	#1	IHMC	Wasp I	1/31/19	\$ 3,958.00
2	#2	IHMC	Wasp I	1/31/19	\$ 3,958.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature: 

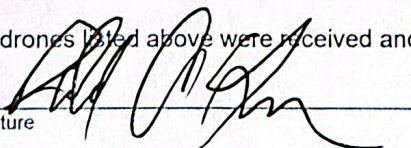
Date: 9/18/24

Name/Title: Eric Randall, Chief of Police

**** FDLE Regional Operations Center ONLY ****

I certify the drones listed above were received and verified on the date provided below.

Signature



Date

11/7/24

Appendix A – Drone Certification Form

Recipient: **Pensacola Police Department**

Select One: ☐ New Participant ☒ Additional Drones (FY24-25)

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	#1	J-HMC	NIGHTHAWK	3/8/19	\$9987
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature: 

Date: 10/14/2024

Name/Title: ERIC RAMMICK / POLICE CHIEF

**** FDLE Regional Operations Center ONLY ****

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

**RESOLUTION
NO. 2024-97**

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 GRANTS FUND

As Reads	State Grants	7,035,000
Amended		
To Read:	State Grants	7,067,836
As Reads	Operating Expenses	7,071,236
Amended		
To Read:	Operating Expenses	7,104,072

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

JANUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FY2024-25 DRONE REPLACEMENT PROGRAM - FDLE - RES NO. 2024-97

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	75,000	Increase appropriation for State Grants - FY25 Drone Replacement Program
Total Revenues	<u>75,000</u>	
Appropriations		
Capital Outlay	75,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>75,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1184

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-97 - FY2024-25 DRONE
REPLACEMENT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) -
AWARD NO. 3X122

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-97:

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 Pensacola Police Department (PPD) submitted a grant application to the Florida Department of Law Enforcement's (FDLE) Financial Assistant Drone Replacement Program to support the replacement of current non-compliant drones.

The Florida Legislature amended section 934.50, Florida Statutes during the 2022 session. By July 1, 2022, governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of such a drone by January 1, 2023. This grant provides funding to replace drones that are not in compliance with Rule 60GG-2.0075, the Florida Administrative Code. PPD will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished.

After PPD purchased four (4) drones in 2019, the Florida legislature grounded drones with Chinese components. In 2024, the Florida legislature approved reimbursement for departments affected by Chinese components. Pensacola Police Department has applied for and received a grant of \$75,000.00 from the Florida Department of Law Enforcement (FDLE) Financial Assistant Drone Replacement Program. This grant provides funding to replace drones that are not in compliance with Rule 60GG-2.0075, the Florida Administrative Code. Pursuant to Rule

60GG-2.0075, the Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities.

PPD relinquished a total of three (3) noncompliant drones that were purchased in January 2019 to FDLE to be replaced with the purchase of compliant drones. The amended drone replacement agreement reinstated the grant period to July 1, 2024, and extended through June 30, 2025.

PRIOR ACTION:

None

FUNDING:

Budget:	\$75,000.00	
Actual:	\$75,000.00	
	\$75,000.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY2024-25 DRONE REPLACEMENT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) is \$75,000.00 based on the FDLE Office of Criminal Justice Grants (OCJG). Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/21/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Explanation No. 2024-97
2. Supplemental Budget Resolution No. 2024-97

PRESENTATION: No

THE CITY OF PENSACOLA

JANUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FY2024-25 DRONE REPLACEMENT PROGRAM - FDLE - RES NO. 2024-97

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	75,000	Increase appropriation for State Grants - FY25 Drone Replacement Program
Total Revenues	<u>75,000</u>	
Appropriations		
Capital Outlay	75,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>75,000</u>	

**RESOLUTION
NO. 2024-97**

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 GRANTS FUND

As Reads	State Grants	7,035,000
Amended		
To Read:	State Grants	7,110,000
As Reads	Operating Expenses	7,071,236
Amended		
To Read:	Operating Expenses	7,146,236

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1227

Agenda Conference

1/13/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE 14-24 -- RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

RECOMMENDATION:

That the City Council adopt on first reading Ordinance No 14-24:

AN ORDINANCE AMENDING ORDINANCE NO. 13-84 TO PROVIDE FOR THE EXEMPTION OF THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD FROM THE OBLIGATION TO ANNUALLY CONTRIBUTE TAX INCREMENT REVENUES TO THE REDEVELOPMENT TRUST FUND ESTABLISHED FOR THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED:

SUMMARY:

In 1972, a Special Act of the Florida legislature was passed creating the Pensacola Downtown Improvement Taxing District, as was subsequently amended. The Special Acts are codified in the City code. The Pensacola Downtown Improvement Taxing District is a dependent special district, and separate legal entity, created by the City. Taxes imposed within the Pensacola Downtown Improvement Taxing District boundaries are imposed by the City upon request of the Downtown Improvement Board (DIB). Therefore, pursuant to the redevelopment statutes, the DIB is considered a "taxing authority."

In 1984, City Council adopted Ordinance No. 13-84 creating a Redevelopment Trust Fund or Tax Incremental Financing ("TIF") District to fund the Urban Core Community Redevelopment Area. The ordinance established that all taxing authorities, except school districts and water management districts, were required to annually appropriate and pay into the Urban Core Redevelopment Trust Fund in order to fund community redevelopment activities pursuant to Chapter 163, Part III of the Florida Statutes. Since the Pensacola Downtown Improvement Taxing District boundaries lie within the boundaries of the Urban Core Community Redevelopment Area, the taxing authority is required to annually contribute to the TIF unless

otherwise exempted by the City.

The DIB's request to be exempted from the TIF contribution was discussed by the CRA during its July 2023 meeting and tentatively approved July 15, 2024 by City Council. This Ordinance amends existing Ordinances to exempt DIB from payment of the annual tax increment that would otherwise be due into the Urban Core Redevelopment Trust Fund.

PRIOR ACTION:

July 13, 2024 - The CRA Board met and considered DIB's request to be exempted from the annual TIF payment.

July 15, 2024 - The City Council met and tentatively approved DIB's request to be exempted from the annual TIF payment.

FUNDING:

Budget:	<u>\$680,000</u>	Estimated FY25 DIB required contribution
Actual:	\$680,000	Removed from the Urban Core Redevelopment Trust Fund
	<u>\$680,000</u>	TOTAL

FINANCIAL IMPACT:

Adoption of this Ordinance will exempt DIB from the required payment into the Urban Core Redevelopment Trust Fund. If the exemption is approved by City Council, the Pensacola Downtown Improvement Taxing District would no longer contribute to the Urban Core Trust Fund in future fiscal years. Revenues obtained from the Pensacola Downtown Improvement Taxing District assessment would be retained by the Downtown Improvement Board (DIB) to be used in accordance with its approved annual budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

12/19/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Erica Grancagnolo, Economic Development Director

ATTACHMENTS:

1. Proposed Ordinance No. 14-24
2. Business Impact Analysis Report - PROPOSED ORDINANCE 14-24

PRESENTATION: No

**PROPOSED
ORDINANCE NO. 14-24**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 13-84 TO
PROVIDE FOR THE EXEMPTION OF THE PENSACOLA
DOWNTOWN IMPROVEMENT BOARD FROM THE
OBLIGATION TO ANNUALLY CONTRIBUTE TAX
INCREMENT REVENUES TO THE REDEVELOPMENT TRUST
FUND ESTABLISHED FOR THE URBAN CORE COMMUNITY
REDEVELOPMENT AREA; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.

(B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council, subject to all responsibilities and liabilities imposed or incurred, and enumerated certain powers of an Executive Committee therein described and certain powers of the City Council.

(C) Resolution No. 22-10 adopted by the City Council on August 19, 2010, amended the composition of the Agency pursuant to the City's Charter which became effective on January 10, 2011, such that the Agency be comprised of the members of the City Council seated pursuant to the Charter and that such City Council assume the powers of the Executive Committee therein dissolved. An Interlocal Agreement dated April 12, 2017, between the City and the Agency, provides the Mayor certain executive authority and supervision over the daily operations of the Agency for the current Fiscal Year.

(D) Pursuant to Resolution No. 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest.

(E) On January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Urban Core Community Redevelopment Area (the "Redevelopment Plan").

(F) Ordinance No. 13-84 enacted by the City Council on March 8, 1984 (the "Trust Fund Ordinance") established the Urban Core Community Redevelopment Trust Fund (the "Redevelopment Trust Fund") and provided that the tax increment revenues allocated to and deposited in such fund (the "Tax Increment Revenues") shall be used for the purpose of financing the implementation of the Redevelopment Plan.

(G) As required by Section 163.387 of the Act, the Trust Fund Ordinance provides for the exemption of school districts and water management districts from the obligation to appropriate annual Tax Increment Revenues to the Redevelopment Trust Fund.

(H) The taxing authorities currently appropriating annual Tax Increment Revenues to the Redevelopment Trust Fund are (i) the City of Pensacola, Florida, (ii) Escambia County, Florida, and (iii) the Pensacola Downtown Improvement Board (the "Downtown Improvement Board").

(I) The Downtown Improvement Board is a dependent special district of the City created by Chapter 72-655, Laws of Florida, for objectives which include, but are not limited to, correcting downtown commercial blight, preserving property values, encouraging economic development, attracting commercial and residential re-investment into urban core, and beautifying downtown Pensacola through proper maintenance, aesthetic and technical design and redevelopment measures.

(H) The objectives of the Downtown Improvement Board are therefore complementary to the objectives of the Community Redevelopment Agency as set forth in the Urban Core Community Redevelopment Plan, and the area served by the Downtown Improvement Board, known as the Pensacola Downtown Improvement District, is located within the Urban Core Community Redevelopment Area.

(I) The Tax Increment Revenues contributed by the Downtown Improvement Board represent a relatively small percentage of the total increment deposited to the Redevelopment Trust Fund each year. According to the City's "Fiscal Year 2023 Report to Bondholders for the City of Pensacola, Florida", for Fiscal Years 2018-2023, the Tax Increment Revenues contributed by the Downtown Improvement Board represented an average of 5.14% of the total funds appropriated to the Redevelopment Trust Fund.

(J) Pursuant to that certain Interlocal Agreement between the Community Redevelopment Agency and the Downtown Improvement Board dated September 11, 2020 (as amended by Amendment No. 1 to Interlocal Agreement dated July 12, 2023, the "Interlocal Agreement"), and subject to satisfying all funding requirements with respect to debt obligations of the City secured or payable from Tax Increment Revenues, the Tax Increment Revenues appropriated by the Downtown Improvement Board are returned to the Downtown Improvement Board to fund redevelopment activities and projects pursuant to the Urban Core Community Redevelopment Plan. Such return of the Tax Increment Revenues to the Downtown Improvement Board has not resulted in an impediment to the payment of debt obligations of the City which are secured or payable from Tax Increment Revenues.

(K) Section 163.387(2)(d) of the Act authorizes the City, as the local governing body which created the Community Redevelopment Agency, to exempt a special district that levies ad valorem taxes within the Urban Core Redevelopment Area from the obligation to annually appropriate increment revenues to the Redevelopment Trust Fund, either in the City's sole discretion or in response to the request of the special district.

(L) In light of (i) the complementary redevelopment objectives of the Downtown Improvement Board and the Community Redevelopment Agency, (ii) the relatively small percentage of annual Tax Increment Revenues appropriated by the Downtown Improvement Board to the Redevelopment Trust Fund, (iii) the historical return of such Tax Increment Revenues to the Downtown Improvement Board pursuant to the Interlocal Agreement without adverse impact on the City's ability to satisfy its funding requirements for debt obligations secured by Tax Increment Revenues, and (iv) the authority set forth in section 163.387(2)(d) of the Act, the City Council hereby determines, in its sole discretion, to exempt the Downtown Improvement Board from the requirement to appropriate annual Tax Increment Revenues to the Redevelopment Trust Fund, effective with the fiscal year of the Downtown Improvement Board commencing on October 1, 2024.

(M) This Ordinance is adopted for purposes of amending the Trust Fund Ordinance to reflect such exemption.

(N) A public meeting for the purpose of receiving comments from interested parties has been duly held and such comments, if any, have been heard and considered.

SECTION 2. AMENDMENT OF TRUST FUND ORDINANCE. Section 3 of Ordinance No. 13-84 is hereby amended to include a new paragraph (F) as follows, with additional text indicated by underline.

"SECTION 3. Funding of Redevelopment Trust Fund.

...

F. Notwithstanding anything herein to the contrary, in accordance with §163.387(2)(d)1. of the Act, the Pensacola Downtown Improvement Board is hereby exempted from the requirement to annually appropriate increment revenues to the Redevelopment Trust Fund. Such exemption shall take effect with the fiscal year of the Downtown Improvement Board commencing on October 1, 2024 and shall continue for the duration of this ordinance."

SECTION 3. RATIFICATION AND CONFIRMATION. Except as amended hereunder, all prior ordinances, resolutions and actions by the City Council regarding the establishment and creation of the Agency, the Urban Core Community Redevelopment Area, the Redevelopment Plan and the Redevelopment Trust Fund, including but not limited to findings of blight and necessity associated therewith, are hereby ratified and confirmed.

SECTION 4. SEVERABILITY. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted:_____

Approved:_____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: PROPOSED ORDINANCE 14-24 -- RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

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):

In 1984, City Council adopted Ordinance No. 13-84 creating a Redevelopment Trust Fund or Tax Incremental Financing ("TIF") District to fund the Urban Core Community Redevelopment Area. The ordinance established that all taxing authorities, except school districts and water management districts, were required to annually appropriate and pay into the Urban Core Redevelopment Trust Fund in order to fund community redevelopment activities pursuant to Chapter 163, Part III of the Florida Statutes. Since the Pensacola Downtown Improvement Taxing District boundaries lie within the boundaries of the Urban Core Community Redevelopment Area, the taxing authority is required to annually contribute to the TIF unless otherwise exempted by the City.

The DIB's request to be exempted from the TIF contribution was discussed by the CRA during its July 2023 meeting and tentatively approved July 15, 2024 by City Council. This Ordinance amends existing Ordinances to exempt DIB from payment of the annual tax increment that would otherwise be due into the Urban Core Redevelopment Trust Fund.

DIB will therefore keep their tax base to further their public purpose of enhancing the quality of life and economic success by creating a cleaner, safer and more enjoyable environment.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

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

No.

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

There are no new charges.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Less than 100.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

This Ordinance does not change the amount of taxes paid by any property owner in the Downtown Improvement District. It allows the District to keep the tax funding they levy to foster their mission.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-2

Agenda Conference

1/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 13-24 VACATION OF RIGHT OF WAY - 1000 W. MORENO STREET AND ADJACENT PARCELS - BAPTIST HOSPITAL LEGACY CAMPUS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 13-24 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEYWAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

A request has been received from Baptist Hospital for vacation of rights-of-way at 1000 W. Moreno Street and adjacent Baptist Hospital parcels (1100 BLK W. Mallory Street, 1200 W. Mallory Street, and 1700 N. "J" Street). The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the vacation request.

In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, except for a 30'-wide easement in the Mallory Street portion to accommodate an existing Florida Power & Light facility.

This request will provide for clear title to the land which is being purchased and developed into two affordable, workforce housing developments to be known as Kupfrian Manor (94-unit senior community) and Avery Place (112-unit family community). Tax credits supporting the transactions have been secured through Florida Housing Finance Corporation (FHFC) and tax exempt bonds have been induced by Escambia County Housing Finance Agency. In addition,

CDBG Disaster Recovery funds were also awarded from FHFC, and the development group is estimating construction budgets collectively over \$48M (hard costs alone) to construct both properties, which will stimulate further economic growth in the area. Attached is a draft aerial schematic of the property developments for reference.

PRIOR ACTION:

December 12, 2024 - City Council voted to approve Proposed Ordinance No. 13-24 on first reading.

November 12, 2024 - The Planning Board recommended approval of the Vacation of ROW in a 7:0 vote.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

11/12/2024

STAFF CONTACT:

Tim Kinsella, City Administrator

David Forte, Deputy City Administrator

Sherry Morris, AICP, Development Services Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 13-24
2. Business Impact Estimate - Proposed Ordinance No. 13-24
3. Planning Board Packet - 1000 W. Moreno Street Vacation ROW
4. 1100 W. Moreno Street_Sensitive Properties Review Letter
5. Planning Board Minutes November 12, 2024
6. PACES - Kupfrian Manor_Avery Place proposed site plan

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING
AN UNIMPROVED PORTION OF MALLORY STREET, AN
UNIMPROVED PORTION OF "I" STREET, AND
UNIMPROVED ALLEY WAYS IN PENSACOLA, ESCAMBIA
COUNTY, STATE OF FLORIDA; PROVIDING FOR
SEVERABILITY; REPEALING CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on December 12, 2024, as to the vacation
of an unimproved portion of Mallory Street, and unimproved portion of "I" Street, and
unimproved alley ways in Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter described, will
contribute to the general welfare of the City of Pensacola in that said right-of-way is no
longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described rights-of-way in Pensacola, Escambia
County, Florida are hereby closed, discontinued, vacated, and forever abandoned by
the City of Pensacola as a public thoroughfare:

That portion of Mallory Street (55' R/W) lying east of the east R/W line of "J"
Street (50' R/W), south of the south line of Block 42, Kupfrian Park, Kupfrian Park
Company's subdivision of a portion of Section 29 and all of Section 30, Township
2 South, Range 30 West, Escambia County, Florida, according to map of said
subdivision recorded in deed book 62, page 245 of the public records of
Escambia County, Florida, west of the west line of that portion of Mallory Street
(55' R/W) vacated in map book 14, page 331, Escambia County Board of County
Commissioners and north of the north line of Block 41 of said Kupfrian Park.

That portion of "I" Street (60' R/W) lying south of the south line of Park Place, as
described in deed book 70, page 258, of the public records of Escambia County,
Florida, and north of the north right of way line of Mallory Street (55' R/W) in
Escambia County, Florida.

The 20' alley lying east of the east right of way line of "I" Street (60' R/W), west of
the west right of way line of "H" Street (50' R/W), south of the south line of lots, 9,
10, 11, 12, 13, 14, 15, 16, 17, and 18, north of the north line of lots, 19, 20, 21,
22, 23, 24, 25, 26, 27 and 28, Block 79, North Hill Highlands, a resubdivision of

the Dallas Tract according to plat recorded in deed book 62, page 244, of the records of Escambia County, Florida.

The 20' alley lying in Block 80, said block lying south of the south line of Park Place, described in deed book 70, page 258, of the public records of Escambia County, Florida, east of the east right of way line of "I" Street (60' R/W), north of the north right of way line of Mallory Street (80' R/W), and west of the west right of line of "H" Street (50' R/W), according to the Watson/Overman map of Pensacola copyrighted in 1949.

Commencing at the southwest corner of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in Deed Book 62, Page 245 of the Public Records of Escambia County, Florida, thence run north along the west line of said block a distance of 140.00 feet to the northwest corner of Lot 6 and the southwest corner of a 20' alley; thence run east along the north lines of Lots 4, 5 and 6 for 150.00 feet to the northeast corner of Lot 4 and the point of beginning; thence continue along the alley's eastward extension 150.00 feet to the west right of way line of "I" Street (60' R/W); thence run north along said R/W line for 20.00 feet to the intersection of said R/W line with the eastward extension of the south lines of Lots 7, 8 and 9 of said Block 42; thence run west along the extension for 150.00 feet to the southeast corner of Lot 9; thence run south 20.00 feet to the point of beginning.

Lying in and being a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida.

SECTION 2. That the owners of the abutting property be, and they are hereby, authorized to acquire possession of the rights-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for Florida Power & Light and its successors and assigns, an easement over the southernmost 30 feet of the Mallory Street right-of-way vacated hereby for the purpose of locating, installing, upgrading, constructing, repairing, replacing and maintaining public utilities and related improvements.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 13-24. AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEY WAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; 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):

That the following described rights-of-way in Pensacola, Escambia County, Florida are hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

That portion of Mallory Street (55' R/W) lying east of the east R/W line of "J" Street (50' R/W), south of the south line of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in deed book 62, page 245 of the public records of Escambia County, Florida, west of the west line of that portion of Mallory Street (55' R/W) vacated in map book 14, page 331, Escambia County Board of County Commissioners and north of the north line of Block 41 of said Kupfrian Park.

That portion of "I" Street (60' R/W) lying south of the south line of Park Place, as described in deed book 70, page 258, of the public records of Escambia County, Florida, and north of the north right of way line of Mallory Street (55' R/W) in Escambia County, Florida.

The 20' alley lying east of the east right of way line of "I" Street (60' R/W), west of the west right of way line of "H" Street (50' R/W), south of the south line of lots, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, north of the north line of lots, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 79, North Hill Highlands, a resubdivision of the Dallas Tract according to plat recorded in deed book 62, page 244, of the records of Escambia County, Florida.

The 20' alley lying in Block 80, said block lying south of the south line of Park Place, described in deed book 70, page 258, of the public records of Escambia County, Florida, east of the east right of way line of "I" Street (60' R/W), north of the north right of way line of Mallory Street (80' R/W), and west of the west right of line of "H" Street (50' R/W), according to the Watson/Overman map of Pensacola copyrighted in 1949.

Commencing at the southwest corner of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in Deed Book 62, Page 245 of the Public Records of Escambia County, Florida, thence run north along the west line of said block a distance of 140.00 feet to the northwest corner of Lot 6 and the southwest corner of a 20' alley; thence run east along the north lines of Lots 4, 5 and 6 for 150.00 feet to the northeast corner of Lot 4 and the point of beginning; thence continue along the alley's eastward extension 150.00 feet to the west right of way line of "I" Street (60' R/W); thence run north along said R/W

line for 20.00 feet to the intersection of said R/W line with the eastward extension of the south lines of Lots 7, 8 and 9 of said Block 42; thence run west along the extension for 150.00 feet to the southeast corner of Lot 9; thence run south 20.00 feet to the point of beginning.

Lying in and being a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

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

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

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would vacate public rights-of-way and would not have an adverse economic impact on private, for-profit business in the city.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1053

Planning Board

11/12/2024

ACTION ITEM

SUBJECT:

Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno Street, Baptist Hospital Legacy Campus

SUMMARY:

A request has been received from Baptist Hospital for vacation of rights-of-way at 1100 W. Moreno Street. The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the potential vacation. In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, with the exception to a 30'-wide easement in the Mallory Street portion to accommodate an existing FP&L facility.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

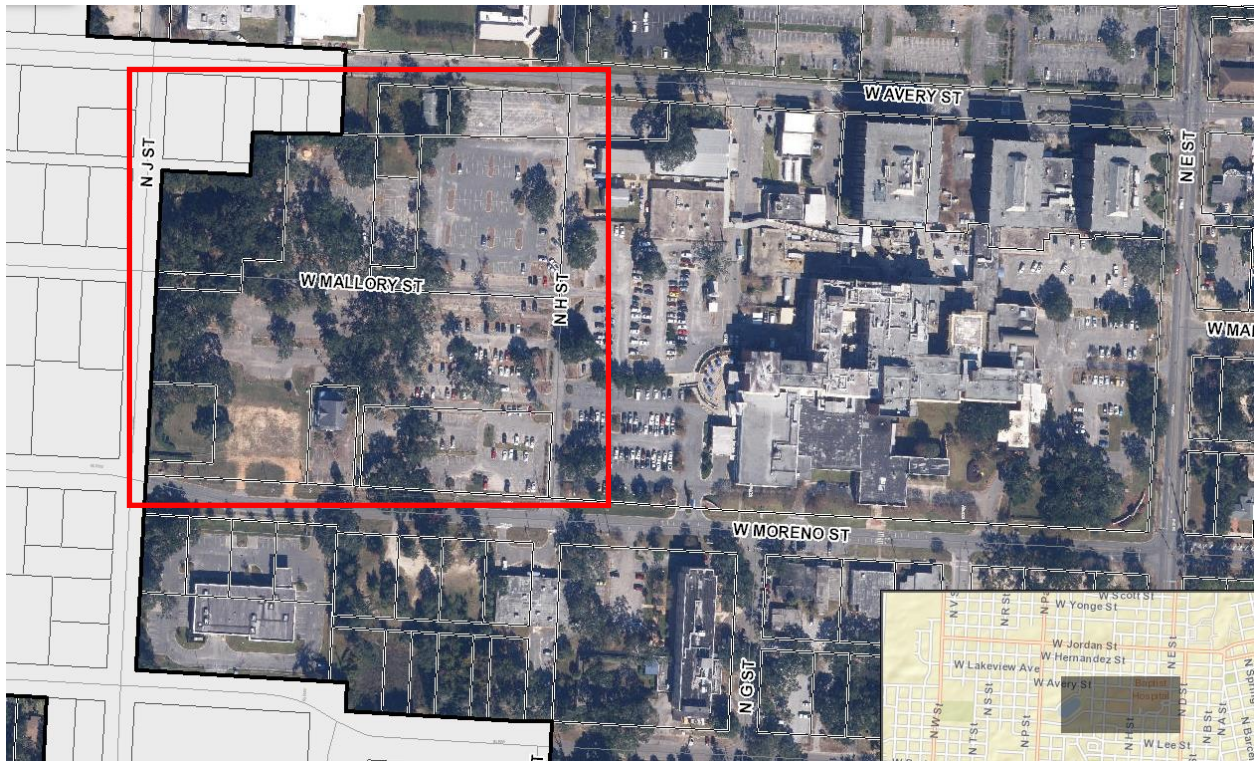
RECOMMENDED CODE SECTIONS

[Sec. 12-11-4. Vacation of streets, alleys](#)

ATTACHMENTS:

1. Baptist Hospital Vacation of ROW_Images
2. Baptist Hospital_ROW Vacation Application and Materials
3. Review Comments_Old Baptist Hospital Vacation ROW
4. Sec._12_11_4._Vacation_of_streets__alleys

Baptist Hospital Legacy Campus – Vacation of Rights-of-Way



VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00



Applicant Information:

Name: Baptist Health Care, Inc.

Address: 125 Baptist Way, Suite 6A, Pensacola, FL 32503

Phone: 449-227-3862

Fax: _____

Email: jessica.andrade@bhcpns.org

Property Information:

Owner Name: Baptist Health Care, Inc.

Location/Address: 1000 W. Moreno St., Pensacola, FL 32501

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

See attached Rider

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Scallan

Signature of Applicant

Date

10/9/24

(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____

Sec. 12-12-4. Vacation of Streets, alleys

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
 - (a) The application shall be submitted on a form provided by the board secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. A legal description of the property proposed to be vacated;
 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 4. Reason for vacation request;
 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
 - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
 - (d) Any party may appear in person, by agent, or by attorney.
 - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(B) *Planning board review and recommendation.* The community development department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment: Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.
 - (a) A sign shall be prominently posted on the property to which the application pertains, at least seven (7) days prior to the scheduled board meeting.
 - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
 - (a) In case of an alley vacation request all adjacent owners shall be notified.
 - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

(D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(E) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(F) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

RIDER TO APPLICATION FOR VACATION OF ALLEY OR STREET RIGHT OF WAY

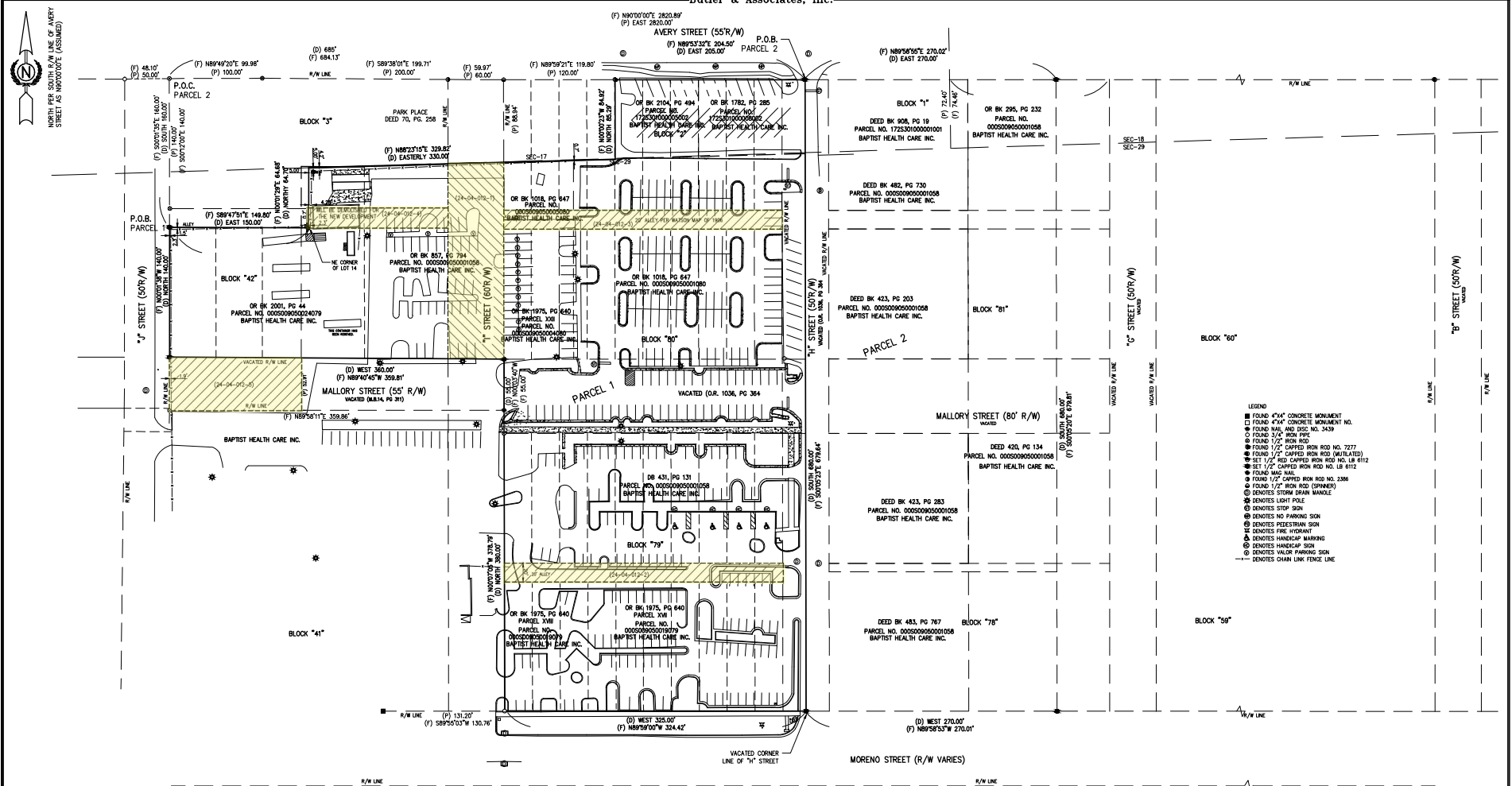
BAPTIST HEALTH CARE, INC.

Attached hereto are (i) Butler & Associates of Pensacola, Inc. prepared sketches and legal descriptions for five (5) separate rights of way to be vacated pursuant to this application and (ii) that certain Ownership and Encumbrance Report prepared by First American Title Insurance Company bearing file number 110490925 ("Title Report"). As evidenced in the Title Report, the applicant, Baptist Health Care, Inc., owns the abutting real property on either side of the rights-of-way to be vacated.

A description of the rights-of-way to be vacated is as follows:

1. "I" Street – a portion of "I" Street lying southerly of the south line of "Park Place" (Deed Book 70, Page 258) and northerly of the north right of way line of Mallory Street. See the Title Report descriptions for Parcels 42-A and 42-B which abut the "I" Street right-of-way to the West and parcels 80-A and 80-B abutting the right-of-way to the East.
2. 20-foot alley line between the easterly boundary of "I" street and the westerly boundary of "H" Street with lots 9 through 18, inclusive, to the north and lots 19 through 28, inclusive, to the south, all of Block 79, North Hill Highlands (Deed book 62, page 244). See the Title Report description of Block 79, North Hill Highlands, lots 9 through 28, for the property lying to the north and south of the right-of-way.
3. 20-foot alley line in Block 80, south of the south line of Park Place between the East right-of-way line of "I" Street and the west right-of-way line "H" Street. See the Title Report descriptions of Parcel 80-A for the northerly abutting property and the description of Parcel 80-B for the southerly abutting property.
4. The easterly 150 feet of that certain 20-foot alley lying within Block 42, Kupfrian Park (Deed Book 62, Page 245) and abutting the west boundary of "I" Street. See the description in the Title Report for Parcel 42-A as to the northerly abutting property and the description of Parcel 42-B as to the southerly abutting property.
5. That portion of Mallory Street which lies east of the East right-of-way line of "J" Street and the West line of that portion of Mallory Street previously vacated in Map Book 14, Page 311. See the Title Report descriptions for Parcel 41-A for the southerly abutting property and Parcel 42-B for the northerly abutting property.

The foregoing rights-of-way are requested to be vacated in order to properly consolidate ownership of the adjacent tracts for the purpose of developing affordable housing on the subject property.



PAGE 1 OF 3

LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT OF WAY, RECORDED OR UNRECORDED, BY THIS FIRM. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE, UNDERGROUND PORTIONS OF FOUNDATIONS, FOOTINGS, OR ANY OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED. MEASUREMENTS WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS. PROPERTY IS SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD. THIS DRAWING ONLY REFLECTS SETBACK LINES WHICH APPEAR ON THE RECORDED PLAT. THIS PROPERTY MAY ALSO BE SUBJECT TO SETBACK LINES MANDATED BY ZONING ORDINANCES AND/OR RESTRICTIVE COVENANTS OF RECORD. THIS SURVEY AND/OR SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP, FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS SURVEY AND/OR SKETCH FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS SURVEY AND/OR SKETCH CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

REVISIONS	FIELD BOOK	DATE	TYPE SURVEY	ASBLUT	SCALE	1"=50'	SURVEYORS CERTIFICATE	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER
					ISSUE DATE:	04/13/24	I HEREBY STATE THAT THIS SURVEY AND/OR SKETCH OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.	WILLIAM T. BUTLER REGISTERED LAND SURVEYOR NO. 3774
				FIELD DATE:	03/28/24			
				ORDER NO.:	24-04-012			
				FIELD BOOK:	2129/54			
					DRAWN BY:	CK		



Butler & Associates of Pensacola, Inc.
Professional Surveyors and Mappers

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2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FLORIDA 32514
TELE: (850)-476-4768
FAX: (850)-476-4945

CLIENT



NORTH PER R/W LINE OF "I" STREET
AS N00°00'00"E (ASSUMED)

AVERY STREET (55' R/W)

BLOCK "3"

PARK PLACE
DEED 70, PG. 258

BLOCK "2"

SOUTH LINE OF PARK PLACE

SEC-17

SEC-29

"I" STREET (60' R/W)

BLOCK "80"

MALLORY STREET (55' R/W)

THAT PORTION OF "I" STREET (60' R/W) LYING SOUTH OF
THE SOUTH LINE OF PARK PLACE, AS DESCRIBED IN DEED
BOOK 70, PAGE 258, OF THE PUBLIC RECORDS OF ESCAMBIA
COUNTY, FLORIDA, AND NORTH OF THE NORTH RIGHT OF WAY
LINE OF MALLORY STREET (55' R/W) IN ESCAMBIA COUNTY,
FLORIDA.

SKETCH ONLY, NOT A BOUNDARY SURVEY

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REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.

SCALE	TYPE	ISSUE DATE	FIELD DATE	ORDER NO.	FIELD BOOK
1"=50'	LEGAL & SKETCH	9/25/24	N/A	24-04-012-1	N/A

CERTIFICATE									
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.									
• Degree	P.R.C.	Point of Reverse Curvature	B.S.L.	Building Setback Line	H/T	Hub and Tack	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER		
• Feet or Minutes	P.C.C.	Point of Compound Curvature	D	Dead	C/M	Concrete Monument			
• Inches or Seconds	P.R.M.	Permanent Reference Monument	P	Plot	O/S	Offset Point			
N	R/W	Right of Way	F	Field	O.H.W.	Overhead Utility Wire			
South	R.P.	Radius Point	P.O.C.	Point of Commencement		Concrete or Pavement			
East	Δ	Central Angle	P.O.B.	Point of Beginning		Wood Decking			
West	R	Radius	I.R.	Iron Rod		Covered Area			
P.C.P.	L	Length of Arc	C.I.R.	Capped Iron Rod	---x---	Wire of Chain Link Fence			
P.T.	C	Chord	I.P.	Iron Pipe	---+---	Wooden Privacy Fence			
P.C.	C.B.	Chord Bearing	N/D	Well and Disk					

Florida Corporate No. 12 6112

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

Florida Corporate No. LB 6112



Butler & Associates of Pensacola, Inc.

PROFESSIONAL SURVEYORS AND MAPPERS
Commercial • Residential • Boundary • Topographic • Mortgage Surveys

PENSACOLA

2420 East Olive Road, Suite "A", Pensacola, FL 32514
P.O. Box 15147, Pensacola, FL 32514
(850) 476-4768
Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3774

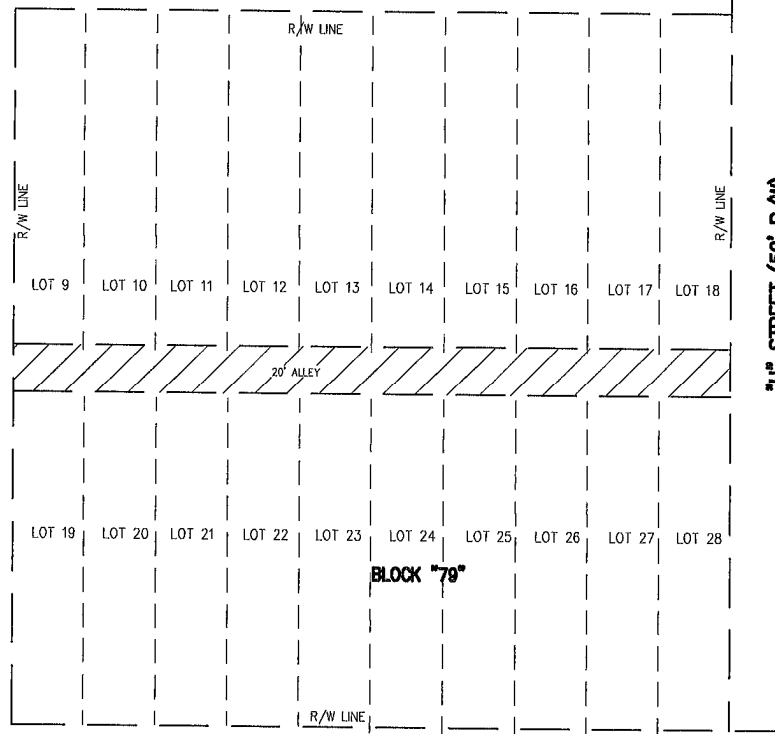


NORTH PER R/W LINE OF "H" STREET
AS N00°00'00"E (ASSUMED)

"I" STREET (60' R/W)

MALLORY STREET (80' R/W)

"H" STREET (50' R/W)



MORENO STREET (R/W VARIES)

THE 20' ALLEY LYING EAST OF THE EAST RIGHT OF WAY LINE OF "I" STREET (60' R/W), WEST OF THE WEST RIGHT OF WAY LINE OF "H" STREET (50' R/W), SOUTH OF THE SOUTH LINE OF LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, NORTH OF THE NORTH LINE OF LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28, BLOCK 79, NORTH HILL HIGHLANDS, A RESUBDIVISION OF THE DALLAS TRACT ACCORDING TO PLAT RECORDED IN DEED BOOK 62, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

SKETCH ONLY, NOT A BOUNDARY SURVEY

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REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.

SCALE 1"=50'	TYPE LEGAL & SKETCH	ISSUE DATE 9/25/24	FIELD DATE N/A	ORDER NO. 24-04-012-2	FIELD BOOK N/A																																																																						
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.																																																																											
<table><tr><td>• Degree</td><td>P.R.C.</td><td>Point of Reverse Curvature</td><td>B.S.L.</td><td>Building Setback Line</td><td>H/T</td><td>Hub and Tack</td></tr><tr><td>• Feet or Minutes</td><td>P.C.C.</td><td>Point of Compound Curvature</td><td>D</td><td>Deed</td><td>C.M.</td><td>Concrete Monument</td></tr><tr><td>• Inches or Seconds</td><td>P.P.M.</td><td>Permanent Reference Monument</td><td>P</td><td>Plot</td><td>O/S</td><td>Offset Point</td></tr><tr><td>N North</td><td>R/W</td><td>Right of Way</td><td>F</td><td>Field</td><td>O.H.W.</td><td>Overhead Utility Wire</td></tr><tr><td>S South</td><td>R.P.</td><td>Radius Point</td><td>P.O.C.</td><td>Point of Commencement</td><td></td><td>Concrete or Pavement</td></tr><tr><td>E East</td><td>A</td><td>Central Angle</td><td>P.O.B.</td><td>Point of Beginning</td><td></td><td>Wood Decking</td></tr><tr><td>W West</td><td>R</td><td>Radius</td><td>L.R.</td><td>Capped Iron Rod</td><td>-x-x-</td><td>Covered Area</td></tr><tr><td>P.C.P. Permanent Control Point</td><td>L</td><td>Length of Arc</td><td>C.I.R.</td><td>Capped Iron Rod</td><td>-w-w-</td><td>Wire of Chain Link Fence</td></tr><tr><td>P.T. Point of Tangency</td><td>C</td><td>Chord</td><td>I.P.</td><td>Iron Pipe</td><td>->->-</td><td>Wooden Privacy Fence</td></tr><tr><td>P.C. Point of Curvature</td><td>C.B.</td><td>Chord Bearing</td><td>N/D</td><td>Not and Disk</td><td></td><td></td></tr></table>						• Degree	P.R.C.	Point of Reverse Curvature	B.S.L.	Building Setback Line	H/T	Hub and Tack	• Feet or Minutes	P.C.C.	Point of Compound Curvature	D	Deed	C.M.	Concrete Monument	• Inches or Seconds	P.P.M.	Permanent Reference Monument	P	Plot	O/S	Offset Point	N North	R/W	Right of Way	F	Field	O.H.W.	Overhead Utility Wire	S South	R.P.	Radius Point	P.O.C.	Point of Commencement		Concrete or Pavement	E East	A	Central Angle	P.O.B.	Point of Beginning		Wood Decking	W West	R	Radius	L.R.	Capped Iron Rod	-x-x-	Covered Area	P.C.P. Permanent Control Point	L	Length of Arc	C.I.R.	Capped Iron Rod	-w-w-	Wire of Chain Link Fence	P.T. Point of Tangency	C	Chord	I.P.	Iron Pipe	->->-	Wooden Privacy Fence	P.C. Point of Curvature	C.B.	Chord Bearing	N/D	Not and Disk		
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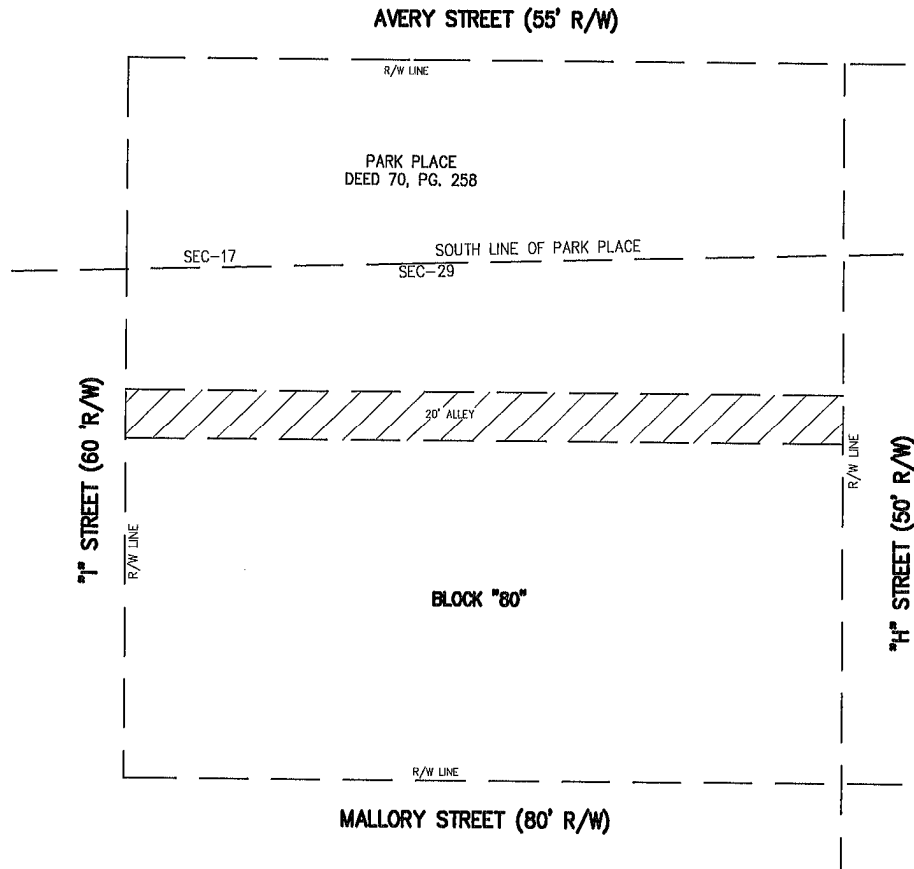
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WILLIAM T. BUTLER P.S.M. No. 3774 ☐



NORTH PER R/W LINE OF "H" STREET
AS N00°00'00"E (ASSUMED)



THE 20' ALLEY LYING IN BLOCK 80, SAID BLOCK LYING SOUTH OF THE SOUTH LINE OF PARK PLACE, DESCRIBED IN DEED BOOK 70, PAGE 258, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, EAST OF THE EAST RIGHT OF WAY LINE OF "I" STREET (60' R/W), NORTH OF THE NORTH RIGHT OF WAY LINE OF MALLORY STREET (80' R/W), AND THE WEST RIGHT OF WAY LINE OF "H" STREET (50' R/W), ACCORDING TO THE WATSON/OVERMAN MAP OF PENSACOLA COPYRIGHTED IN 1949.

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REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.

SCALE 1"=50'	TYPE LEGAL & SKETCH	ISSUE DATE 9/25/24	FIELD DATE N/A	ORDER NO. 24-04-012-3	FIELD BOOK N/A
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CERTIFICATE
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

° Degree	P.R.C. Point of Reverse Curvature	B.S.L. Building Setback Line	H/T Hub and Tack
" Feet or Minutes	P.C.C. Point of Compound Curvature	D Deed	C.M. Concrete Monument
" Inches or Seconds	P.R.M. Permanent Reference Monument	P Plat	O/S Offset Point
N North	R/W Right of Way	F Field	O.H.W. Overhead Utility Wire
S South	R.P. Radius Point	P.O.C. Point of Commencement	Concrete or Pavement
E East	Δ Central Angle	P.O.B. Point of Beginning	Wood Decking
W West	R Radius	I.R. Iron Rod	Covered Area
P.C.P. Permanent Control Point	L Length of Arc	C.I.R. Capped Iron Rod	Wire of Chain Link Fence
P.T. Point of Tangency	C Chord	I.P. Iron Pipe	Wooden Privacy Fence
P.C. Point of Curvature	C.B. Chord Bearing	N/D Nail and Disk	

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WILLIAM T. BUTLER P.S.M. No. 3774 ☐



"J" STREET (50' R/W)

"I" STREET (60' R/W)

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42, KUPFRIAN PARK, KUPFRIAN PARK COMPANYS SUBDIVISION OF A PORTION OF SECTION 29 AND ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN DEED BOOK 82, PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA, THENCE RUN NORTH ALONG THE WEST LINE OF SAID BLOCK A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF LOT 6 AND THE SOUTHWEST CORNER OF A 20' ALLEY; THENCE RUN EAST ALONG THE NORTH LINES OF LOTS 4, 5 AND 6 FOR 150.00 FEET TO THE NORTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ALLEYS EASTWARD EXTENSION 150.00 FEET TO THE WEST RIGHT OF WAY LINE OF "I" STREET (60' R/W); THENCE RUN NORTH ALONG SAID R/W LINE FOR 20.00 FEET TO THE INTERSECTION OF SAID R/W LINE WITH THE EASTWARD EXTENSION OF THE SOUTH LINES OF LOTS 7, 8 AND 9 OF SAID BLOCK 42; THENCE RUN WEST ALONG THE EXTENSION FOR 150.00 FEET THE THE SOUTHEAST CORNER OF LOT 9; THENCE RUN SOUTH 20.00 FEET THE THE POINT OF BEGINNING.

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REVIEWS	ISSUE DATE	FIELD DATE	FB./PG.

SCALE 1"=50'	TYPE LEGAL & SKETCH	ISSUE DATE 9/25/24	FIELD DATE N/A	ORDER NO. 24-04-012-4	FIELD BOOK N/A
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WILLIAM T. BUTLER P.S.M. No. 3774 ☐



NORTH PER R/W LINE OF "H" STREET
AS N00°00'00"E (ASSUMED)

"J" STREET (50' R/W)

R/W LINE

BLOCK "42"

R/W LINE

R/W LINE

BLOCK "41"

MALLORY STREET (55' R/W)
VACATED (M.B. 14, PG 311)

R/W LINE

"I" STREET (60' R/W)

THAT PORTION OF MALLORY STREET (55' R/W) LYING EAST OF THE EAST RIGHT OF WAY LINE OF "J" STREET (50' R/W), SOUTH OF THE SOUTH LINE OF BLOCK 42, KUPFRIAN PARK, KUPFRIAN PARK COMPANY'S SUBDIVISION OF A PORTION OF SECTION 29 AND ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN DEED BOOK 62, PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, WEST OF THE WEST LINE OF THAT PORTION OF MALLORY STREET (55' R/W) VACATED IN MAP BOOK 14, PAGE 311, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND NORTH OF THE NORTH LINE OF BLOCK 41 OF SAID KUPFRIAN PARK.

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REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.

SCALE 1"=50'	TYPE LEGAL & SKETCH	ISSUE DATE 9/25/24	FIELD DATE N/A	ORDER NO. 24-04-012-5	FIELD BOOK N/A
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CERTIFICATE

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• Degrees	P.R.C.	Point of Reverse Curvature	B.S.L.	Building Setback Line	H/T	Hub and Tack
" Feet or Minutes	P.C.C.	Point of Compound Curvature	D	Deed	C.M.	Concrete Monument
" Inches or Seconds	P.R.M.	Permanent Reference Monument	P	Plot	O/S	Offset Point
N North	R/W	Right of Way	F	Field	O.H.W.	Overhead Utility Wire
S South	R.P.	Radius Point	P.O.C.	Point of Commencement		Concrete or Pavement
E East	Δ	Central Angle	P.O.B.	Point of Beginning		Wood Decking
W West	R	Radius	I.R.	Iron Rod		Covered Area
P.C.P. Permanent Control Point	L	Length of Arc	C.I.R.	Capped Iron Rod	--x--	Wire of Chain Link Fence
P.T. Point of Tangency	C	Chord	I.P.	Iron Pipe	--+--	Wooden Privacy Fence
P.C. Point of Curvature	C.B.	Chord Bearing	N/D	Nail and Disk		

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WILLIAM T. BUTLER P.S.M. No. 3774 ☐

Ownership and Encumbrance Report

First American Issuing Office:

First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6123

Customer Reference Number: Baptist Hospital

First American File Number: 110490925

Prepared For:

Nelson Mullins Riley & Scarborough LLP
P.O. Box 4961
Orlando, FL 32802

Legal Description:

LEGAL DESCRIPTION: PARCEL 42-A

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID BLOCK 42 AND EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 39.54 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 300.14 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID BLOCK 42 AND WESTERLY RIGHT OF WAY LINE OF "I" STREET; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID BLOCK 42 AND WESTERLY RIGHT OF WAY LINE OF "I" STREET, A DISTANCE OF 48.02 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF AN ALLEY, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING

LEGAL DESCRIPTION: PARCEL 42-B

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN WESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 42, ALSO BEING AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID BLOCK 42 AND EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 140.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN EASTERLY, ALONG SAID SOUTHERLY LINE OF AN EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 42; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "I" STREET AND EASTERLY LINE OF BLOCK 42, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING

LEGAL DESCRIPTION: PARCEL 80-A

COMMENCING AT A POINT ON THE SOUTHWEST CORNER OF BLOCK 80, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT OF RE-SUBDIVISION OF DALLAS TRACT, RECORDED IN DEED BOOK 26, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (80 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN NORTHERLY, ALONG THE WESTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 160.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 51.06 FEET, MORE OR LESS, TO THE TO AN INTERSECTION WITH THE NORTHERLY LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 300.14 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (50 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 80; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "H" STREET AND EASTERLY LINE OF BLOCK 80, A DISTANCE OF 60.19 FEET, MORE OR LESS, TO THE AFORESAID NORTHERLY LINE OF AN EXISTING ALLEY; THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF THE EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL 80-B

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 80, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT OF RE-SUBDIVISION OF DALLAS TRACT, RECORDED IN DEED BOOK 26, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (80 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 140.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN EASTERLY, ALONG SAID SOUTHERLY LINE OF AN EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (50 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 80; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "H" STREET AND EASTERLY LINE OF BLOCK 80, A DISTANCE OF 140.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (60 FOOT RIGHT OF WAY) ALSO BEING THE SOUTHEAST CORNER OF BLOCK 80; THENCE WESTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND SOUTH LINE OF BLOCK 80, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL 41-A

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 41 KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND NORTHERLY LINE OF BLOCK 41 A DISTANCE OF 150.00 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 140.00 FEET TO THE NORTHERLY LINE OF AN EXISTING ALLEY; THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF THE EXISTING ALLEY, A DISTANCE OF 150.00 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF "J" STREET AND WESTERLY LINE OF BLOCK 41; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "J" STREET AND WESTERLY LINE OF BLOCK 41, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

AND

LOTS 9 TO 28, INCLUSIVE, BLOCK 79, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 62, PAGE 244, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

1. Grantee(s) In Last Deed of Record:

Baptist Health Care, Inc., a Florida not for profit corporation, successor by merger to Baptist Health Care, Inc., a Florida not for profit corporation and Baptist Hospital, Inc., a Florida not-for-profit corporation, by virtue of Deed Book 203, Page 207; Deed Book 203, Page 302; Deed Book 206, Page 215; Deed Book 213, Page 526; Deed Book 254, Page 269; Deed Book 280, Page 540; Deed Book 295, Page 232; Deed Book 296, Page 29, Deed Book 296, Page 223; Deed Book 254, Page 269; Deed Book 296, Page 182; Deed Book 296, Page 185; Deed Book 420, Page 133; Deed Book 423, Page 203; Deed Book 482, Page 730; Deed Book 423, Page 283; Deed Book 483, Page 736; Deed Book 431, Page 131; Book 1036, Page 365; Book 1465, Page 574; Book 1984, Page 989; Book 2001, Page 42; Book 2001, Page 44; Book 2004, Page 222; Book 2871, Page 966; Book 2871, Page 981; Book 2873, Page 837 and Book 8899, Page 1852

2. Encumbrances/Matters Affecting Title (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

(X) Exhibit Attached () Exhibit Not Attached.

<u>Type of Instrument</u>	<u>O.R.Book</u>	<u>Page</u>
Plat of North Hill Highlands	DB 62	244
Underground Easement for Electric Service	1987	357
Utility Easement	2798	605
Declaration of Covenants and Restrictions	7016	772
Waiver of Right of First Refusal	9093	138
Underground Distribution Easement	7293	231
Tree Trim, Cut and Removal Easement	7678	1322
Declaration of Restrictive Covenant	8704	939

Copies of the Encumbrances/Matters Affecting Title (**X**) are () are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 000S009050024079; 000S009050001058; 000S009050001080; 000S009050004080; 000S0090500019079; and 000S009050005080 for tax year 2023

Gross Tax: \$ (X) Paid () Not Paid.

Unpaid Taxes for Prior Years: None

Map Code:

Assessment: \$

Customer Reference Number:
First American File Number: 110490925

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from Earliest Public Records to September 19, 2024 at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of ESCAMBIA County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Michael Abbey", is written over a horizontal line.

Michael Abbey, as SVP, Division Region Manager

Dated:10/04/2024

Department:	Comments:
Planning	No comment.
FIRE	No comment.
PW/E	No comment (Streets and Traffic).
Surveyor	No comment.
Inspection Svcs	No comment.
Pensacola Energy	No objection - see attached.
ECUA	No objection - see attached.
FPL	No objection - see attached. Request to retain 30' easement in Mallory Street south portion for existing facilities.
ATT	No objection - see attached.
FDOT	No comment.
CRA	No comment.
Parking	No comment.
Airport	No comment.
Arborist	No comment.

Gregg Harding

From: KENNINGTON, STEPHEN <sk1674@att.com>
Sent: Thursday, October 24, 2024 9:12 AM
To: Gregg Harding
Cc: CHANDLER, JASON; MARTIN, JEREMY C; Leslie Odom
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Original response is valid.

Stephen Kennington <><
Manager – OSP Plng and Eng
Technology Operations

AT&T
6689 E Magnolia St, Milton, FL 32570
o 850.512.4848 | sk1674@att.com
MOBILIZING YOUR WORLD

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From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Thursday, October 24, 2024 9:02 AM
To: KENNINGTON, STEPHEN <sk1674@att.com>
Cc: CHANDLER, JASON <jc5372@att.com>; MARTIN, JEREMY C <jm342w@att.com>; Leslie Odom <LOdom@cityofpensacola.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

That is correct – the yellow areas indicate the current vacation request, and the applicants are also asking that the city not retain an easement if those arears are approved to be vacated. They include the two west-east running alleyways, a portion of Mallory Street in the west, and a portion of 'I' Street. This is the old Baptist Hospital campus, and the subject rights-of-way were discovered as never being formally vacated by the County or City.

'H' Street is not included in the vacation application, and it was vacated in the 1970s (attached is vacating ordinance 1036 pg 364). Additionally, the non-highlighted portion of Mallory Street is not considered in the application since it was vacated in the 1950s (also attached is deed book 460, page 171).

Please let me know if you have any questions. Thank you.

Gregg Harding, RPA
Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>
222 W Main St.
Pensacola, FL 32502
Office: 850.435.1676
gharding@cityofpensacola.com

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From: KENNINGTON, STEPHEN <sk1674@att.com>
Sent: Thursday, October 24, 2024 8:47 AM
To: Gregg Harding <GHarding@cityofpensacola.com>
Cc: CHANDLER, JASON <jc5372@att.com>; MARTIN, JEREMY C <jm342w@att.com>; Leslie Odom <LOdom@cityofpensacola.com>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

The yellow area is the area being vacated? I see part of Mallory and H labeled as vacated. Please clarify.

Stephen Kennington <><
Manager – OSP Plng and Eng
Technology Operations

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6689 E Magnolia St, Milton, FL 32570
o 850.512.4848 | sk1674@att.com
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From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Thursday, October 24, 2024 8:40 AM
To: KENNINGTON, STEPHEN <sk1674@att.com>
Cc: CHANDLER, JASON <jc5372@att.com>; MARTIN, JEREMY C <jm342w@att.com>; Leslie Odom <LOdom@cityofpensacola.com>
Subject: RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Resending to include a site map of the subject rights-of-way. Thanks again Stephen. Please let me know if you have questions and I look forward to your response.

Gregg Harding, RPA
Assistant Planning & Zoning Division Manager
Visit us at <http://cityofpensacola.com>

222 W Main St.
Pensacola, FL 32502
Office: 850.435.1676
gharding@cityofpensacola.com

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From: Gregg Harding
Sent: Thursday, October 24, 2024 8:39 AM
To: KENNINGTON, STEPHEN <sk1674@att.com>
Cc: CHANDLER, JASON <jc5372@att.com>; MARTIN, JEREMY C <jm342w@att.com>; Leslie Odom <LOdom@cityofpensacola.com>
Subject: RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thank you for your response, Stephen! I'll update my contacts so Jason and Jeremy are included in the future, and I will remove Tim and Karl.

Just to confirm your response – it is my understanding that AT&T has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated. Should any be found in the future, repair and/or relocation cost will be at the expense of the property owners. Can you please confirm?

Thank you again for your time and I look forward to working with Jason and Jeremy.

Gregg Harding, RPA
Assistant Planning & Zoning Division Manager
Visit us at <http://cityofpensacola.com>
222 W Main St.
Pensacola, FL 32502
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gharding@cityofpensacola.com

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From: KENNINGTON, STEPHEN <sk1674@att.com>
Sent: Thursday, October 24, 2024 6:39 AM
To: Gregg Harding <GHarding@cityofpensacola.com>
Cc: CHANDLER, JASON <jc5372@att.com>; MARTIN, JEREMY C <jm342w@att.com>
Subject: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Greg,

Both Tim and Karl are no longer with AT&T. I am copying Jason and Jeremy to add for future notifications.

For the subject area, AT&T Florida has no facilities or structures that appear to be in conflict. Should facilities be discovered and found to be in use, repair and/or relocation cost would be by others.

Stephen Kennington <><
Manager – OSP Plng and Eng
Technology Operations

AT&T
6689 E Magnolia St, Milton, FL 32570
o 850.512.4848 | sk1674@att.com
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From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Wednesday, October 23, 2024 12:02 PM
To: KENNINGTON, STEPHEN <sk1674@att.com>; Tim Edgar (AT&T) <te1810@att.com>; Karl Fenner (AT&T) <kf5345@att.com>
Cc: Leslie Odom <LOdom@cityofpensacola.com>
Subject: RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Good morning, AT&T.

Just checking in to see if there are any comments or concerns so far regarding the City of Pensacola vacation of right-of-way and easement extinguishment application provided on 10/14/2024. The initial email is below and the application is attached –

All,

See the attached application for the vacation of rights-of-way at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

*If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.*

Thank you very much for your time and please let me know if there are any questions.

Please let me know if you have any questions. Thank you.

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com

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From: Gregg Harding

Sent: Monday, October 14, 2024 4:30 PM

To: Adam Cobb <ACobb@cityofpensacola.com>; Adrienne Walker <AWalker@cityofpensacola.com>; Alex Smith <AlexSmith@cityofpensacola.com>; Amy Hargett <ahargett@cityofpensacola.com>; Amy Miller <AMiller@cityofpensacola.com>; Amy Tootle <ATootle@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Andrew Briske <ABriske@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Caitlin Cerame <CCerame@cityofpensacola.com>; Chase Crawford <CCrawford@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; David Forte <DForte@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Deana Stallworth <DeStallworth@cityofpensacola.com>; Dustin Merritt <DMerritt@cityofpensacola.com>; Efrian Rodriguez (Verizon) <efrian.rodriguez@oneverizon.com>; Emily Madigan <EMadigan@cityofpensacola.com>; Erica Grancagnolo <EGrancagnolo@cityofpensacola.com>; Ginny Cranor <GCranor@cityofpensacola.com>; Harolyn Gobert (FPL) <harolyn.gobert@nexteraenergy.com>; Hilary Halford <HHalford@cityofpensacola.com>; Jared White <JWhite@cityofpensacola.com>; Jim Jernigan (FPL) <jim.jernigan@fpl.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <kf5345@att.com>; Katherine Kuhn <KKuhn@cityofpensacola.com>; Ken Ibold <KIbold@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Lissa A. Dees <LDees@cityofpensacola.com>; Matt Coughlin <MCoughlin@cityofpensacola.com>; Nate Edler <NEdler@cityofpensacola.com>; Patrick Davidson <Patrick.Davidson@fpl.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Rachel Bennett <RBennett@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Robert Slayton <RSlayton@cityofpensacola.com>; Roy Remington <RRemington@cityofpensacola.com>; Ryan Fitzgerald <RFitzgerald@cityofpensacola.com>; Seth Thomason (FDOT) <seth.thomason@dot.state.fl.us>; Sherry Morris <SMorris@cityofpensacola.com> <SMorris@cityofpensacola.com>; Sommer Johnson (FP&L) <sommer.johnson@fpl.com>; Stacey Mcleod <stacey.mcleod@dot.state.fl.us>; Stephanie Chwastyk <Schwastyk@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>; Tim Edgar (AT&T) <te1810@att.com>; Troy Young (Cox) <troy.young@cox.com>; Victoria D'Angelo <VDangelo@cityofpensacola.com>; Wendy Gavin <WGavin@cityofpensacola.com>; William Moore (FDOT) <William.Moore@dot.state.fl.us>

Subject: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com

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Gregg Harding

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Monday, October 28, 2024 11:55 AM
To: Gregg Harding
Cc: Leslie Odom
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Gregg,

Yes, that is correct.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Monday, October 28, 2024 9:21 AM
To: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Cc: Leslie Odom <LOdom@cityofpensacola.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders**

Thanks, Andre.

Just to confirm your response – it is my understanding that ECUA has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated (highlighted in the attached). So long as the vacation does not expand outside those areas, an easement for ECUA is not needed.

Additionally - the privately owned sewer mains within the site must be capped/abandoned at the point of connection to ECUA's system, and no easements or interests may be extinguished within the 'H' Street right-of-way (or anywhere else outside the subject vacation request).

I also understand that additional comments may be forthcoming. Can you please confirm?

Thanks!

Gregg Harding, RPA
Assistant Planning & Zoning Division Manager
Visit us at <http://cityofpensacola.com>

222 W Main St.
Pensacola, FL 32502
Office: 850.435.1676
gharding@cityofpensacola.com

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From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Friday, October 25, 2024 3:33 PM
To: Gregg Harding <GHarding@cityofpensacola.com>
Cc: Leslie Odom <LOdom@cityofpensacola.com>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Thanks Gregg, this is helpful. Glad to hear Les is getting a vacation! As for the comments regarding the r/w vacation request:

ECUA has no objection to the request to vacate the alleyways/rights-of-way, with the following understandings:

- There appears to private gravity sewer mains within some of the areas requested to be vacated. These are not ECUA-owned or maintained pipes, but they will need to be capped/abandoned at the point of connection to ECUA's system.
- ECUA has active infrastructure within the 'H' Street former right-of-way. ECUA does not extinguish any underlying easements or interests in areas that may intersect with the former 'H' St right-of-way or any area with active ECUA infrastructure.

I'm still waiting on responses from some ECUA staff, so additional comments may be forthcoming.

Thank you,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Wednesday, October 23, 2024 11:56 AM
To: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Cc: Leslie Odom <LOdom@cityofpensacola.com>
Subject: RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders**

Hey Andre,

No worries at all. I've been meaning to email you, just to see if there's anything we can provide. Les is out of town this week on a well-deserved vacation. See if the attached is what you are looking for and let me know if there's anything else I need to look into. Thanks.

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com

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From: Andre Calaminus <andre.calaminus@ecua.fl.gov>

Sent: Wednesday, October 23, 2024 11:29 AM

To: Gregg Harding <GHarding@cityofpensacola.com>

Cc: Leslie Odom <LOdom@cityofpensacola.com>

Subject: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Gregg, I'm running a bit behind on this one. Hope to have comments to you by the 25th

Les: do you happen to have a copy of OR Book 1036 page 365 which vacated a portion of 'H' St and Mallory St in this area, as per the city atlas page below?

Thanks

<andre.calaminus@ecua.fl.gov>; Andrew Briske <ABriske@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Caitlin Cerame <CCerame@cityofpensacola.com>; Chase Crawford <CCrawford@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; David Forte <DForte@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Deana Stallworth <DeStallworth@cityofpensacola.com>; Dustin Merritt <DMerritt@cityofpensacola.com>; Efrian Rodriguez (Verizon) <efrian.rodriguez@oneverizon.com>; Emily Madigan <EMadigan@cityofpensacola.com>; Erica Grancagnolo <EGrancagnolo@cityofpensacola.com>; Ginny Cranor <GCranor@cityofpensacola.com>; Harolyn Gobert (FPL) <harolyn.gobert@nexteraenergy.com>; Hilary Halford <HHalford@cityofpensacola.com>; Jared White <JWhite@cityofpensacola.com>; Jim Jernigan (FPL) <jim.jernigan@fpl.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <kf5345@att.com>; Katherine Kuhn <KKuhn@cityofpensacola.com>; Ken Ibold <kibold@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Lissa A. Dees <LDees@cityofpensacola.com>; Matt Coughlin <MCoughlin@cityofpensacola.com>; Nate Edler <NEdler@cityofpensacola.com>; Patrick Davidson <Patrick.Davidson@fpl.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Rachel Bennett <RBennett@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Robert Slayton <RSlayton@cityofpensacola.com>; Roy Remington <RRemington@cityofpensacola.com>; Ryan Fitzgerald <RFitzgerald@cityofpensacola.com>; Seth Thomason (FDOT) <seth.thomason@dot.state.fl.us>; Sherry Morris <SMorris@cityofpensacola.com>; Sommer Johnson (FP&L) <sommer.johnson@fpl.com>; Stacey Mcleod <stacey.mcleod@dot.state.fl.us>; Stephanie Chwastyk <SChwastyk@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>; Tim Edgar (AT&T) <te1810@att.com>; Troy Young (Cox) <troy.young@cox.com>; Victoria D'Angelo <VDangelo@cityofpensacola.com>; Wendy Gavin <WGavin@cityofpensacola.com>; William Moore (FDOT) <William.Moore@dot.state.fl.us>
Subject: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

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222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com

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Gregg Harding

From: Johnson, Sommer <Sommer.Johnson@fpl.com>
Sent: Wednesday, October 30, 2024 6:20 AM
To: Leslie Odom; Gregg Harding
Cc: Jernigan, Jim; Davidson, Patrick; Rhodes, Stephen; Flory, Jason; Dickens, Raymond
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

⚠️ **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** ⚠️

Thank you!

Thank you,
Sommer Johnson
Technical Specialist I
Power Delivery

Florida Power & Light Company
Pine Forest Service Center
850-429-2651 (office)
850-266-8124 (mobile)
Sommer.Johnson@FPL.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or Jason.Flory@fpl.com.



From: Leslie Odom <LOdom@cityofpensacola.com>
Sent: Tuesday, October 29, 2024 1:19 PM
To: Johnson, Sommer <Sommer.Johnson@fpl.com>; Gregg Harding <GHarding@cityofpensacola.com>
Cc: Jernigan, Jim <Jim.Jernigan@fpl.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>; Flory, Jason <Jason.Flory@fpl.com>; Dickens, Raymond <Raymond.Dickens@fpl.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Sommer, we will reserve a 30 foot wide easement for FPL over the southern portion of that portion of Mallory Street to be vacated.

Please respond in kind with acknowledgement.

Kind regards,

Les Odom
City Surveyor
Office: 850-436-5531

From: Johnson, Sommer <Sommer.Johnson@fpl.com>
Sent: Tuesday, October 29, 2024 12:11 PM
To: Leslie Odom <LOdom@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>
Cc: Jernigan, Jim <Jim.Jernigan@fpl.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>; Flory, Jason <Jason.Flory@fpl.com>; Dickens, Raymond <Raymond.Dickens@fpl.com>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Leslie,

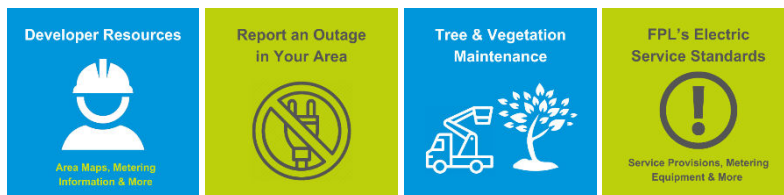
FPL easements should be a 30ft strip with 15ft on each side of the facilities.

Thank you,
Sommer Johnson
Technical Specialist I
Power Delivery

Florida Power & Light Company
Pine Forest Service Center
850-429-2651 (office)
850-266-8124 (mobile)
Sommer.Johnson@FPL.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or Jason.Flory@fpl.com.



From: Leslie Odom <LOdom@cityofpensacola.com>
Sent: Tuesday, October 29, 2024 12:03 PM
To: Johnson, Sommer <Sommer.Johnson@fpl.com>; Gregg Harding <GHarding@cityofpensacola.com>
Cc: Jernigan, Jim <Jim.Jernigan@fpl.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>; Flory, Jason <Jason.Flory@fpl.com>; Dickens, Raymond <Raymond.Dickens@fpl.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Sommer, will FPL be looking for a full width easement retained or can the easement be reduced in width?

Les Odom
City Surveyor
Office: 850-436-5531

From: Johnson, Sommer <Sommer.Johnson@fpl.com>
Sent: Tuesday, October 29, 2024 11:35 AM
To: Gregg Harding <GHarding@cityofpensacola.com>
Cc: Jernigan, Jim <Jim.Jernigan@fpl.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Leslie Odom <LOdom@cityofpensacola.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>; Flory, Jason <Jason.Flory@fpl.com>; Dickens, Raymond <Raymond.Dickens@fpl.com>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Hi Gregg,

We would like to obtain easements for FPL facilities currently in the right of ways on this property. I believe we can use these existing facilities to serve the new developments.

I have copied our lighting department rep, Devon Dickens, as I see there are multiple FPL light poles on this property/in the right of way as well.

Thank you,
Sommer Johnson
Technical Specialist I
Power Delivery

Florida Power & Light Company
Pine Forest Service Center
850-429-2651 (office)
850-266-8124 (mobile)
Sommer.Johnson@FPL.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or Jason.Flory@fpl.com.



From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Monday, October 28, 2024 12:21 PM
To: Johnson, Sommer <Sommer.Johnson@fpl.com>
Cc: Gobert, Harolyn <Harolyn.Gobert@fpl.com>; Jernigan, Jim <Jim.Jernigan@fpl.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Leslie Odom <LOdom@cityofpensacola.com>

Subject: RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Good afternoon, Sommer.

I'm just touching base on our previous emails regarding Baptist Hospital's Legacy Campus application for right-of-way vacation (map attached) - Does FP&L have any objection to the overall vacation of rights-of-way request?

If there is no objection, does FP&L desire that the City retain an easement for the existing utility? The applicants' desire is vacate and extinguish all easements relative to the subject rights-of-way in the attached map and to develop the properties for housing (see attached concepts where the alleyways and part of the 'I' Street rights-of-way may be impacted by development).

Thank you, and please feel free to give me a call if you'd like to discuss.

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com

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From: Gregg Harding

Sent: Monday, October 21, 2024 2:07 PM

To: Johnson, Sommer <Sommer.Johnson@fpl.com>

Cc: Harolyn Gobert (FPL) <harolyn.gobert@nexteraenergy.com>; Jim Jernigan (FPL)

<jim.jernigan@fpl.com>; Patrick Davidson <Patrick.Davidson@fpl.com>; Leslie Odom

<LOdom@cityofpensacola.com>

Subject: RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thank you, Sommer.

Does FP&L have any objection to the overall vacation of rights-of-way request?

If there is no objection, does FP&L desire that the City retain an easement for existing or future utilities? The applicants' desire is to develop the properties for housing (see attached concepts where the alleyways and part of the 'I' Street rights-of-way may be

impacted by development). Would FP&L only want to retain an easement for the existing utility in the W. Mallory right-of-way, and not in the others?

Thank you, and please feel free to give me a call if you'd like to discuss.

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com

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From: Johnson, Sommer <Sommer.Johnson@fpl.com>

Sent: Monday, October 21, 2024 12:53 PM

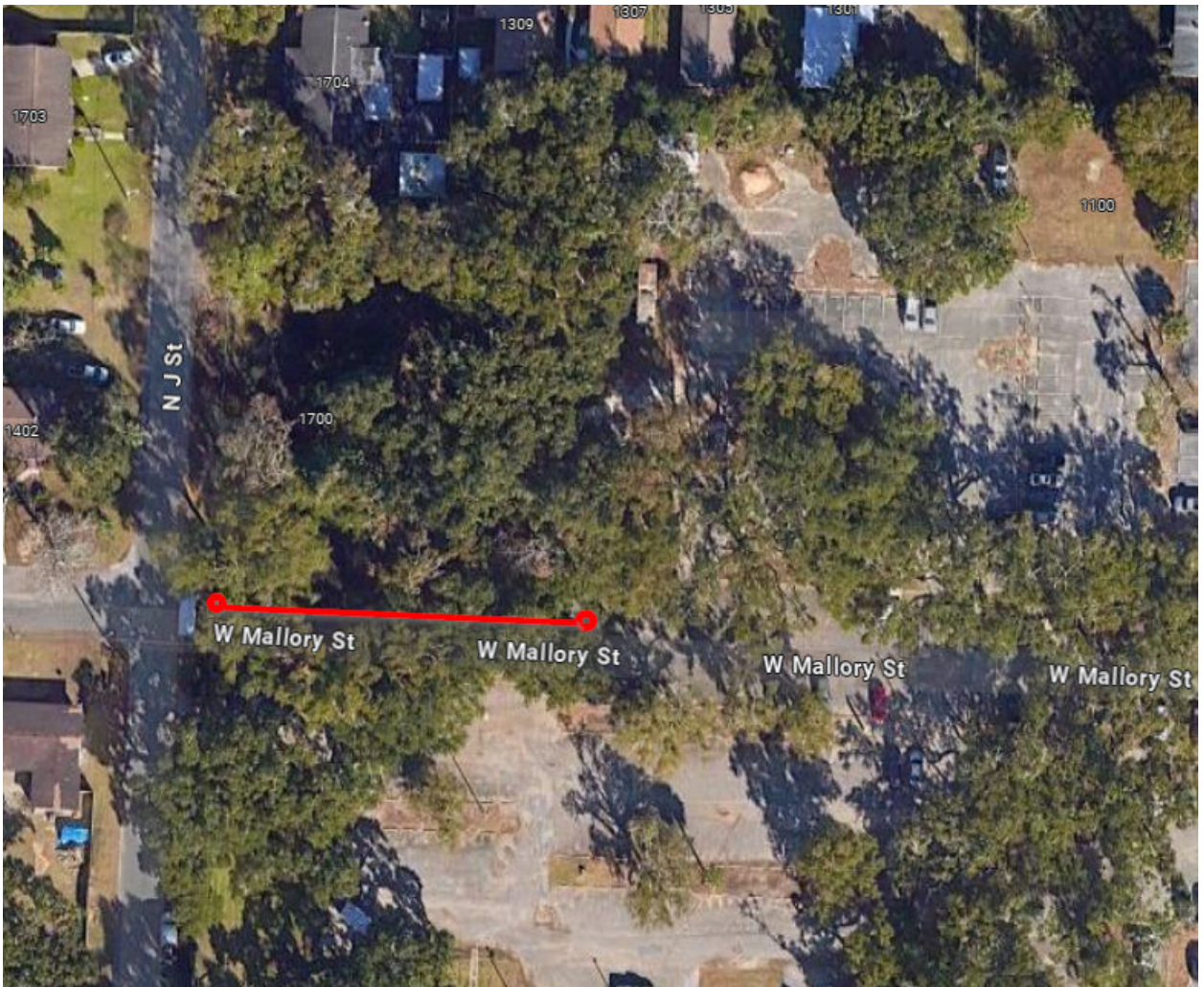
To: Gregg Harding <GHarding@cityofpensacola.com>

Subject: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Gregg,

FPL has facilities in the northern right of way of W Mallory St, just east of N J St. Please see screenshot below.



Thank you,
Sommer Johnson
 Technical Specialist I
 Power Delivery

Florida Power & Light Company

Pine Forest Service Center

850-429-2651 (office)

850-266-8124 (mobile)

Sommer.Johnson@FPL.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or Jason.Flory@fpl.com.

Developer Resources  Area Maps, Metering Information & More	Report an Outage in Your Area 	Tree & Vegetation Maintenance 	FPL's Electric Service Standards  Service Provisions, Metering Equipment & More
--	--	--	---

From: Gregg Harding <GHarding@cityofpensacola.com>

Sent: Monday, October 14, 2024 4:30 PM

To: Adam Cobb <ACobb@cityofpensacola.com>; Adrienne Walker <AWalker@cityofpensacola.com>; Alex Smith <AlexSmith@cityofpensacola.com>; Amy Hargett <ahargett@cityofpensacola.com>; Amy Miller <AMiller@cityofpensacola.com>; Amy Tootle <ATootle@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Andrew Briske <ABriske@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Caitlin Cerame <CCerame@cityofpensacola.com>; Chase Crawford <CCrawford@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; David Forte <DForte@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Deana Stallworth <DeStallworth@cityofpensacola.com>; Dustin Merritt <DMerritt@cityofpensacola.com>; Efrian Rodriguez (Verizon) <efrian.rodriguez@oneverizon.com>; Emily Madigan <EMadigan@cityofpensacola.com>; Erica Grancagnolo <EGrancagnolo@cityofpensacola.com>; Ginny Cranor <GCranor@cityofpensacola.com>; Gobert, Harolyn <Harolyn.Gobert@fpl.com>; Hilary Halford <HHalford@cityofpensacola.com>; Jared White <JWhite@cityofpensacola.com>; Jernigan, Jim <Jim.Jernigan@fpl.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <kf5345@att.com>; Katherine Kuhn <KKuhn@cityofpensacola.com>; Ken Ibold <kibold@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Lissa A. Dees <LDees@cityofpensacola.com>; Matt Coughlin <MCoughlin@cityofpensacola.com>; Nate Edler <NEdler@cityofpensacola.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Rachel Bennett <RBennett@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Robert Slayton <RSlayton@cityofpensacola.com>; Roy Remington <RRemington@cityofpensacola.com>; Ryan Fitzgerald <RFitzgerald@cityofpensacola.com>; Seth Thomason (FDOT) <seth.thomason@dot.state.fl.us>; Sherry Morris <SMorris@cityofpensacola.com>; Johnson, Sommer <Sommer.Johnson@fpl.com>; Stacey Mcleod <stacey.mcleod@dot.state.fl.us>; Stephanie Chwastyk <Schwastyk@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>; Tim Edgar (AT&T) <te1810@att.com>; Troy Young (Cox) <troy.young@cox.com>; Victoria D'Angelo <VDangelo@cityofpensacola.com>; Wendy Gavin <WGavin@cityofpensacola.com>; William Moore (FDOT) <William.Moore@dot.state.fl.us>

Subject: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

Gregg Harding, RPA
Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>
222 W Main St.
Pensacola, FL 32502
Office: 850.435.1676
gharding@cityofpensacola.com

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Gregg Harding

From: Andrew Briske
Sent: Friday, October 18, 2024 3:10 PM
To: Gregg Harding
Cc: Anthony Coughlin; Leslie Odom; Cynthia Cannon
Subject: Re: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Yes that is correct. You can share our map with the applicant. You have a good weekend as well!

Thanks,

Andrew Briske

Gas Distribution Engineer

Visit us at <https://www.pensacolaenergy.com>

1625 Atwood Dr.

Pensacola, FL 32514

Office: 850.474.5309

Cell: 850.324.1852

Email: abriske@cityofpensacola.com



Get FREE energy saving tips and information delivered to your inbox each month with Pensacola Energy Green Power News. Click [here](#) to sign up! Save BIG with a Green, Efficient, Natural Gas Tankless Water Heater and Never Run out of Hot Water Again! For current rebate details on water heaters and other natural gas appliances, call (850) 436-5050.

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From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Friday, October 18, 2024 3:03:06 PM
To: Andrew Briske <ABriske@cityofpensacola.com>
Cc: Anthony Coughlin <ACoughlin@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>
Subject: RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thanks, Andrew.

You are correct - the requested vacation is only limited to the areas indicated in yellow. Based on your comments and so long as the vacate request does not extend outside the indicated areas, it is

my understanding that Pensacola Energy has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated. Can you please confirm?

Also, it is ok if I share your map with the applicants?

Thank you and have a very nice weekend!

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

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Pensacola, FL 32502

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gharding@cityofpensacola.com

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From: Andrew Briske <ABriske@cityofpensacola.com>

Sent: Wednesday, October 16, 2024 7:48 PM

To: Gregg Harding <GHarding@cityofpensacola.com>

Cc: Anthony Coughlin <ACoughlin@cityofpensacola.com>

Subject: RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Gregg,

Pensacola Energy has no objection to the vacate request; however, we do have facilities located very close to the vacate areas shown. I've attached a location map that outlines Pensacola Energy's natural gas facilities in the vicinity of the request. If the vacate area falls outside the yellow-shaded sections, Pensacola Energy may require an easement to ensure we can maintain service to our customers in the area.

Please let me know if you have any questions or need further information.

Thanks,

Andrew Briske

Gas Distribution Engineer

Visit us at <https://www.pensacolaenergy.com>

1625 Atwood Dr.

Pensacola, FL 32514

Office: 850.474.5309

Cell: 850.324.1852

Email: abriske@cityofpensacola.com



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From: Gregg Harding <GHarding@cityofpensacola.com>

Sent: Monday, October 14, 2024 4:30 PM

To: Adam Cobb <ACobb@cityofpensacola.com>; Adrienne Walker <AWalker@cityofpensacola.com>; Alex Smith <AlexSmith@cityofpensacola.com>; Amy Hargett <ahargett@cityofpensacola.com>; Amy Miller <AMiller@cityofpensacola.com>; Amy Tootle <ATootle@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Andrew Briske <ABriske@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Caitlin Cerame <CCerame@cityofpensacola.com>; Chase Crawford <CCrawford@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; David Forte <DForte@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Deana Stallworth <DeStallworth@cityofpensacola.com>; Dustin Merritt <DMerritt@cityofpensacola.com>; Efrían Rodriguez (Verizon) <efrian.rodriguez@oneverizon.com>; Emily Madigan <EMadigan@cityofpensacola.com>; Erica Grancagnolo <EGrancagnolo@cityofpensacola.com>; Ginny Cranor <GCranor@cityofpensacola.com>; Harolyn Gobert (FPL) <harolyn.gobert@nexteraenergy.com>; Hilary Halford <HHalford@cityofpensacola.com>; Jared White <JWhite@cityofpensacola.com>; Jim Jernigan (FPL) <jim.jernigan@fpl.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <kf5345@att.com>; Katherine Kuhn <KKuhn@cityofpensacola.com>; Ken Ibold <kibold@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Lissa A. Dees <LDees@cityofpensacola.com>; Matt Coughlin <MCoughlin@cityofpensacola.com>; Nate Edler <NEdler@cityofpensacola.com>; Patrick Davidson <Patrick.Davidson@fpl.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Rachel Bennett <RBennett@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Robert Slayton <RSlayton@cityofpensacola.com>; Roy Remington <RRemington@cityofpensacola.com>; Ryan Fitzgerald <RFitzgerald@cityofpensacola.com>; Seth Thomason (FDOT) <seth.thomason@dot.state.fl.us>; Sherry Morris <SMorris@cityofpensacola.com>; Sommer Johnson (FP&L) <sommer.johnson@fpl.com>; Stacey Mcleod <stacey.mcleod@dot.state.fl.us>; Stephanie Chwastyk <SChwastyk@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>; Tim Edgar (AT&T) <te1810@att.com>; Troy Young (Cox) <troy.young@cox.com>; Victoria D'Angelo <VDangelo@cityofpensacola.com>; Wendy Gavin <WGavin@cityofpensacola.com>; William Moore (FDOT) <William.Moore@dot.state.fl.us>

Subject: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

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Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com

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Sec. 12-11-4. Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

- (1) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the planning services department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.
 - a. An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.
 - b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
 - c. No application shall be considered complete until all of the following have been submitted:
 1. The application shall be submitted on a form provided by the board secretary.
 2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - i. Accurate site plan drawn to scale;
 - ii. A legal description of the property proposed to be vacated;
 - iii. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - iv. Reason for vacation request;
 - v. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
 3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
 4. Any party may appear in person, by agent, or by attorney.
 5. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.
- (2) *Planning board review and recommendation.* The request to vacate will be distributed to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefor, to the city planning services department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

-
- a. Public notice for vacation of streets, alleys.
 - 1. A sign shall be prominently posted on the property to which the application pertains at least seven days prior to the scheduled board meeting.
 - 2. The city shall notify property owners within a 300-foot radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
 - (3) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.
 - a. *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten days prior to the public hearing. The city shall notify property owners by certified mail, as identified by the current county tax roll, at least 15 days prior to the city council public hearing.
 - 1. In case of an alley vacation request all adjacent owners shall be notified.
 - 2. In the case of a street vacation request, all property owners within 300 feet of the request shall be notified.
 - b. *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.
 - (4) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.
 - (5) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.
 - (6) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Code 1986, § 12-12-4; Ord. No. 6-93, § 26, 3-25-1993; Ord. No. 44-94, § 7, 10-13-1994; Ord. No. 15-00, § 8, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009; Ord. No. 01-19, § 1, 2-14-2019; Ord. No. 23-20, 7-16-20)

October 31, 2024

RE: Sensitive Properties Review for Subject Rights-of-Way at 1100 W. Moreno Street

The City of Pensacola's Planning Services have reviewed the portion of Mallory Street, the portion of "I" Street, and the subject alleys located at 1100 W. Moreno Street according to City code Sec. 2-3-4(a)(2) *Disposition of sensitive properties* (review for historical, archaeological, or architectural significance). Per Sec. 2-3-4(a)(2), properties designated by City Council as having historical, archaeological, or architectural significance may not be disposed. Per Sec. 2-3-4(c), the following criteria were considered:

- (1) Whether the property includes historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places;
- (2) Whether the property contains material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places;
- (3) Whether the property contains material remains of or contemporaneous to the 1559 Spanish landing and settlement site of Tristán de Luna;
- (4) Whether the property contains material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places.

The subject rights-of-way do not contain any known historical, archaeological, or architectural value. As a result, they do *not* meet criteria for sensitive properties according to Sec. 2-3-4(a)(2).

Sincerely,



Gregg Harding, RPA
Assistant Planning & Zoning Division Manager, City of Pensacola
222 W. Main Street, Fifth Floor
Pensacola, Florida 32502
gharding@cityofpensacola.com



MINUTES OF THE PLANNING BOARD
November 12, 2024

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

MEMBERS ABSENT: none

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Planning & Zoning Manager Cannon, Development Services Coordinator Statler, Help Desk Technician Russo, Executive Assistant Chwastyk, City Surveyor Odom, Economic Development Director Grancagnolo

STAFF VIRTUAL: Development Services Director Morris

OTHERS PRESENT: Jack Myslack, Caroline McCarty, John Green, Malloy Studer, Alexa Peruski, KC Gartman, Steve Bien, Beau Box

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from September 10, 2024
- **New Business:**
 - Request for Aesthetic and Site Plan Review – 517 S. Palafox Street
 - Request for Final Plat Approval – 10th Avenue Development Subdivision
 - Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno Street
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Villegas made a motion to approve the September 10, 2024, minutes, seconded by Board Member Van Hoose, and it carried unanimously.

New Business –

Request for Aesthetic and Site Plan Review – 517 S. Palafox Street

The Bodacious Olive, LLC, is seeking aesthetic and site plan approval for the extension of an outdoor event space at 517 S. Palafox Street. The current space is vacant, although it is often used in conjunction with 5eleven Event Hosting next door. Both properties are owned by the applicant. The proposed site improvements include the addition of perimeter fencing and landscaping, interior arbors, new hardscapes, and an artificial turf event lawn. The application packet also shows the addition of new street trees along Cedar Street; however, that request will be reviewed by the City's Public Works Department, the City Arborist, and CRA. In addition to the aesthetic plans, the applicant is requesting that the Planning Board reduce a 15' visibility triangle located in the southeast corner of the site from 15' at the property line intersection to 0'.

Chairperson Ritz asked for clarification on the location of the visibility triangle and Assistant Planning & Zoning Division Manager Harding indicated its location, purpose, and the reduction request on an aerial.

Mallory Studer and John Green presented to the board.

Chairperson Ritz asked staff if there were any aesthetic criteria for the South Palafox Business District and Assistant Planning & Zoning Division Manager Harding read Sec. 12-3-13(1) – *"Purpose of district.* The South Palafox business district is established to promote the compatible redevelopment of the city's historic downtown waterfront by encouraging high quality site planning and architectural design that is compatible with both the historic character of the existing structures and the waterfront activities. The zoning regulations are intended to help avoid excessive building height and mass and vehicular congestion." The district across Palafox Street is the Palafox Historic Business District.

Board Member Grundhoefer thought the plan was very nice and asked for clarification on the proposed fencing. Mr. Green answered that the fence would be aluminum pickets, and the intent will be for the interior holly plantings to grow through the fencing. The lattice features are on the interior of the site. The board further discussed the proposed materials and landscaping. Chairperson Ritz did not have any objection to the visibility triangle reduction due to the site and right-of-way conditions. Staff added that the packet was reviewed by all departments, including Public Works. Mr. Green presented an aerial showing sight lines at the Palafox and Cedar intersection to show that the project would not further impact visibility beyond the current conditions. Board Member Villegas asked about the maximum height of fences in this district, and staff answered that there is none in the South Palafox Historic District. She did have concerns over the long-term development of the area and how the visibility triangle might be impacted with future growth and use of the district.

Board Member Villegas made the motion to approve as submitted, including the applicant's request to reduce the visibility triangle from 15' to 0'. The motion was seconded by Board Member Powell, and it carried unanimously.

Request for Final Plat Approval – 10th Avenue Development Subdivision

Bear General Contractors, Inc. is requesting final plat approval for the 10th Avenue Development Subdivision. The project is located within the R-1A zoning district of which two (2) parcels will be subdivided into nine (9) lots to accommodate single-family detached residences and one (1) lot to accommodate stormwater requirements. The preliminary plat was approved by Planning Board in August 2024. The property area is 1.79 acres, the maximum density is 12.4 dwelling units per acre, and setback requirements include front

setbacks of 20', side setbacks of 5', and rear setbacks of 25'.

Caroline McCarty and Jack Myslack presented to the board. It was clarified that all driveways would connect to 10th Avenue and that a sidewalk will be provided in the right-of-way. The board discussed the width of the right-of-way in that area and wanted to ensure that there would be enough room so that parked cars would not project into the street. The applicants clarified that there would be sufficient space.

Board Member Powell made the motion to approve as submitted. The motion was seconded by Board Member Grundhoefer, and it carried unanimously.

Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno Street

A request has been received from Baptist Hospital for vacation of rights-of-way at 1000 W. Moreno Street and adjacent Baptist Hospital parcels (1100 BLK W. Mallory Street, 1200 W. Mallory Street, and 1700 N. "J" Street). The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the vacation request.

In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, with the exception of a 30'-wide easement in the Mallory Street portion to accommodate an existing Florida Power & Light facility. The application was routed through the various City departments and utility providers.

KC Gartman and Steve Bien presented to the board and gave an overview of the project. Board Member Grundhoefer asked about portions of "I" Street not included in the application and whether they had been vacated. City Surveyor Odom offered that the portion of "I" Street subject to the request appears to have been missed during past vacation requests. Historically, the multiple parcels were a mix of City-owned and County-owned, until all of the parcels now owned by Baptist Hospital were annexed into the City. In working with the County and in review of all available documents, there is no evidence that the subject portion of "I" Street was ever vacated by either the City or County in the past. Vacation records were found for all other rights-of-way, except for those under review in this application. Board Member Grundhoefer did not have objection to the request and asked if they would see some form of plans for the development. Mr. Bien presented several conceptual plans and elevations to the board. The plan is to construct 268 units, with a possible park or green space on the western end. The board and applicants further discussed future plans for the site.

Board Member Villegas made the motion to approve as submitted. The motion was seconded by Board Member Sampson, and it carried unanimously.

Open Forum – none

Discussion – Additional discussion was provided on past Board applications.

Adjournment – With no further business, the Board adjourned at 2:45 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Gregg Harding', with a long horizontal flourish extending to the right.

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

OVERALL SITE PLAN

WEST SITE
AVERY PLACE APARTMENTS
FAMILY APARTMENT BUILDINGS

BUILDING TYPE A
4 STORIES

1 BED / 1 BATH: 8
2 BED / 2 BATH: 18
3 BED / 2 BATH: 18
4 BED / 2 BATH: 12
TOTAL BLDG A: 56

BUILDING TYPE B
4 STORIES

1 BED / 1 BATH: 10
2 BED / 2 BATH: 18
3 BED / 2 BATH: 20
4 BED / 2 BATH: 8
TOTAL BLDG B: 56

1 BED / 1 BATH: 18
2 BED / 2 BATH: 36
3 BED / 2 BATH: 38
4 BED / 2 BATH: 20
TOTAL UNITS: 112

PARKING
REQUIRED: 1/UNIT 112 SPACES
PROVIDED: +/- 168 SPACES (1.5/UNIT)

EAST SITE
KUPFRIAN MANOR
SENIOR APARTMENT BUILDINGS

4 STORIES

1 BED / 1 BATH: 47
2 BED / 2 BATH: 47
TOTAL UNITS: 94

PARKING
REQUIRED: .75/UNIT = 71 SPACES
PROVIDED: +/- 80 SPACES (.85/UNIT)



AVERY PLACE FLOOR
PLANS

WEST SITE
AVERY PLACE APARTMENTS
FAMILY APARTMENT BUILDINGS

BUILDING TYPE A		
4 STORIES		
1 BED / 1 BATH:	8	
2 BED / 2 BATH:	18	
3 BED / 2 BATH:	18	
4 BED / 2 BATH:	12	
TOTAL BLDG A: 56		

BUILDING TYPE B		
4 STORIES		
1 BED / 1 BATH:	10	
2 BED / 2 BATH:	18	
3 BED / 2 BATH:	20	
4 BED / 2 BATH:	8	
TOTAL BLDG B: 56		

1 BED / 1 BATH:	18
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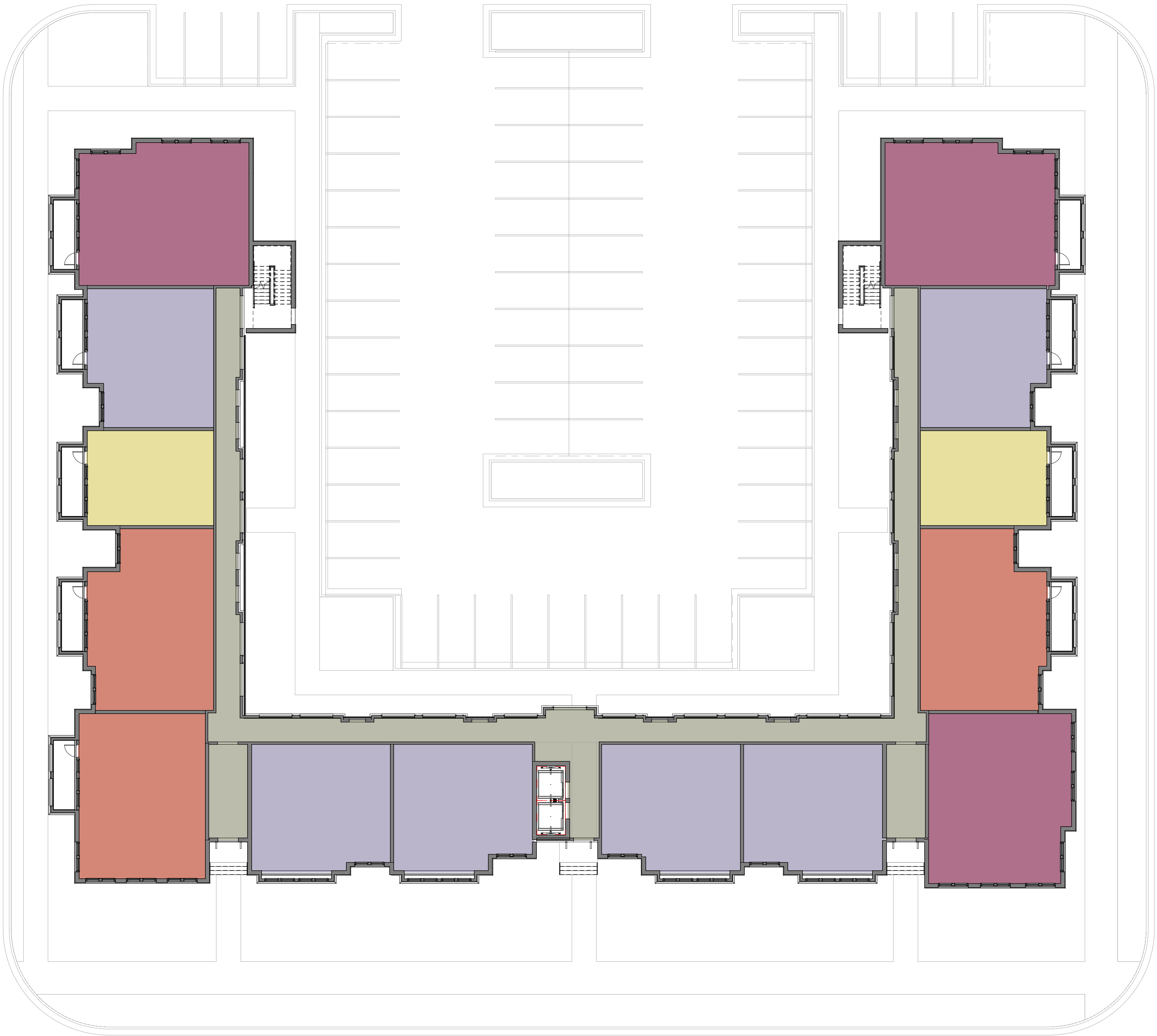
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KUPFRIAN MANOR
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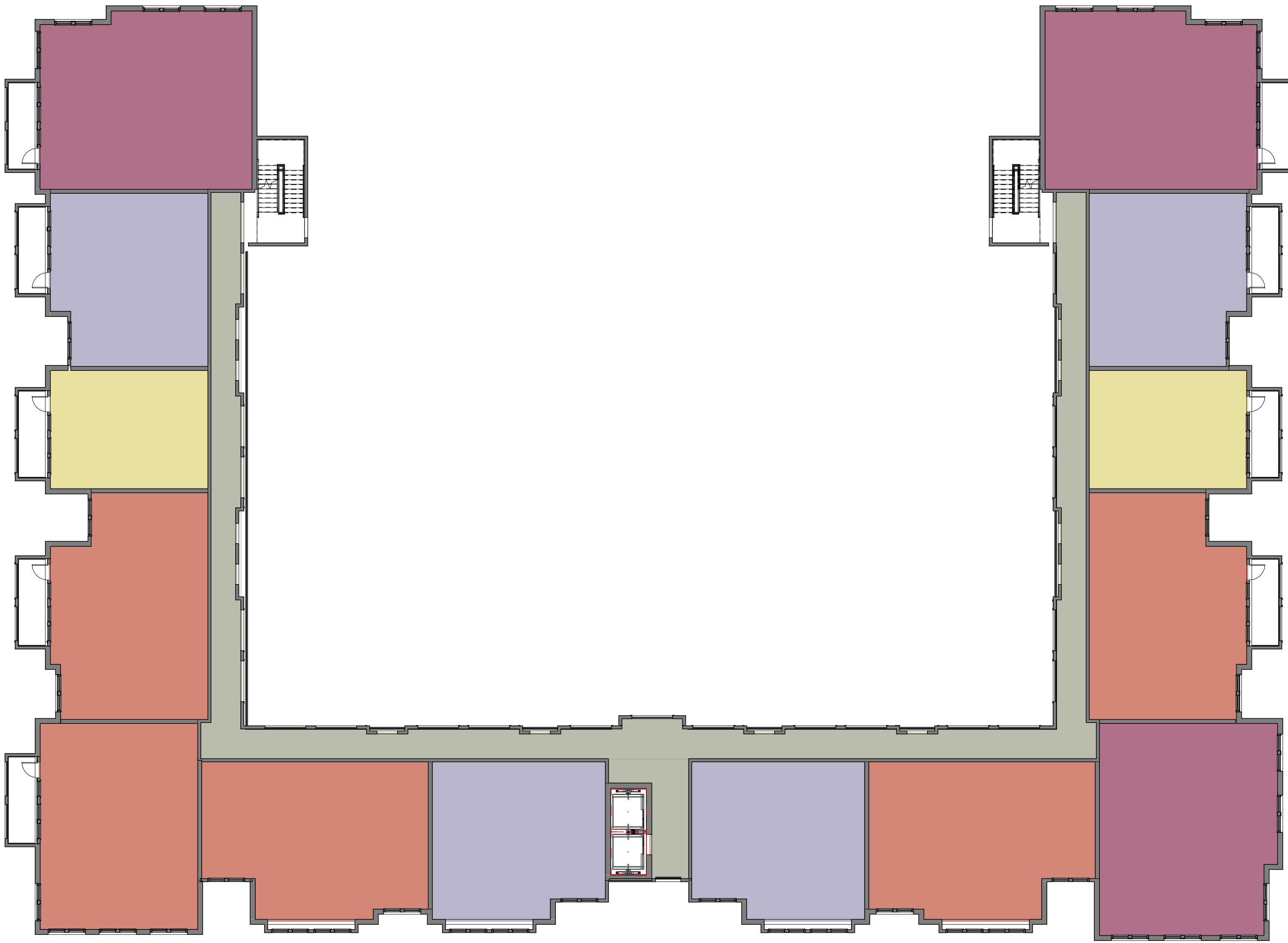
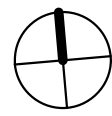
PROGRAM LEGEND

1BR
2BR
3BR
4BR
CIRCULATION



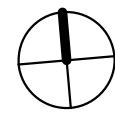
AVERY PLACE - BUILDING A FIRST FLOOR PLAN

1/16" = 1'-0"



AVERY PLACE - BUILDING A TYP. FLOOR PLAN

1/16" = 1'-0"



AVERY PLACE COMMUNITY
 BUILDING PLAN

WEST SITE
 AVERY PLACE APARTMENTS
 FAMILY APARTMENT BUILDINGS

BUILDING TYPE A
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PROGRAM LEGEND

- AMENITY
- BLDG SERV
- OFFICE



KUPFRIAN MANOR FLOOR PLANS

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AVERY PLACE APARTMENTS
FAMILY APARTMENT BUILDINGS

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KUPFRIAN MANOR
SENIOR APARTMENT BUILDINGS

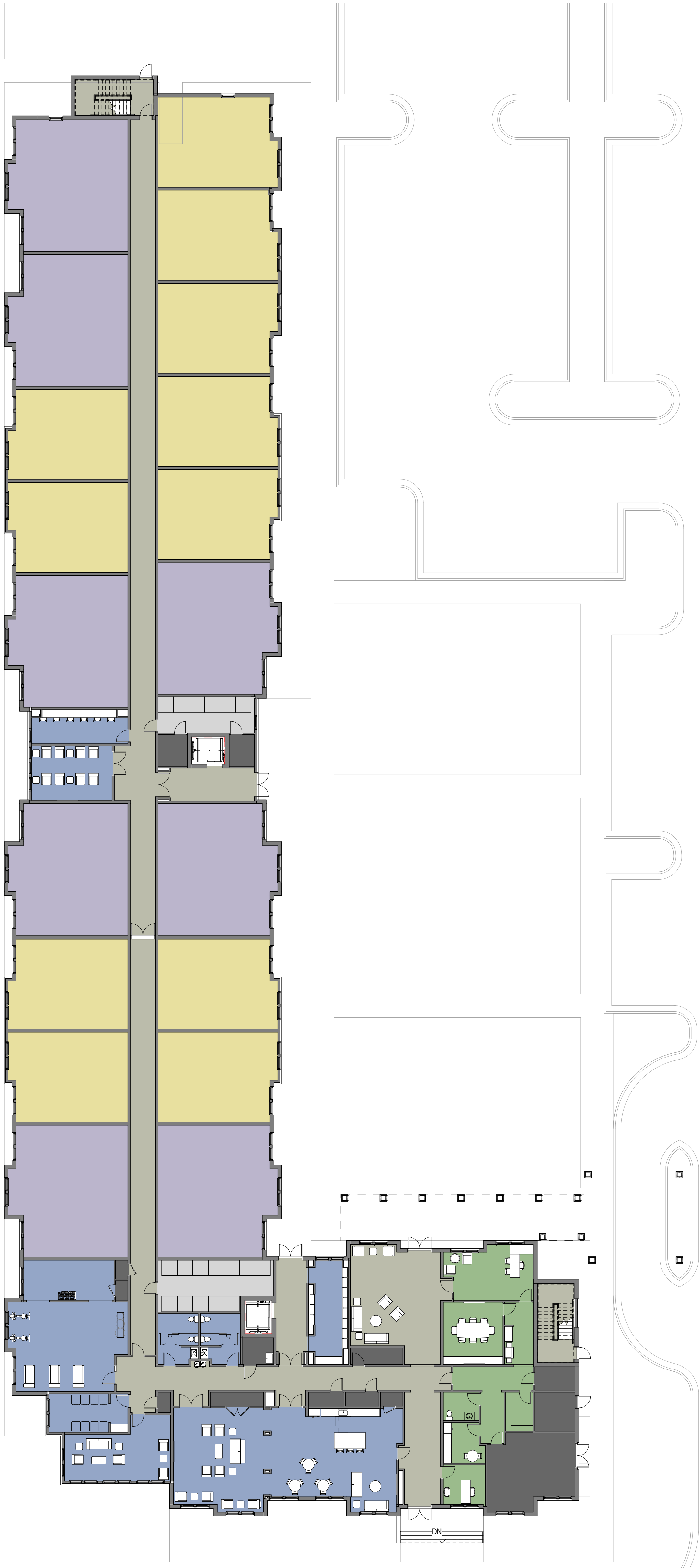
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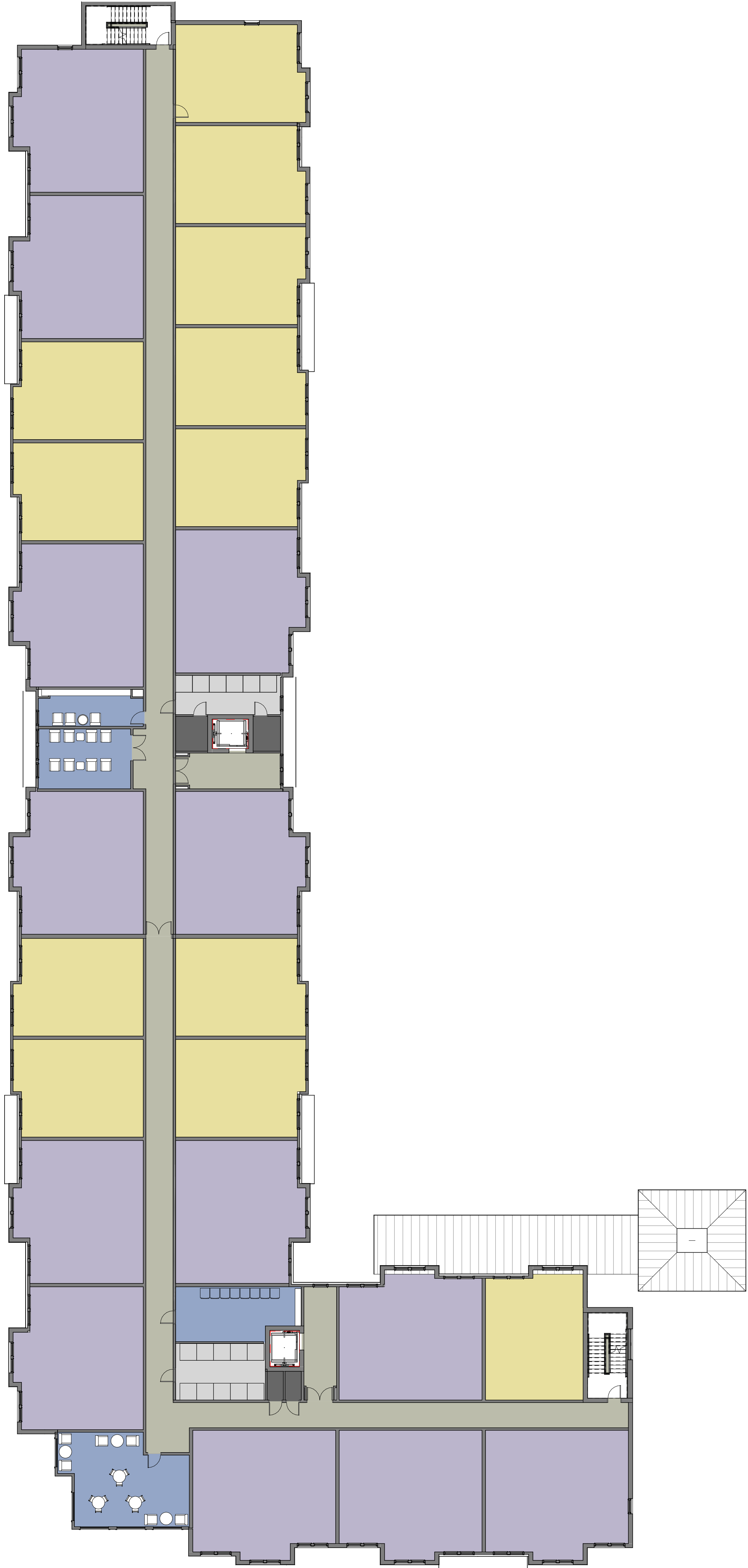
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PROGRAM LEGEND

- 1BR
- 2BR
- AMENITY
- BLDG SERV
- CIRCULATION
- OFFICE
- STORAGE



KUPFRIAN MANOR - FIRST FLOOR PLAN
1/16" = 1'-0"



KUPFRIAN MANOR - TYP FLOOR PLAN
1/16" = 1'-0"

KUPFRIAN MANOR
AMENITY PLAN

WEST SITE
AVERY PLACE APARTMENTS
FAMILY APARTMENT BUILDINGS

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- 2BR
- AMENITY
- BLDG SERV
- CIRCULATION
- OFFICE
- STORAGE



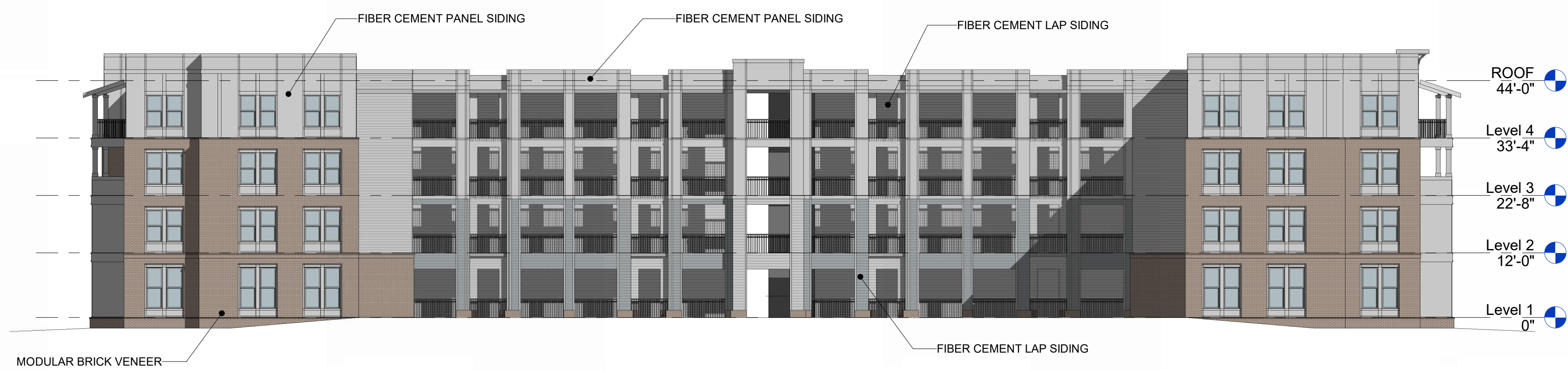
KUPFRIAN MANOR - ENLARGED AMENITY PLAN
1/8" = 1'-0"

AVERY PLACE BUILDING
(A) ELEVATIONS



AVERY PLACE BUILDING (A) ELEVATION - SOUTH

1/16" = 1'-0"



AVERY PLACE BUILDING (A) ELEVATION - NORTH

1/16" = 1'-0"



AVERY PLACE BUILDING (A) ELEVATION - WEST

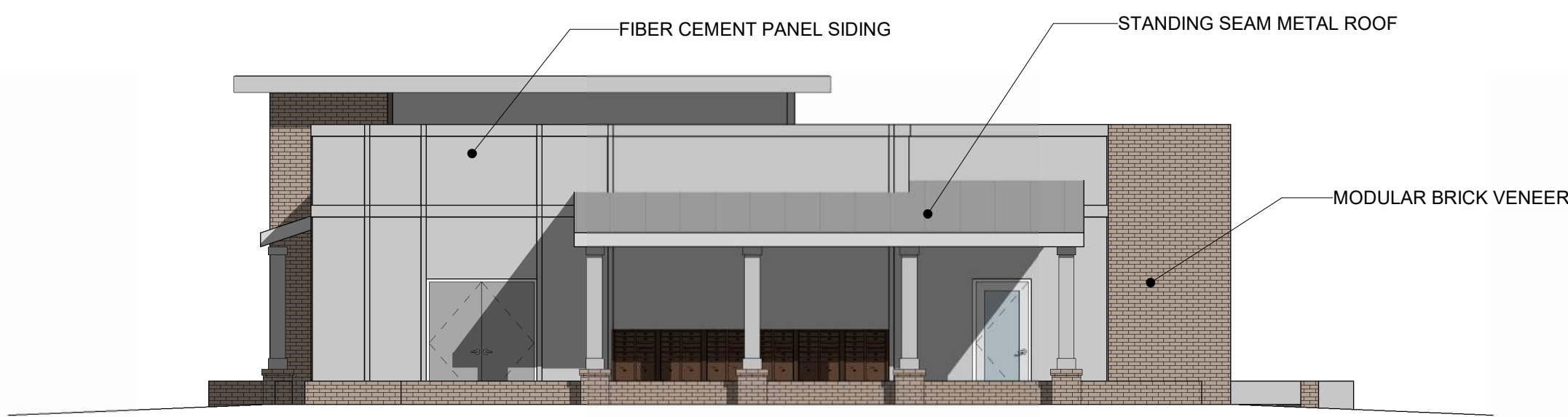
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AVERY PLACE BUILDING (A) ELEVATION - EAST

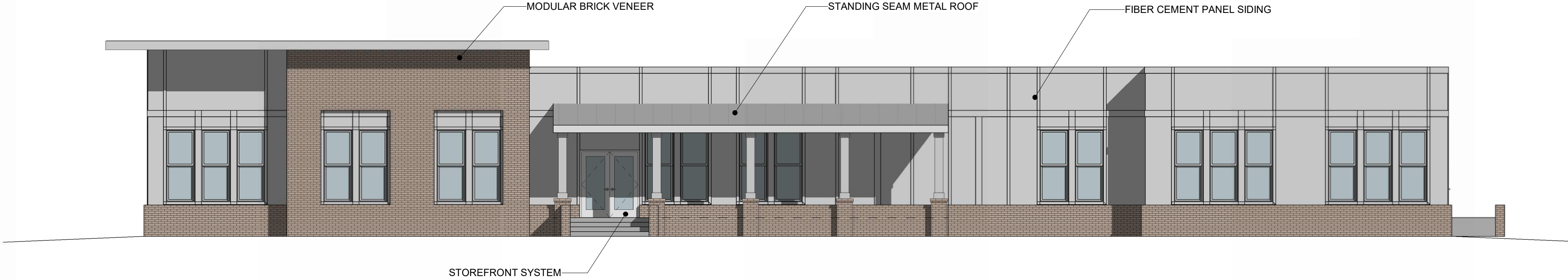
1/16" = 1'-0"

AVERY PLACE COMMUNITY
BUILDING ELEVATIONS



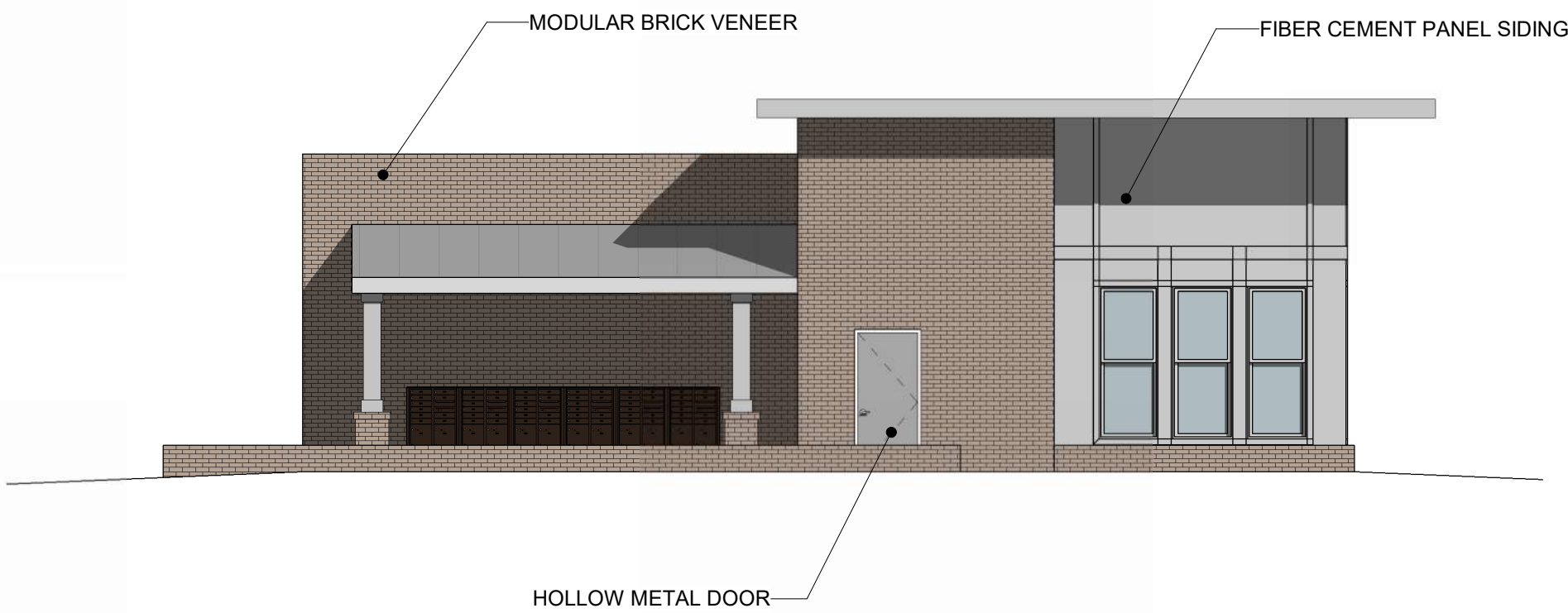
AVERY PLACE COMMUNITY BUILDING ELEVATION - NORTH

1/8" = 1'-0"



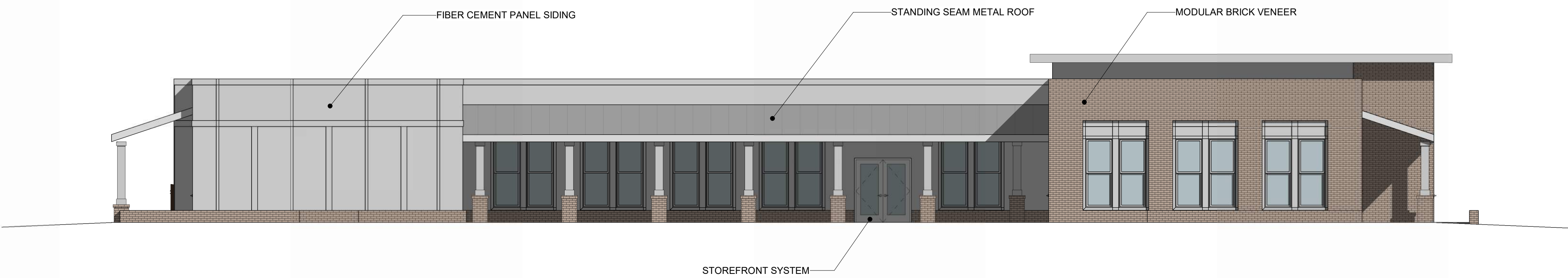
AVERY PLACE COMMUNITY BUILDING ELEVATION - EAST

1/8" = 1'-0"



AVERY PLACE COMMUNITY BUILDING ELEVATION - SOUTH

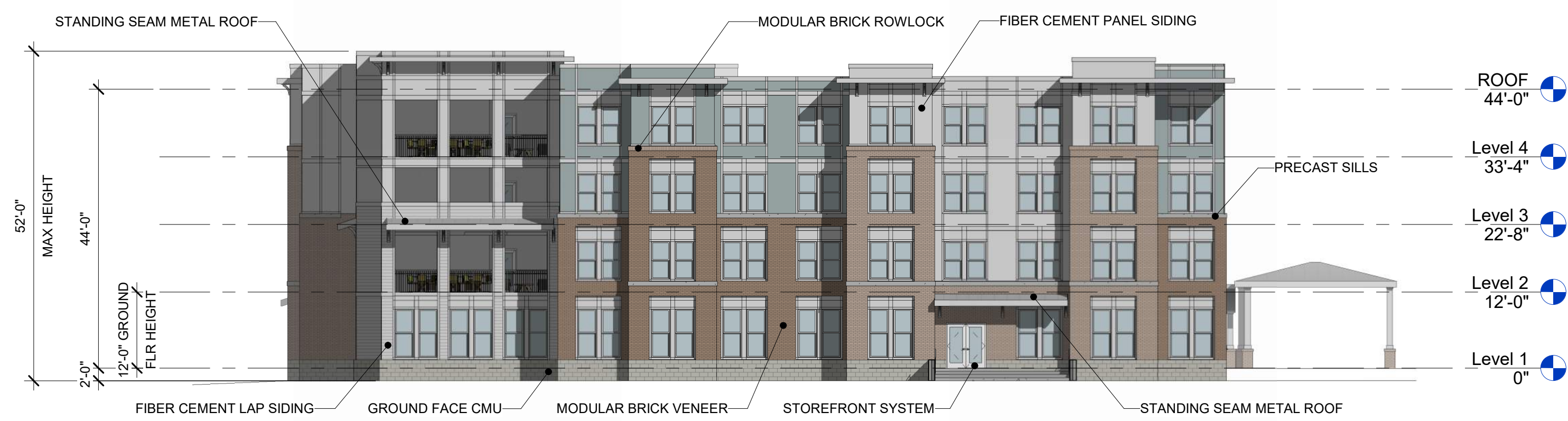
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AVERY PLACE COMMUNITY BUILDING ELEVATION - WEST

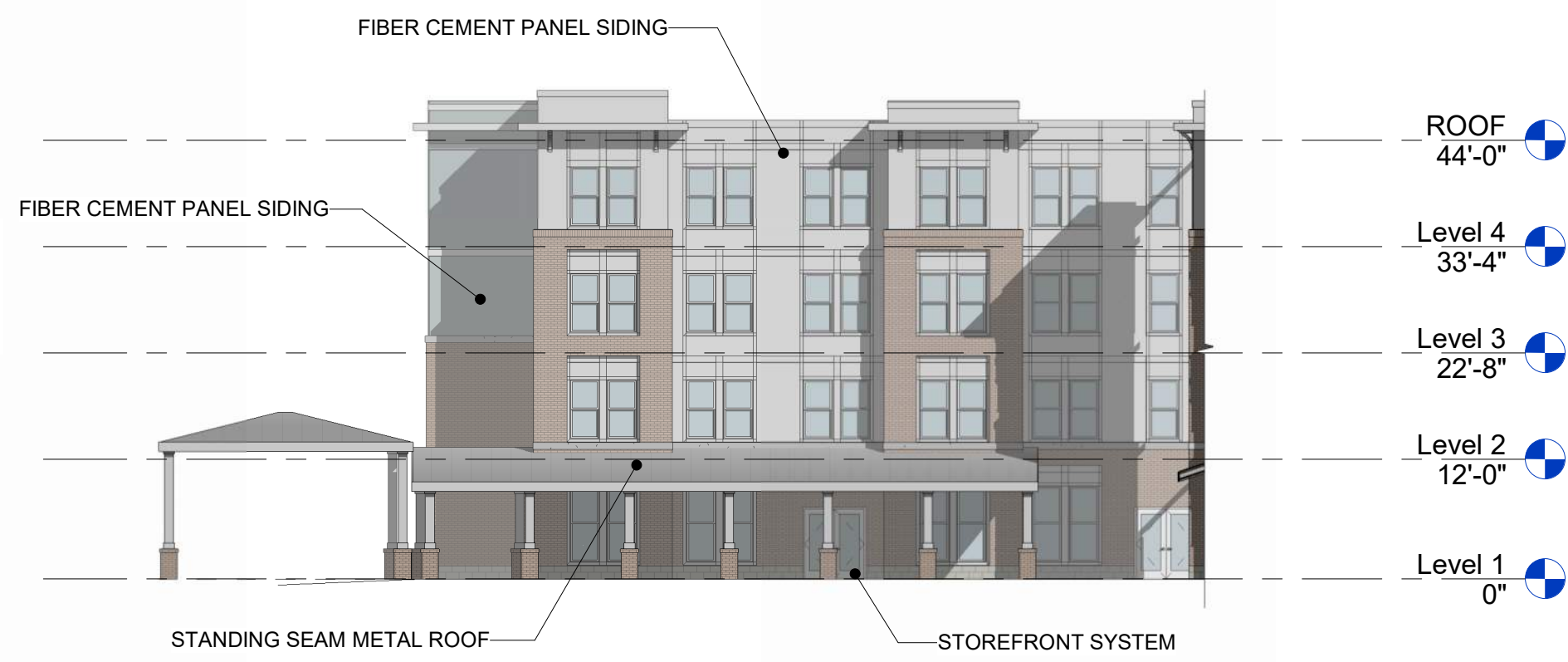
1/8" = 1'-0"

KUPFRIAN MANOR
BUILDING ELEVATIONS



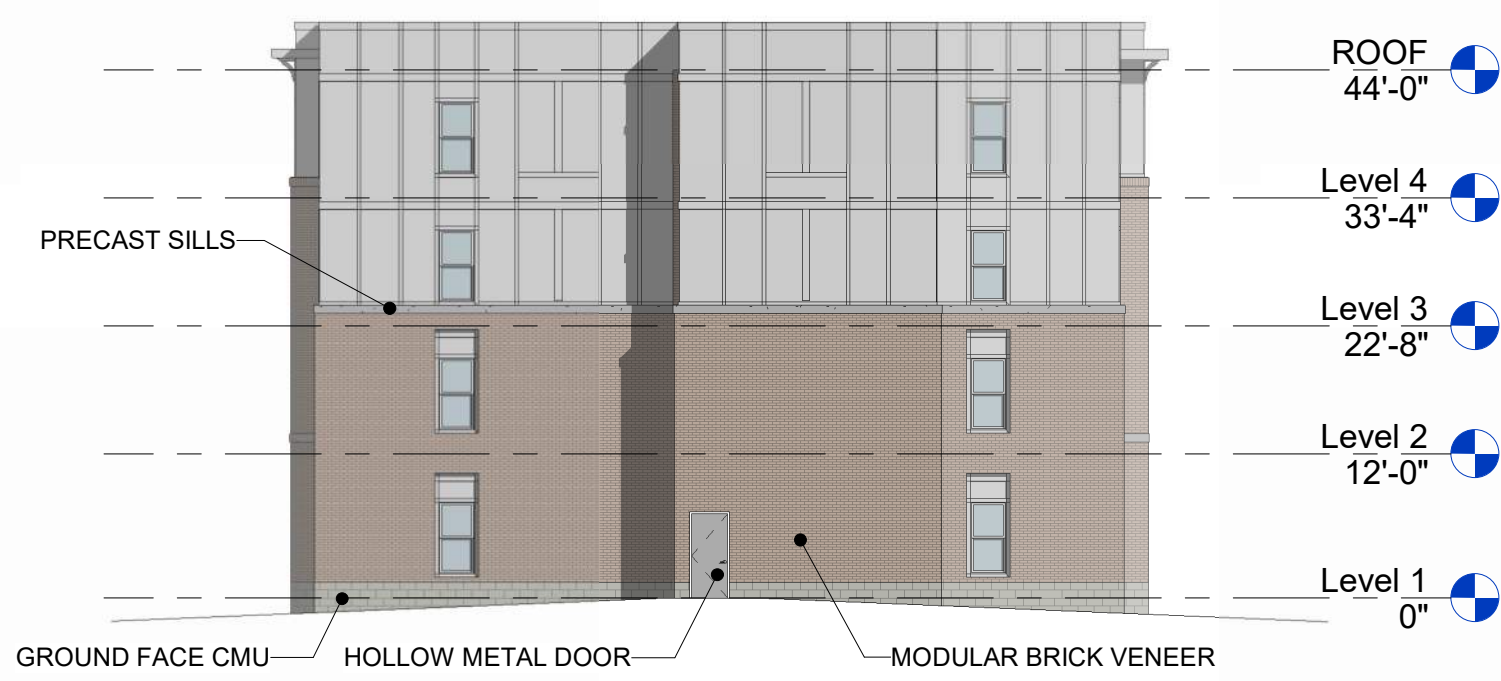
KUPFRIAN MANOR BUILDING ELEVATION - SOUTH

1/16" = 1'-0"



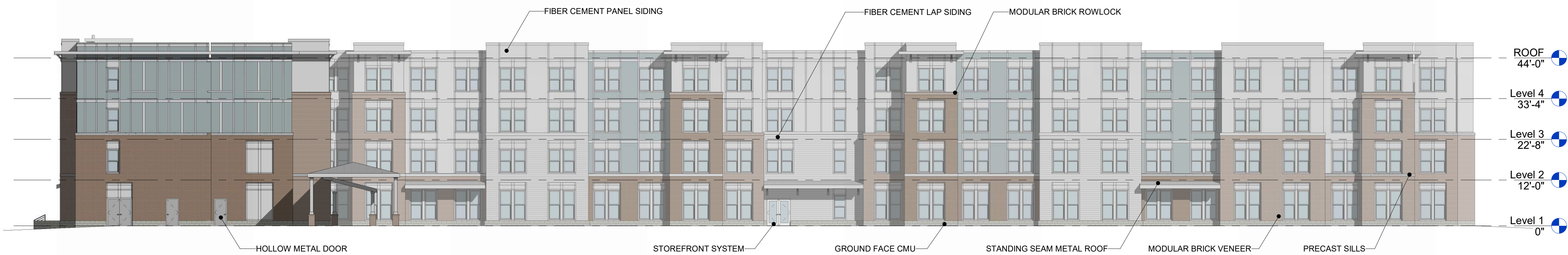
KUPFRIAN MANOR BUILDING ELEVATION - SOUTH-EAST

1/16" = 1'-0"



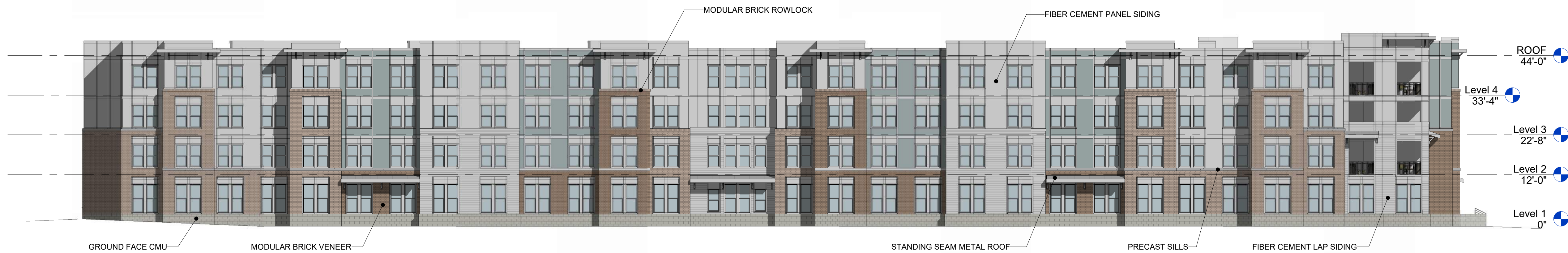
KUPFRIAN MANOR BUILDING ELEVATION - NORTH

1/16" = 1'-0"



KUPFRIAN MANOR BUILDING ELEVATION - EAST

1/16" = 1'-0"



KUPFRIAN MANOR BUILDING ELEVATION - WEST

1/16" = 1'-0"

3D EXTERIOR VIEWS



3D - Avery & Kupfrian- S Intersection



3D - Avery Bldg A - SW Corner



3D - Kupfrian - SW Corner



3D - Kupfrian - Rear