City of Pensacola

Agenda Conference

Agenda

Monday, September 11, 2023, 3:30 PM **Council Chambers, 1st Floor**

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 23-00427 PORT OF PENSACOLA - TRIUMPH GULF COAST GRANT AGREEMENT - AMERICAN MAGIC HIGH PERFORMANCE MARITIME CENTER AT THE PORT OF PENSACOLA

Recommendation: That City Council approve the acceptance of the Triumph Gulf Coast Grant Agreement for Project #315 in the amount of $8,500,000 for the renovation and finish out of the partially completed warehouse 10 at the Port of Pensacola, to include a 50-foot addition and partial match for construction of a dock and boat ramp. Further, that City Council authorize the Mayor to take the actions necessary relating to the acceptance and execution of this grant, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a resolution accepting the grant award and authorizing the Mayor to execute the grant.

Sponsors: D.C. Reeves

Attachments: *Triumph Grant Agreement for Project #315*

2. 23-00583 AWARD OF BID NO. 23-034 PENSACOLA INTERNATIONAL AIRPORT PARKING GARAGE REHABILITATION

Recommendation: That City Council award Bid No. 23-034 for Parking Garage Rehabilitation to Gutknecht Construction Company, the lowest most responsible bidder, in an amount not to exceed $1,827,326.00 plus 10% contingency in the amount of $182,732.60 for a total contract price not to exceed $2,010,058.60. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *ITB No. 23-034 Tabulation of Bids*

ITB No. 23-034 Final Vendor Reference List

3. 23-00617 AWARD OF QUOTE - EAST CROSS STREET SPEED TABLES CONTRACT

Recommendation: That City Council award this contract for speed tables on East Cross Street to Gulf Beach Construction, the lowest and best responsible bidder, for a base price of $54,285.00 plus 10% contingency, for a total contract price of $59,713.50. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Gulf Beach Construction Quote*

Location Map

4. 23-00627 AWARD OF QUOTE - PORT OF PENSACOLA TEMPORARY MULTI-PURPOSE TENANT WAREHOUSE

Recommendation: That City Council award this contract for a temporary multipurpose warehouse to Big Top Manufacturing/Southern Truck & Equipment Inc., the lowest and most responsive bidder, for a base price of $139,159 plus contingency in the amount of $13,915.90 for a total contract price of $153,074.90. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Big Top Warehouse (Lowest quote for temporary structure)*
Southern Truck & Equipment Inc. (Lowest quote for the base of the s

5. 23-00638 AWARD TRAFFIC SIGNALIZATION AND STREET LIGHTING CONTRACT INGRAM SIGNALIZATION CONTRACTOR

Recommendation: That City Council award this contract to Ingram Signalization, Inc., at an estimated annual amount of $714,810. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Bid Final Venfor Reference List*
Bid 23-031 Traffic Signalization and Street Lighting
Ingram Contract ITB

6. 23-00664 AWARD OF QUOTE - JEFFERSON STREET CITY GARAGE - SECURITY SYSTEM REPLACEMENT

Recommendation: That City Council approve the award of quote in the amount of $198,365.56 to Iron Bow Technologies, Inc. for the replacement of the Jefferson Street City Garage Security System. Further that City Council authorize the Mayor to take the actions necessary to execute and administer a contract and complete the work, consistent with the quote and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Proposal 374736 Jefferson Street Parking Garage Camera Update*

7. 23-00605 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4.

Recommendation: That City Council approve funding of $1,750 to OnBikes Pensacola and $500 to the Wingman Foundation from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore

8. 23-00625 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of $1,000 to the Wingman Foundation from the City Council Discretionary Funds for District 3.

Sponsors: Casey Jones

9. 23-00644 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $930 for the design, production and installation of a welcome sign for the Tanyard Neighborhood from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins

10. 23-00672 INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FOR FISCAL YEAR 2024

Recommendation: That City Council, based on action taken by the Community Redevelopment Agency (CRA), approve an interlocal agreement with the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2024 in an amount not to exceed $259,400.

Sponsors: Teniade Broughton

Attachments: *FY24 Interlocal Agreement for Community Policing Innovations*

11. 23-00637 APPOINTMENT OF SPECIAL MAGISTRATES

Recommendation: That City Council appoint Matthew J. Hargraves, Ralph Peterson, Tracey Robinson-Coffee, and John B. Trawick as Special Magistrates for the City of Pensacola.

Sponsors: D.C. Reeves

Attachments: *Matthew J. Hargraves resume*
Ralph Peterson resume
Tracey Robinson-Coffee resume
John B. Trawick resume

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

12. 23-00620 PUBLIC HEARING: TO CONSIDER ADOPTION OF AN INVENTORY LIST OF CITY OWNED REAL PROPERTY APPROPRIATE FOR AFFORDABLE HOUSING

Recommendation: That City Council conduct a public hearing on September 14, 2023, to consider adoption of an inventory list of City owned real property appropriate for affordable housing.

Sponsors: D.C. Reeves

Attachments: *Inventory List of City Owned Real Property Appropriate for Affordable*
Inventory List Location Maps
Status 2008 Inventory List of City Owned Real Property Appropriate
Escambia Pensacola Affordable Housing Advisory Committee Minute

13. 2023-059 RESOLUTION NO. 2023-059 - ADOPTING AN INVENTORY LIST OF CITY OWNED REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING

Recommendation: That City Council adopt Resolution No. 2023-059:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ADOPTING AN INVENTORY LIST OF CITY OWNED REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING; PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: *Resolution No 2023-059*
Summary Senate Bill 102 Disposition of municipal property for afford
Florida Statute 166.0451 Disposition of municipal property for afforda

14. 23-00642 ADMINISTRATIVE PLAN AMENDMENT FOR THE PENSACOLA HOUSING DEPARTMENT HOUSING CHOICE VOUCHER PROGRAM

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

Sponsors: D.C. Reeves

Attachments: *HCV Administrative Plan*
HCV Administrative Plan REDLINE VERSION

15. 23-00635 APPROVAL TO REALLOCATE LOST IV FUNDING FOR SAFETY IMPROVEMENTS AROUND THE 17TH AVENUE TRAIN TRESTLE, WAYSIDE PARK, AND BAYOU TEXAR

Recommendation: That City Council approve the reallocation of funds from LOST IV - Wayside East Seawall to LOST IV - Wayside/17th Ave Safety Improv.

Sponsors: D.C. Reeves

Attachments: *17TH AVENUE AERIAL MAP*

Supplemental Budget Resolution No. 2023-064

Supplemental Budget Explanation No. 2023-064

16. 23-00669 TERMINATION OF LEASE AGREEMENT WITH PENSACOLA SPORT ASSOCIATION

Recommendation: That the City Council, based on action taken by the Community Redevelopment Agency (CRA) Board, terminate the lease agreement with the Pensacola Sports Association (PSA) for the property located at 101 West Main Street as of 11:59 p.m. central standard time on September 30, 2023.

Sponsors: Teniade Broughton

Attachments: *Termination of Lease Agreement*

17. 23-00674 APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE CHAPPIE JAMES FLIGHT ACADEMY CLASSROOM EXPANSION PROJECT

Recommendation: That the City Council approve the reallocation of funds from LOST IV - Women's Veteran's Memorial and LOST IV - Energy Conservation & Efficiency for construction of the General Chappie James Flight Academy Classroom Expansion project.

Sponsors: D.C. Reeves

18. 23-00679 APPROVAL OF PARKS AND RECREATION BOARD RECOMMENDATION, CHANGING MEETING DATES AND TIMES

Recommendation: That City Council approve the Parks and Recreation Board recommendation, changing their meeting date to the third Tuesday of the month and changing the meeting time to 10:00 A.M.

Sponsors: Delarian Wiggins

Attachments: *Parks and Recreation Meeing Minutes - Unapproved - 8-17-23*

Proposed Parks and Recreation Board Meeting Schedule

19. 23-00680 HIRING OF A CITY COUNCIL SOCIAL MEDIA / COMMUNICATIONS SPECIALIST

Recommendation: That City Council approve the hiring of a City Council Social Media / Communications Specialist. Further, that City Council direct the Council Executive to work with City Human Resources and begin the hiring process.

Sponsors: Allison Patton

20. 23-00659 STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - AMENDMENT NO 1. SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT

Recommendation: That City Council approve the State of Florida - Florida Fish and Wildlife Conservation Commission (FWC) Grant Agreement No. 21130 Amendment No. 1 providing additional funds in the amount of $1,291,210 for Construction Services, for the Sanders Beach Kayak Fishing Trail Access Upgrades. Further, that City Council authorize the Mayor, or his designee to take all actions necessary to accept and execute the grant amendment. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

Sponsors: D.C. Reeves

Attachments: *Grant Agreement 21130 - Amendment 1*

Supplemental Budget Resolution No. 2023-069

Supplemental Budget Explanation No. 2023-069

21. 2023-069 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-69- STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - AMENDMENT 1- SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-069

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-069*

Supplemental Budget Explanation No. 2023-069

22. 2023-062 RESOLUTION NO. 2023-062 - DESIGNATION OF STATE ROADWAY TO HONOR LEWIS BEAR JR., AS "LEWIS BEAR JR. WAY"

Recommendation: That City Council adopt Resolution No. 2023-062:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, IN SUPPORT OF THE DESIGNATION OF 9TH AVENUE, FROM BAYFRONT PARKWAY TO CERVANTES STREET, AS "LEWIS BEAR JR. WAY"; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: *Lewis Bear Resolution*

HB 21

23. 2023-054 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-054 - ACCEPTING FUNDING FROM TRIUMPH GULF COAST - GRANT AGREEMENT LETTER - DESIGN AND CONSTRUCTION OF THE AMERICAN MAGIC HIGH PERFORMANCE MARITIME CENTER AT THE PORT OF PENSACOLA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-054.

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-054*

Supplemental Budget Explanation No. 2023-054

Triumph Grant Agreement for Project #315

24. 23-00611 PENSACOLA INTERNATIONAL AIRPORT - FISCAL YEAR 2023 DEFENSE COMMUNITY INFRASTRUCTURE PILOT (DCIP) PROGRAM

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of a Defense Community Infrastructure Pilot Program Grant in the amount of $4,952,000 to provide funding for construction of an Aircraft Parking Apron, upon award of the grant. Further, that City Council authorize the Mayor to take the actions necessary relating to the acceptance, execution, and administration of the grant, consistent with the terms of the agreement 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: D.C. Reeves

Attachments: *Pre-award Letter*
Supplemental Budget Resolution No. 2023-057
Supplemental Budget Explanation No. 2023-057

25. 2023-057 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-057 - PENSACOLA INTERNATIONAL AIRPORT - FISCAL YEAR 2023 DEFENSE COMMUNITY INFRASTRUCTURE PILOT (DCIP) PROGRAM

Recommendation: That City Council Adopt Supplemental Budget Resolution No. 2023-057.

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-057*
Supplemental Budget Explanation No. 2023-057
Pre-award Letter

26. 2023-058 RESOLUTION NO. 2023-058 SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TEMPORARY ROAD CLOSURE - SR 30 (US 98) GREGORY STREET FROM PALAFOX STREET TO EAST OF 14TH AVENUE

Recommendation: That City Council adopt Resolution No. 2023-058.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 30 (US 98) GREGORY STREET FROM PALAFOX STREET TO EAST OF 14TH AVENUE, FPID 434678-1-52-01.

Sponsors: D.C. Reeves

Attachments: *Resolution No. 2023-058*

27. 2023-063 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-063 - APPROPRIATING FUNDING FOR GENERATOR AT FIRE STATION 4

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-063.

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-063*

Supplemental Budget Explanation No. 2023-063

28. 2023-064 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-064 - AUTHORIZING THE USE OF LOST IV FUNDING FOR SAFETY IMPROVEMENTS AROUND THE 17TH AVENUE TRAIN TRESTLE, WAYSIDE PARK AND BAYOU TEXAR

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 2023-064:

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-064*

Supplemental Budget Explanation No. 2023-064

29. 2023-071 SUPPLEMENTAL BUDGET RESOLUTION 2023-071 - SAENGER THEATER CAPITAL FUND BALANCE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-071.

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-071*

Supplemental Budget Explanation No. 2023-071

30. 20-23 PROPOSED ORDINANCE NO. 20-23 - CREATING SECTION 8-1-23 OF THE CODE, PROHIBITING THE OBSTRUCTION OF PUBLIC SIDEWALKS

Recommendation: That City Council approve Proposed Ordinance No. 20-23 on first reading.

AN ORDINANCE CREATING SECTION 8-1-23 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROHIBITING THE OBSTRUCTION OF PUBLIC SIDEWALKS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: *Proposed Ordinance No. 20-23*

31. 21-23 PROPOSED ORDINANCE NO. 21-23 AMENDING TITLE IV-HEALTH AND SANITATION OF THE CITY CODE - ELIMINATING CURBSIDE RECYCLING SERVICE AND INCREASING GARBAGE COLLECTION TO TWICE WEEKLY

Recommendation: That City Council adopt Proposed Ordinance No. 21-23 on first reading.

AN ORDINANCE AMENDING TITLE IV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING HEALTH AND SANITATION SECTION 4-3-40, DEFINITIONS; SECTION 4-3-43, SOLID WASTE OR REFUSE TO BE PROPERTY OF THE CITY; SCAVENGING; SECTION 4-3-44, DETERMINATION OF SERVICE PROVIDERS; SECTION 4-3-45, BURYING OF RECYCLABLES, SOLID WASTE, REFUSE, OR HAZARDOUS MATERIALS OR SUBSTANCES; SECTION 4-3-46, STORING OR PLACEMENT OF RECYCLABLES, SOLID WASTE OR REFUSE; SECTION 4-3-47, PLACEMENT OF RECYCLABLES, SOLID WASTE OR REFUSE IN GUTTERS OR STREETS PROHIBITED, DECLARED NUISANCE; SECTION 4-3-60, COLLECTION SCHEDULE; SECTION 4-3-61, PLACEMENT FOR COLLECTION; SECTION 4-3-81, CITY-OWNED WHEELED CONTAINERS; SECTION 4-3-97, FEES AND SURCHARGES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: *Proposed Ordinance No. 21-23*

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00427 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PORT OF PENSACOLA - TRIUMPH GULF COAST GRANT AGREEMENT - AMERICAN MAGIC HIGH PERFORMANCE MARITIME CENTER AT THE PORT OF PENSACOLA

RECOMMENDATION:

That City Council approve the acceptance of the Triumph Gulf Coast Grant Agreement for Project #315 in the amount of $8,500,000 for the renovation and finish out of the partially completed warehouse 10 at the Port of Pensacola, to include a 50-foot addition and partial match for construction of a dock and boat ramp. Further, that City Council authorize the Mayor to take the actions necessary relating to the acceptance and execution of this grant, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a resolution accepting the grant award and authorizing the Mayor to execute the grant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

United by a mandate to win the America's Cup, American Magic is developing a pathway for a generation of engineers, boatbuilders and technicians to enhance the marine industry in the United States and set Pensacola on a trajectory of being a leader on the world stage. The facility is required to secure headquarters relocation of Bella Mente Quantum Racing Association (American Magic) to the Port of Pensacola.

Buildout of the facility will allow American Magic, which has utilized the Port of Pensacola on a temporary, seasonal basis, to permanently relocate their training and boat building facility to the Port of Pensacola, creating 150 high wage jobs.

As a requirement of the grant, the City of Pensacola will retain ownership of the facility and the space will be leased to American Magic. The dock and boat ramp will be utilized by American Magic as well as other Port tenants.

The grant requires project completion no later than December 31, 2026 and that 150 jobs are created

by American Magic and 20 additional jobs are created by related Port tenants. This grant is one of three grant awards related to this project.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$ 3,963,120	Governor's Job Growth Infrastructure Grant
	$ 8,500,000	Triumph Gulf Coast
	$ 2,625,000	FSTED Grant
	$15,088,120	
Actual:	$15,088,120	Engineering, Permitting and Construction

FINANCIAL IMPACT:

Funding from this grant will be used in conjunction with the Governor's Job Growth Grant Fund award and the Florida Seaport Transportation Economic Development (FSTED) grant award.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Assistant City Administrator
Erica Grancagnolo, Economic Development Director
Clark Merritt, Port Director

ATTACHMENTS:

1) Triumph Grant Agreement for Project #315

PRESENTATION: No

GRANT AWARD AGREEMENT
(City of Pensacola/American Magic Project #315)

THIS GRANT AWARD AGREEMENT (this "**Agreement**") is made and entered into effective as of the date set forth on the signature page below (the "**Effective Date**"), by and between TRIUMPH GULF COAST, INC., a Florida not for profit corporation ("**Triumph**"), and the CITY OF PENSACOLA, a Florida municipal corporation ("**Grantee**").

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for the following project (the "**Project**"): the design, renovation, finish, and equipping of the partially completed Warehouse 10 at the Port of Pensacola (to include a 50' addition) and the design and construction of a dock and boat ramp (collectively, the "**Facility**"), to support the operations of the BMQRA America's Cup racing project of the New York City Yacht Club's Bella Mente Quantum Racing Association ("**BMQRA**"), which operations will provide at least 170 net new jobs (150 jobs provided by BMQRA at the Facility and 20 other port-related jobs at the Port of Pensacola) paying an average wage of $105,000 per year, all as further described in Grantee's Application for Funds submitted to Triumph (the "**Grant Application**"), which Grant Application is incorporated herein by reference.

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

1. **Purpose of Agreement**. The purpose of this Agreement is to (i) award the Grant, (ii) state the terms and conditions upon which the Grant will be funded, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. **Grant Award**. On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to Grantee in the aggregate maximum amount of Eight Million Five Hundred Thousand Dollars ($8,500,000) (the "**Grant**") to provide partial funding for the Project. The estimated total cost of the Project is $49,100,000, as more fully shown in the Budget attached hereto as **Exhibit "A"** and incorporated herein (the "**Budget**"), with the Grant providing $8,500,000 of that amount and Grantee, BMQRA, and other federal, state, or local government, organizations or agencies providing $40,600,000 of that amount (the "**Matching Funds**").

3. **Contingencies for Grant**. Triumph's approval of the Grant, and any obligation to disburse the Grant, are expressly conditioned and contingent upon the following:

3.1 **Matching Funds**. No Grant funds shall be disbursed to Grantee unless there are irrevocable and legally enforceable Matching Funds commitments from Grantee, BMQRA, and other federal, state, or local government, organizations or agencies described in the Budget totaling not less than $40,600,000 to be used toward the completion of the Project as shown in the Budget.

3.2 **Lease**. No Grant funds shall be disbursed to Grantee unless Grantee, as lessor, and BMQRA, as lessee, shall have entered into a binding and enforceable lease agreement (the "**Lease**"), pursuant to which Grantee agrees to lease the Facility to BMQRA (i) at a rental rate of not less than an economic development rate, (ii) for a term of not less than ten (10) years, and (iii) with a provision that, upon expiration or earlier termination of the Lease, the Facility and all other improvements on the leased land shall be owned by Grantee. Triumph shall have forty-five (45) days from receipt of notification by Grantee that the Lease has been uploaded to Triumph's SmartSheet system to approve or disapprove it, and Triumph's failure to either approve or disapprove the Lease within such forty-five (45) day period shall be deemed disapproval. In the event of disapproval, Grantee shall have thirty (30) days to cure any specific objections raised by Triumph.

3.3 **Use of Matching Funds**. No Grant funds shall be disbursed to Grantee unless and until Grantee and/or BMQRA have (i) spent from Matching Funds at least Three Million Dollars ($3,000,000) on design and/or construction of the Facility (the "**Initial Matching Funds Expenditures**"), and (ii) provided to Triumph satisfactory evidence of the payment of such Initial Matching Funds Expenditures.

3.4 **Competitive Bids**. Grantee shall, with respect to contracts and/or purchases exceeding $325,000 for services, commodities, or construction or renovations to public property, obtain competitive bids when required under Grantee's own purchasing standards and procedures and under applicable statutes, rules, and regulations, including, but not limited to, Section 255, Florida Statutes. Grantee shall upload a copy of Grantee's applicable standards or procedures to Triumph's SmartSheet system upon request. When awarding contracts according to the applicable statutes, rules, and regulations, Grantee shall award the contract to the lowest cost qualified responsive bidder considering the selection criteria contained within the solicitation. Triumph shall have the right to review and approve the proposed award.

4. Funding of Grant:

4.1 **General Allocation of Grant in Budget Categories**. The Grant shall be allocated as more fully shown in the Budget.

4.2 **Funding of the Grant**. After the Initial Matching Funds Expenditures have been made and Triumph has received satisfactory evidence of the payment thereof as required by contingency 3.3 above, and after all other contingencies set forth in Section 3 above have been satisfied, Grantee shall submit to Triumph a separate Request for Funding on the form attached hereto as **Exhibit "B"** and incorporated herein (a "**Request for Funding**") for each Budget category (a "**Request for Funding**") in accordance with the Budget and shall submit information pursuant to a SmartSheet system by Grantee's authorized users. After the first Request for Funding, each subsequent Request for Funding may only be submitted after Triumph's approval of the immediately preceding Request for Funding. Each Request for Funding shall include the following items (A) through (H): (A) completed detailed Project

account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph ("**Expense Itemization Sheet**") for each category of funds requested and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project, (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of front and back of cancelled checks for funding, (F) to the extent that all or any portion of the prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, a completed Expense Itemization Sheet and receipts or other documentation evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, including copies of front and back of cancelled checks for funding, (G) copies of the insurance policies required under this Agreement and evidence that such policies are in current force and effect, and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. Grantee shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Other than the final Request for Funding, no single Request for Funding shall be submitted for a funding request amount of less than $106,250. In no event shall the cumulative fundings made by Triumph exceed the $8,500,000 maximum amount of the Grant. Upon Triumph's receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of a Request for Funding. If Triumph approves a Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves a Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

None of the grant shall be used as a reimbursement of items purchased by Grantee prior to the date of this Agreement. None of the amounts paid by Grantee in connection with the invoices submitted in a Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution, it being expressly understood and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee.

None of the grant funds or the Matching Funds shall be used to pay, reimburse, or recover any overhead or other indirect costs, including, but not limited to, general and/or administrative overhead, facilities overhead, continuing education fees, and auxiliary fees.

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a funding if:

(a) Any of the conditions and contingencies described in Section 3 above have not been satisfied, and/or there is missing or incomplete documentation;

(b) The Request for Funding seeks funding for items other than as shown in the Budget or seeks funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;

(c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the $8,500,000 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) Grantee made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;

(e) There is any pending litigation with respect to the performance by Grantee and/or BMQRA of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;

(f) Grantee has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been a violation of Sections 9.1, 9.4, or 9.5 (the prohibited interests provisions) of this Agreement;

(h) Grantee is in material violation, default, or breach of or under any provision of this Agreement;

(i) Grantee is in breach of any material representation or warranty contained in this Agreement;

(j) Grantee, BMQRA, and/or any federal, state, or local government, organization or agency providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(k) The Matching Funds are not being used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has failed to provide Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(l) With respect to previous fundings of the grant and payments under contracts, Grantee has failed to pay, or has failed to provide Triumph with evidence of payment of, the grant for the purposes of such funding. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, cancelled checks, wire transfer confirmations;

(m) Prior to the December 31, 2026, Completion Deadline for the Project as described below, Grantee and/or BMQRA has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee and/or BMQRA is rendered improbable, infeasible, impossible, or illegal;

(n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under $65,000 shall not be subject to approval under this Agreement;

(p) Intentionally omitted;

(q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has been increased or decreased by more than 5%; and/or the Matching Funds have decreased by more than 5%;

(r) Completion of the Project is not on schedule for completion by the Completion Deadline;

(s) Grantee has failed to maintain in full force and effect all insurance required under this Agreement;

(t) Grantee is not in compliance with all applicable environmental laws and regulations in accordance with this Agreement;

(u) Grantee is not in compliance with the competitive bidding requirements described above; and/or

(v) Grantee is not in compliance with the equal employment opportunity and other labor provisions as required by this Agreement.

5. Completion of the Project:

5.1 **General Requirements**. Grantee shall commence (or cause to be commenced), and complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. Grantee agrees to complete construction of the Facility by December 31, 2026 (the "**Completion Deadline**"). Notwithstanding the foregoing, the Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events. The term "*force majeure*" as used herein shall mean that which is beyond the control of Grantee, including, but not limited to, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of the state or any civil or military authority, insurrections, riots, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies, or any acts or omissions of third parties not under Grantee's control, and other such events or circumstances which are beyond the control of Grantee despite all reasonable efforts to prevent, avoid, delay, or mitigate such causes, and to include acts of God (such as pandemics or other public health emergencies (including any epidemic, pandemic, or disease outbreak (including the COVID-19 disease, variants and subvariants thereof, and similar diseases/viruses), lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts and adverse weather conditions).

5.2 **Total Project Cost**. The total cost of the Project is $49,100,000, of which (i) a match is being contributed in the amount of $40,600,000 shall be Matching Funds, and (ii) $8,500,000 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. To the extent that the actual cost of the Project exceeds $49,100,000, Grantee shall be solely responsible for such excess. Grantee shall monitor the Budget and submit an amended Budget to Triumph in the event that (a) the total cost of the Project decreases by greater than five percent (5%), (b) the total Budget decreases by greater than five percent (5%), and/or (c) the Budget decreases by greater than five percent (5%) within a particular Budget category. If Grantee proposes a decrease by greater than five percent (5%) as described above as compared to the most recently approved Budget, such proposal shall be submitted to Triumph in writing along with a proposed amended Budget, and Triumph shall have the right to approve or disapprove both the proposed Budget category decrease and the proposed amended Budget. If Grantee fails to obtain Triumph's approval, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f). Using the Grant, its own funds, and funds from other sources (including, but not limited to, the Matching Funds), Grantee agrees to bear the entire cost and expense of the Project, including but not limited to, all costs and all expenses in excess of the total estimated cost of the Project, it being expressly understood and agreed that the Grant shall operate only to pay, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses of the Project. Furthermore, Grantee shall ensure that the expenditure of all of the Matching Funds is as contemplated in the Budget; and agrees that its failure to do so shall be

deemed a material breach of this Agreement.

5.3 **Requirement to Provide Reports/Triumph Right to Inspect.** Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) costs incurred to date, (c) how BMQRA is progressing toward achieving the Performance Metrics, (d) Grantee's most recent audited financial statements with respect to the Project, (e) a completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (f) a completed Expense Itemization Sheet for each category of Grant funds previously disbursed and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (g) documentation evidencing the completion of the work to date, (h) copies of front and back of cancelled checks, (i) evidence that Grantee maintains the insurance required under Sections 5.4 and 5.10 hereof, and (j) such other documents as Triumph shall reasonably require in order to determine that the Grant funds previously disbursed and Matching Funds used to date are consistent with the purposes of the Grant. Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee and BMQRA, to access the Project and inspect any work being performed or as completed. Grantee shall also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project**.**

5.4 **Insurance**. Grantee shall keep and maintain or cause to be maintained casualty insurance on all improvements, fixtures, and equipment, that constitute the Project, the cost of which was in whole or in part funded using the Grant, but only to the extent that such equipment and improvements can in fact be insured. In the event of the loss of such equipment or improvements, Grantee shall either replace the improvements, fixtures, and equipment, or reimburse Triumph to the extent the Grant was used to purchase such improvements, fixtures, and equipment.

5.5 **Compliance with Applicable Laws, Including Environmental Regulations**. Grantee shall ensure that all clearances and permits required for the Project are obtained from the appropriate permitting authorities. Grantee covenants and agrees that the Project will be completed in conformance with all applicable federal, state and local statutes, rules and regulations, and standards, including, but not limited to, applicable environmental laws and regulations including the securing of any applicable permits. Grantee will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations.

5.6 **Plans and Specifications**. Until such time as the Performance Metrics have been achieved, Triumph shall have the right to review any plans and specifications for the Project and any material changes to said plans and specifications solely to confirm that the Project described in the plans and specifications is consistent with the project described in the Grant Application, such confirmation not to be unreasonably withheld, conditioned or delayed. Triumph shall have fifteen (15) days from each receipt of the plans and specifications or proposed material change to notify Grantee of its confirmation or denial that the Project described in the plans and specifications is consistent with the project described in the Grant Application. If Triumph issues a denial, such denial shall be in writing and shall state the specific manner in which the Project described by the plans and specifications is not consistent with the project described in the Grant Application. If Triumph fails to deliver such confirmation

or denial within such fifteen (15) day period, the plans and specifications or proposed material change shall be deemed confirmed by Triumph. If Grantee fails to obtain such confirmation as provided herein, that failure shall be sufficient cause for nonpayment by Triumph.

5.7 **Changes to Lease**. Once Triumph approves the Lease and until such time as the Performance Metrics have been achieved, Triumph shall have the right to review and approve any and all proposed Lease amendments, modifications, or other written changes thereto before Grantee executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed amendment, modification, waiver, or other change to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove within such fifteen (15) day period, the proposed amendment, modification, or other written change shall be deemed approved.

5.8 **Compliance with Consultants' Competitive Negotiation Act**. Grantee shall be deemed an "Agency" under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

5.9 **Grantee Responsible for Payments**. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, and to contractors under the contracts, and shall indemnify and hold Triumph harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any application submitted by Grantee to Triumph for funding of the Grant under this Agreement.

5.10 **Worker's Compensation Insurance**. Grantee shall carry or cause contractors under the contracts to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5.11 **Contractual Indemnities**. Grantee shall include, and shall cause BMQRA to include, the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, Grantee, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor/ consultant/ and its officers, agents or employees."

6. Representations and Warranties

(a) **Representations and Warranties of Triumph**: Triumph hereby makes the following representations and warranties to Grantee, each of which shall be

deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Grantee to enter into this Agreement, and in reliance on which Grantee has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which Triumph funds the Grant:

(i) **Organization, Power and Authority**. Triumph is a not for profit corporation and has all requisite power and authority to fund the Grant pursuant to the terms of this Agreement.

(ii) **Authorization and Binding Obligation**. Triumph has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Triumph. This Agreement has been duly executed and delivered by Triumph and, assuming the due authorization, execution, and delivery of this Agreement by Grantee, constitutes the legal, valid, and binding obligation of Triumph, enforceable against Grantee in accordance with its terms. This Agreement and the funding of the Grant by Triumph pursuant to the terms of this Agreement complies with applicable laws and regulations, including, without limitation, Sections 288.80 – 288.8018, Florida Statutes.

(iii) **No Violations**. The execution and delivery by Triumph of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of Triumph's corporate documents, or (ii) violate any applicable law or regulation.

(b) **Representations and Warranties of Grantee**: Grantee hereby makes the following representations and warranties to Triumph, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Triumph to enter into this Agreement, and in reliance on which Triumph has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which Grantee submits a Request for Funding, and as of the dates on which Grantee receives any funding of the Grant:

(i) **Organization; Power and Authority**. The City is a municipal corporation of the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted.

(ii) **Authorization and Binding Obligation**. Grantee has all necessary power

and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Grantee. This Agreement has been duly executed and delivered by Grantee and, assuming the due authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(iii) **No Violations**. The execution and delivery by Grantee of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of Grantee's charter or other corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither Grantee nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of Grantee, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither Grantee nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(iv) **No Material Adverse Change**. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the assets, operations or financial condition of Grantee, or the Project, in each case, since the date of the Grant Application.

(v) **Litigation; Compliance with Laws**. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental agency is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties

or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of Grantee, threatened by or against Grantee in, or with respect to any conduct in, the State of Florida. No permanent injunction, temporary restraining order or similar decree has been issued against Grantee which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. Neither Grantee, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to Grantee (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to Grantee), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to Grantee of any governmental agency, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(vi) **Express Representations and Warranties: No Material Misstatements**. All statements made by Grantee in the Grant Application were true, complete, and correct. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by Grantee to Triumph in connection with the Grant Application and/or the negotiation of this Agreement, or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(vii) **Matching Funds**. Grantee has obtained, or will obtain prior to requesting or receiving any Grant funds from Triumph, commitments for the Matching Funds to be used for the Project.

(viii) **Bonus or Commission**. Grantee has not paid, and agrees not to pay, any

bonus or commission for the purpose of obtaining an approval of the Grant Application or the entering into of this Agreement.

7. Accounting, Audits, and Records:

7.1 **Establishment and Maintenance of Accounting Records**. Grantee shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project, including, but not limited to, if applicable, payroll ledgers, state and federal payroll returns, and job descriptions, with respect to personnel used in connection with the Matching Funds. Such accounts are referred to herein collectively as the "**Project account**." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for five (5) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include Grantee's general accounting records and the Project records, together with supporting documents and records, of Grantee and all consultants performing work on the Project and all other records of Grantee and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.2 Audits. The administration of the Grant and any federal, state, or local resources awarded to Grantee shall be subject to audits and/or monitoring by Triumph, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and other state agencies, and by the federal government and agencies and representatives thereof. Without limiting the generality of the foregoing, Grantee shall comply with all audit and audit reporting requirements as specified below, and such requirements do not limit the authority of Triumph to conduct or arrange for the conduct of additional audits or evaluations of the Grant and federal, state, or local awards or funding, or limit the authority of Triumph or any state or federal official.

(a) In addition to reviews of audits conducted in accordance with Chapter 218, Florida Statutes, monitoring procedures to monitor Grantee's use of the Grant may include but not be limited to on-site visits by Triumph and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to the Grant awarded by Triumph by this Agreement. By entering into this Agreement, Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Triumph, the Florida Department of Financial Services (DFS), or the State of Florida Auditor General.

(b) Grantee may be subject to the following requirements:

(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Within ten (10) days of Grantee's receipt, Grantee shall submit a copy of the audit to Triumph at the address set forth in Section 10.11 below;

(ii) Upon receipt, and within six months, Triumph may review Grantee's corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the Grant provided through Triumph by this Agreement. If Grantee fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective actions to enforce compliance.

(iii) As a condition of receiving the Grant, Grantee shall permit Triumph, or its designee, DFS or the Auditor General access to Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(iv) Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued and shall allow Triumph, or its designee, DFS or State of Florida Auditor General access to such records upon request. Grantee shall ensure that the audit working papers are made available to Triumph, or its designee, DFS or State of Florida Auditor General upon request for a period of five (5) years from the date the audit report is issued unless extended in writing by Triumph.

7.3 Public Records. The parties acknowledge that each are public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either party receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, that party shall provide written notice to the other party of such request as soon as practicable after that party's receipt of such request. If either party submits records to the other party that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075 (3) of the Florida Statues or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statues, such records should be marked accordingly by the submitting party prior to submittal to the other party. In the event that either party's claim of exemption asserted in response to the submitting party's assertion of confidentiality is challenged in a court of law, the submitting party shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 8 below) and Performance Metrics under Section 8.3 below shall be deemed "public records" under

Section 119.011 of the Florida Statutes.

8. Termination or Suspension of Project/Breach of Agreement/Failure to Achieve Performance Metrics/Clawback of Grant:

8.1 Termination, Suspension, or Expiration of Project. If Grantee abandons, suspends, or discontinues the Project, or fails to complete improvement of the Facility by the Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee, to (i) suspend any further fundings of the Grant and/or any or all of Triumph's other obligations under this Agreement until such time as the event or condition resulting in such abandonment, suspension, or discontinuation has ceased or been corrected, and/or (ii) revoke and terminate the Grant. If Triumph issues a final termination or revocation notice resulting from Grantee's default, abandonment, or discontinuance of the Project, then in accordance with Section 8.4 below Grantee shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

8.2 Breach of Agreement.

(a) In the event Grantee shall (i) have made any misrepresentation of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement, (ii) have breached a representation or warranty of a material nature made in this Agreement, and/or (iii) have materially breached, violated, or defaulted under any of its obligations under this Agreement, and Grantee fails to cure such misrepresentation, breach, violation or default within thirty (30) days after notice from Triumph to Grantee specifying the facts constituting such misrepresentation, breach, violation or default, or if the misrepresentation, violation, breach or default is not reasonably capable of being cured within such thirty (30) day period, then for such longer period of time as long as Grantee is diligently prosecuting the cure of such default, then in accordance with Section 8.4 below Grantee shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

(b) In the event Triumph shall (i) have breached a representation or warranty of a material nature made in this Agreement, and/or (ii) have materially breached, violated, or defaulted under any of its obligations under this Agreement, and Triumph fails to cure such misrepresentation, breach, violation or default within thirty (30) days after notice from Grantee to Triumph specifying the facts constituting such misrepresentation, breach, violation or default, or if the misrepresentation, violation, breach or default is not reasonably capable of being cured within such thirty (30) day period, then for such longer period of time as long as Triumph is diligently prosecuting the cure of such default, Grantee shall

have all remedies available at law and in equity.

8.3 Performance Metrics. In the event both of the following performance metrics (the "**Performance Metrics**") set forth in subparagraphs (a) and (b) below are not achieved, then Grantee shall pay to Triumph the Performance Metric Clawback Amounts under Section 8.4 below:

(a) **Performance Metric #1:** By the date (the "**Ramp-Up Deadline**") which is the earlier of (i) three (3) years after the date that the construction of the improvements for the Facility have been substantially completed as evidenced by a certificate of occupancy or other reasonable evidence, or (ii) by December 31, 2029, BMQRA will have created at least 150 New Jobs (as defined below) and the Port of Pensacola will have created at least 20 New Jobs; and

(b) **Performance Metric #2:** All of the 170 New Jobs shall have been maintained for at least four (4) years after the Ramp-Up Deadline.

As used herein, a "**New Job**" shall mean a job at the Port of Pensacola that (a) has an average annual wage of not less than One Hundred Five Thousand Dollars ($105,000), (b) was created after June 22, 2023, (c) could not be sustained absent the availability of the Facility, and (d) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week. Jobs are not considered New Jobs if they are (A) moved from one business or government entity to another business or government entity within the State of Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s); or (B) temporary construction jobs involved with the construction of the Facility, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

The calculation of the number of New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

At any time and from time to time, upon written request by Triumph, Grantee shall, and shall cause BMQRA to, within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, "**Back-up Data**") as Triumph reasonably requires in order to determine whether BMQRA achieved any or all of the above Performance Metrics. Grantee's refusal or failure to timely provide, or cause to be provided, any requested Back-up Data shall be deemed Grantee's failure to timely achieve the above Performance Metrics. Notwithstanding the foregoing, so long as Grantee is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to

any Back-up Data needed to be obtained from third parties.

8.4 Clawback of Grant under Sections 8.1, 8.2, and 8.3. Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, which are not cured by Grantee pursuant to the terms thereof, then Grantee shall pay to Triumph, within thirty (30) days of demand therefor, all amounts of the Grant that were theretofore funded, plus interest as described below. In the event the Performance Metrics are not timely achieved as described above, then, upon written demand by Triumph (the "**Demand Notice**"), Grantee shall repay to Triumph an amount of the Grant proportional to the jobs shortfall, based on $50,000 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (169 jobs created or maintained instead of 170), then the amount owed would be $50,000 (1 x $50,000), and if there is a shortfall of 25 jobs (145 jobs created or maintained instead of 170), then the amount owed would be $1,250,000 (25 x $50,000). The $50,000 per job amount is determined by dividing the $8,500,000 Grant amount by the 170 promised jobs. All amounts owed shall be repaid with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing ten (10) days after delivery of the Demand Notice and shall continue to accrue until the amount demanded is repaid in full. The amount due, including any interest thereon, is referred to herein as the "**Clawback Amount.**"

Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any Clawback Amount due if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of the Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metrics were not achieved due to negative economic conditions beyond BMQRA's and Grantee's reasonable control, (iii) BMQRA and Grantee made a good faith effort to achieve the Performance Metrics, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected the Grantee's ability to achieve the Performance Metrics.

8.5 Maximum Clawback Amount. In no event shall the total amount clawed back under Section 8.4 above exceed the total amount of the Grant actually funded to Grantee, plus interest as described herein and attorneys' fees and costs incurred by Triumph in connection with enforcing this Agreement. Grantee and Triumph acknowledge and agree that any amounts clawed back under Section 8.4 above are intended as a repayment of Grant funds conditionally funded to Grantee and are due and payable to Triumph as a result of the occurrence of any of the events described in Sections 8.1, 8.2, or 8.3 above. Such amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, Grantee and Triumph agree that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine, (iii) Triumph would not have a convenient and adequate alternative to the liquidated damages, (iv) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (v) Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

9. Other Covenants, Restrictions, Prohibitions, Controls, and Labor Provisions:

9.1 No Lobbying/Gifts. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, Grantee shall use no portion of the Grant for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, any state agency, or Triumph. Grantee shall not, in connection with this or any other agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Triumph or State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Triumph or State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Triumph or any authorized State official, Grantee shall provide any type of information Triumph or such official deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement.

9.2 **Costs of Investigations**. Grantee shall reimburse Triumph for the reasonable costs of investigation incurred by the Auditor General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

9.3 Equal Employment Opportunity/Labor Laws. In connection with the carrying out of the Project, Grantee shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. In addition, Grantee shall comply with all other applicable labor and employment laws and regulations, including, but not limited to, wage and hour and workplace safety laws and regulations.

9.4 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, Grantee shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of Grantee, or any entity of which the officer, director or employee or the officer's, director s or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

(a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

(b) Grantee shall not enter into any contract or arrangement in

connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before Grantee by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of Grantee.

(c) The provisions of this subsection shall not be applicable to any agreement between Grantee and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between Grantee and an agency of state government.

9.5 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or member of the State of Florida legislature, or any director, staff member, or consultant of Triumph, shall be permitted to share in or be a part of this Agreement or any benefit arising hereunder.

9.6 **Grant Funds**. Grantee acknowledges and agrees that the funds for the Grant are not and shall not be deemed a general obligation of the State of Florida, nor is the Grant or this Agreement backed by the full faith and credit of the State of Florida. Triumph's obligation to fund the Grant or any portion thereof is expressly contingent upon Triumph having sufficient funds on hand to fund the Grant. If for any reason such funds are not retained by Triumph, are depleted, are frozen or sequestered, or are in any manner unavailable for full or partial funding to Grantee and/or other awardees of grants, Triumph shall not be obligated to make fundings hereunder and shall therefore not be deemed to be in breach of this Agreement. To the extent some funds are available to for funding to Grantee and other awardees of grants, Triumph shall allocate such funds among Grantee and such other awardees in such amounts as it shall determine in its sole and absolute discretion and shall not be deemed to be in breach of this Agreement for failure to fully fund the Grant.

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than Grantee. Without limiting the generality of the foregoing, no person or entity providing other funding to the Project (other than Grantee), nor any vendor, contractor, subcontractor, or materialman, shall be a third-party beneficiary under this Agreement.

10.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment to Grantee constitute or be construed as a waiver by Triumph of any breach of covenant or any default which may then exist, on the part of Grantee, and the making of such payment by Triumph while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to Triumph with respect to such breach or default.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

10.4 Contractual Indemnity. To the extent permitted by Section 768.28, Florida Statues, Grantee shall indemnify, defend, and hold harmless Triumph and all of its officers, agents,

and employees from any claim, loss, damage, cost, charge, or expense arising out of any willful misconduct or grossly negligent act by Grantee, its agents, or employees, during the performance of this Agreement, except that neither Grantee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Triumph or any of its officers, agents, or employees during the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver by Grantee of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes. When Triumph receives a notice of claim for damages that may have been caused by the gross negligence or willful misconduct of Grantee in the performance of services required under this Agreement, Triumph will immediately forward the claim to Grantee. Grantee and Triumph will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Triumph will determine whether to require the participation of Grantee in the defense of the claim or to require that Grantee defend Triumph in such claim as described in this Section 10.4. Triumph and Grantee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial. Triumph may, in addition to other remedies available to it at law or equity and upon notice to Grantee, retain such monies from Grant amounts due Grantee hereunder as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. Notwithstanding anything to the contrary herein, should it be determined that Grantee was not responsible for the claim, loss, damage, cost, charge, or expense for which Triumph asserted its rights under this Section, Triumph shall immediately reimburse Grantee for its costs incurred pursuant to this Section.

10.5 Limitations of Liability. Neither Grantee nor Triumph shall be liable to the other for any special, indirect, punitive, or consequential damages, even if the other party has been advised that such damages are possible. Neither Grantee nor Triumph shall be liable for lost profits, lost revenue, or lost institutional operating savings. In addition, Triumph shall not assume or incur any liability related to its approval or deemed approval of any contractor, any contract, any plans or specifications for the Project, or any other matter for which Triumph has the right or obligation to review and/or approve under this Agreement.

10.6 Non-Assignment. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times without the consent of Grantee be entitled to assign or transfer its rights, duties, or obligations under this Agreement to any other person or entity, or to another governmental entity in the State of Florida, upon giving prior written notice to Grantee. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio.* Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio.*

10.7 Intentionally Omitted.

10.8 Construction; Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement”

means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.9 **Preservation of Remedies; Severability**. No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

10.10 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the parties hereto with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.11 Notices. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set

forth below, unless another address has been previously specified in writing in accordance with this Section 10.11:

If to Triumph:	**If to Grantee:**
Triumph Gulf Coast, Inc. P.O. Box 12007 Tallahassee, FL 32317 Attention: Executive Director	City of Pensacola 222 West Main Street Pensacola, FL 32502 Attention: City Attorney

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE'S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

10.12 Attorney's Fees. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

10.13 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

10.14 Governing Law. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Escambia. The parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

10.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed as of the day and year first above written.

GRANTEE:

CITY OF PENSACOLA, a Florida municipal corporation

By:_____
Print Name:_____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

TRIUMPH:

TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation

By:_____
Print Name:_____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

ATTEST:

By: _____
Print Name: _____
Title: Secretary

Effective Date: _____, 2023

A5030493.DOCX

EXHIBIT “A” BUDGET

[see attached]

Exhibit A
American Magic at the Port of Pensacola .
Project 315

Oct-23

		Design, Construction and Equipment	Existing Building	Total
Please change year # to actual year				
Project Total				
	pre2022-2022	-	3,200,000.00	3,200,000.00
	2023	1,500,000.00	-	1,500,000.00
	2024	8,500,000.00	-	8,500,000.00
	2025	35,900,000.00	-	35,900,000.00
Calendar Year 5		-	-	-
Calendar Year 6		-	-	-
Calendar Year 7		-	-	-
Calendar Year 8		-	-	-
Calendar Year 9		-	-	-
Calendar Year 10		-	-	-
Calendar Year 11		-	-	-
Calendar Year 12		-	-	-
Project Total		45,900,000.00	3,200,000.00	49,100,000.00
Triumph				
	pre2022-2022			-
	2023			-
	2024	6,500,000.00		6,500,000.00
	2025	2,000,000.00		2,000,000.00
Calendar Year 5				-
Calendar Year 6				-
Calendar Year 7				-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Triumph Total		8,500,000.00	-	8,500,000.00
Grantee				
	pre2022-2022		3,200,000.00	3,200,000.00
	2023	1,500,000.00		1,500,000.00
	2024	2,000,000.00		2,000,000.00
	2025	1,900,000.00		1,900,000.00
Calendar Year 5				-
Calendar Year 6				-
Calendar Year 7				-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Grantee Total		5,400,000.00	3,200,000.00	8,600,000.00

American Magic Capital Investment				
	pre2022-2022			-
	2023			-
	2024			-
	2025	32,000,000.00		32,000,000.00
Calendar Year 5				-
Calendar Year 6				-
Calendar Year 7				-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Match Source 1 Total		32,000,000.00	-	32,000,000.00

EXHIBIT "B"

Form of

Request for Funding of Grant

(City of Pensacola /American Magic Project #315)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 4.2 of that certain Grant Award Agreement dated _____, 2022 (the "Agreement"), by and between the City of Pensacola ("Grantee") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

1. Amount of Grant Funding Requested Hereby for this Category: $_____

2. (a) Grant Amount for this Category (Budget Amount): $_____

   (b) Less Amounts Previously Received in this Category: $_____

   (c) Less This Requested Amount (Note: the: amount requested here MUST match the amount on the Expense Itemization Sheet) $_____

   (d) Remaining Funds of Category to be Awarded: $_____

3. Attached hereto are (1) a true, correct, and complete Expense Itemization Sheet, together with true, correct, and complete copies of the receipts, invoices and other supporting documentation referenced therein, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3)

evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.

4. None of the amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.

5. None of the contracts under which amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.

6. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:

(a) All of the conditions and contingencies described in Section 3 of the Agreement have been satisfied and there is no missing or incomplete documentation;

(b) The Request for Funding does not seek funding for items other than as shown in the Budget and does not seek funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;

(c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, does not exceed the $8,500,000 maximum amount of the Grant; the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, does not exceed the maximum amount allocated to such Budget category; and Grantee has used all Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) Grantee has not made any misrepresentation or omission of a material nature in the Grant Application, or in any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;

(e) There is no pending litigation with respect to the performance by Grantee and/or New York City Yacht Club's Bella Mente Quantum Racing Association ("**BMQRA**") of any of their respective duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;

(f) Grantee has not taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There have been no violations of Sections 9.1, 9.4, or 9.5 (the prohibited interests provisions) of the Agreement;

(h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee has not breached any material representation or warranty contained in the Agreement;

(j) Neither Grantee nor BMQR, nor any federal, state, or local government, organization or agency providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(k) The Matching Funds are being used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee has provided Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(l) With respect to previous fundings of the grant and payments under contracts, Grantee has paid and provided Triumph with evidence of payment of, the grant for the purposes of such funding;

(m) Neither Grantee has abandoned or discontinued the Project, and the commencement, prosecution, and timely completion of the Project by Grantee has not been rendered improbable, infeasible, impossible, or illegal;

(n) No portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) None of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph;

(p) Intentionally omitted;

(q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has not been increased or decreased by more than 5%; and/or the Matching Funds have not decreased by more than 5%;

(r) Completion of the Project is on schedule for completion by the Completion Deadline;

(s) Grantee has maintained in full force and effect all insurance required under this Agreement;

(t) Grantee is in compliance with all applicable environmental laws and regulations in accordance with the Agreement;

(u) Grantee is in compliance with the competitive bidding requirements described in the Agreement; and/or

(v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by the Agreement.

The undersigned, in his/her capacity as _____ of Grantee, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the purposes of the Grant.

Date: _____

_____

Print Name: _____

EXHIBIT "C"

SmartSheet Authorized Users

Date _____

Name Title Email address User Type (check one)*

1.

___ View Only

___ Edit

2.

___ View Only

___ Edit

Future changes to Authorized Users of SmartSheet (additions and deletions) must be delivered via a revised Exhibit "C" uploaded to SmartSheet and via email to the Program Administrator.

*User Types:

View Only – users with view only rights will be able to click and read all attachments and notes but will not be able to comment, upload or edit documents.

Edit - users with Edit rights will be able to upload documents and make notes/comment in the sheet.

PLEASE NOTE: IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE'S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00583 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 23-034 PENSACOLA INTERNATIONAL AIRPORT PARKING GARAGE REHABILITATION

RECOMMENDATION:

That City Council award Bid No. 23-034 for Parking Garage Rehabilitation to Gutknecht Construction Company, the lowest most responsible bidder, in an amount not to exceed $1,827,326.00 plus 10% contingency in the amount of $182,732.60 for a total contract price not to exceed $2,010,058.60. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the 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:

The Airport's parking garage requires maintenance due to exposure to environmental elements and daily service life conditions. Proposed rehabilitation work includes, but is not limited to, the following:

- Preparation of double tees, concrete decking, and doors for coatings
- Coating application
- Replacement of cove, slab, expansion, and wall joints
- Procurement and installation of new doors, door frames, and door hardware
- Repairs of spalls, cracks, and exposed steel as noted
- Replacement of corroded and faded parking signage as noted
- Restriping of parking surfaces on the exposed 3rd and 4th floors
- Additive Alternate: Coating of all uncoated double tees on the first floor

On July 13, 2023, City Purchasing issued Invitation to Bid No. 23-034 for parking garage rehabilitation. Bids were due August 11, 2023, and seven (7) responses were received. Gutknecht Construction Company of Columbus, Ohio, was the lowest and most responsible bidder with a base bid of $1,804,770.00 and an additive alternative bid of $22,556.00 for a total bid of $1,827,326.00.

Such work will require sections of the parking garage to be closed while work is in progress. With passenger numbers continuing to break historic records, the garage and main surface parking are full

or close to full on an almost a daily basis. To minimize the impact on patrons, the construction schedule will be carefully planned to ensure the garage is fully operational during peak travel times.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 2,010,100.00	Airport Capital Improvement Account
Actual:	$ 1,804,770.00	Base Bid
	22,556.00	Additive Alternative
	182,732.60	10% Contingency
	$ 2,010,058.60	

FINANCIAL IMPACT:

In fiscal year 2023, funding in the amount of $2,010,100 has been appropriated in the Airport's capital improvement account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/25/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew Coughlin, Airport Director

ATTACHMENTS:

1) ITB No. 23-034 Tabulation of Bids
2) ITB No. 23-034 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 23-034

TITLE: PARKING GARAGE REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT

Opening Date & Time: 08/11/2023, 2:30 PM	GUTKNECHT CONSTRUCTION COMPANY	KETOM CONSTRUCTION CO., INC.	VALCOURT EXTERIOR BLDG SERVICES OF FL, L.C.	RESTOCON CORPORATION	PHOENIX COATINGS, INC.	ROY ANDERSON CORPORATION	C-SHARPE CO., LLC
Department: Airport	Columbus, OH	Loganville, GA	Bradenton, FL	Tampa, FL	Pensacola, FL	Gulfport, MS	Orange Beach, AL
Base Bid	$1,804,770.00	$1,658,203.56	$1,847,392.00	$1,994,714.00	$1,985,142.00	$2,217,200.00	$2,389,415.00
Additive Alternate	$22,556.00	$179,550.00	$86,220.00	$175,000.00	$270,000.00	$78,000.00	$144,361.00
Base Bid + Additive Alternate	$1,827,326.00	$1,837,753.56	$1,933,612.00	$2,169,714.00	$2,255,142.00	$2,295,200.00	$2,533,776.00

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Submittal Due Date: 08/11/23 **Bid No.: 23-034**

FINAL VENDOR REFERENCE LIST

PARKING GARAGE REHABILITATION AT PENSACOLA REGIONAL AIRPORT

AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
086047	ADAM HASSEBROCK	1720 W FAIRFIELD DR	PENSACOLA	FL	32501	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
068969	ALEXANDER CARL SELMON DBA ACSIII	5443 BYRON ST APT C	MILTON	FL	32570	
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
086284	ARROWHEAD CONTRACTING INC	504 W INTENDENCIA	PENSACOLA	FL	32501	Y
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
086682	BAYOU CITY STRIPING	8245 WEDNESBURY LN	HOUSTON	TX	77074	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
052226	BELLAMY, LARRY DBA LARRY MASONRY	6099 CEDAR RD	MOLINO	FL	32577	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BLVD	PENSACOLA	FL	32505	Y
053457	BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
065158	BOSS LADY CONCREATE CO LLC	5801 CLEARWATER AVE	PENSACOLA	FL	32505	Y
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL D	PENSACOLA	FL	32504	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
043867	CHASTAIN, MARK DBA HYPERION CONSTRUCTION LLC	226 S PALAFOX PL	PENSACOLA	FL	32502	
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
086687	COASTAL CONTRACTORS	25299 CANAL ROAD	ORANGE BEACH	AL	36562	
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
025910	C-SHARPE INC	22657 CANAL ROAD	ORANGE BEACH	AL	36561	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
086518	EMPIRE CONSTRUCTION	11141 US HWY	SPANISH FORT	AL	36527	
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	

Submittal Due Date: 08/11/23 **Bid No.: 23-034**

FINAL VENDOR REFERENCE LIST

PARKING GARAGE REHABILITATION AT PENSACOLA REGIONAL AIRPORT

AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
043447	GM CONCRETE LLC	8557 UNTREINER AVE	PENSACOLA	FL	32534	Y
073703	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HLW RD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST CT	GULF BREEZE	FL	32563	Y
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	Y
034436	GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD	PENSACOLA	FL	32514	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
086662	GUTKNECHT CONSTRUCTION COMPANY	2280 CITYGATE DRIVE	COLUMBUS	OH	43219	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
086683	HADLEY CONSTRUCTION SPECIALTIES INC	P O BOX 2062	FOLEY	AL	36536	
052928	HALE, MELLISSA R DBA M & W CONCRETE & CONSTRUCTION LLC	3402 N TARRAGONA ST	PENSACOLA	FL	32507	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT ST	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
001597	HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
047672	HRC ROOFING & CONSTRUCTION INC DBA HRC CONSTRUCTION	5675 HWY 90 SUITE #B	MILTON	FL	32583	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
085769	IDS CONCRETE CUTTING	107 SECOND ST SE	FT WALTON BCH	FL	32548	
074292	INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
051467	JAMES MALLORY CONTRACTOR INC	6756 CEDAR RIDGE CIRCLE	MILTON	FL	32570	Y
067240	JAMES RICH BUILDERS INC	7049 WEATHERWOOD DR	PENSACOLA	FL	32506	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
085396	JRM CONSTRUCTION GROUP INC	4617 HEATHERWOOD WAY	PACE	FL	32571	

Submittal Due Date: 08/11/23 **Bid No.: 23-034**

FINAL VENDOR REFERENCE LIST

PARKING GARAGE REHABILITATION AT PENSACOLA REGIONAL AIRPORT

AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
086661	KETOM CONSTRUCTION CO INC	3735 HARRISON ROAD	LOGANVILLE	GA	30052	
070474	LANIER, EDDIE B DBA LANIER MASONRY LLC	1530 SIR HORNE DRIVE	PENSACOLA	FL	32505	Y
030443	LARRY GATES CONSTRUCTION	10081 BRISTOL PARK RD	CANTONMENT	FL	32533	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
076493	LTS CONSTRUCTION LLC	4771 BAYOU BLVD #290	PENSACOLA	FL	32503	Y
051373	LUKER BUILDERS INC	5265 JOANNA PLACE	PACE	FL	32571	
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
021606	MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
039951	MATTAIR CONSTRUCTION CO INC	57 S COYLE ST	PENSACOLA	FL	32502	Y
070661	MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
060998	MIXON, ALBERT DBA QUALITY SHEETROCK &PAINTG CNTRCTRS LLC	116 SOUTH DONELSON ST	PENSACOLA	FL	32502	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
052946	NORWOOD STUCCO INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
064899	PALMER'S CONCRETE FINISHING	4509 BAYSIDE DRIVE	MILTON	FL	32583	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
049009	PARRIS CONSTRUCTION CO LLC	3636 NORTH L ST BLDG C	PENSACOLA	FL	32505	Y
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS RD	MILTON	FL	32570	Y
004675	PHOENIX COATINGS INC	900 INDUSTRIAL COURT	PENSACOLA	FL	32505	Y
085694	POOLE, DERRICK DEMETRIS DBA DERRICK POOLE CONSTRUCTION LLC	1261 TRAMMEL BLVD	PENSACOLA	FL	32505	
041814	PRECISION CONCRETE CUTTING LLC	3950 SHOREWOOD DRIVE	PENSACOLA	FL	32507	
086684	PYTHON CONCRETE RESTORATN CORP	29279 HIGHWAY 190	LACOMBE	LA	70445	
044440	QUALITY CONCRETE OF NW FL	5916 RUNNING IRON ROAD	MILTON	FL	32570	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
050273	R SQUARED CONSTRUCTION INC	4677 WINTERDALE DRIVE	PACE	FL	32571	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
062962	RESTOCON CORPORATION	337 N FALKENBURG RD	TAMPA	FL	33619	
071623	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD	PENSACOLA	FL	32534	Y
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y

Submittal Due Date: 08/11/23 **Bid No.: 23-034**

FINAL VENDOR REFERENCE LIST

PARKING GARAGE REHABILITATION AT PENSACOLA REGIONAL AIRPORT

AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	
033161	ROY ANDERSON CORP	PO BOX 2	GULFPORT	MS	39502	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
086686	SHAFFER CONSTRUCTION	4661 E SPENCER FIELD RD	PACE	FL	32571	
000866	SHERWIN WILLIAMS CO PAINT STORE	3117 N PALAFOX STREET	PENSACOLA	FL	32501	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
044578	SOULE CONSTRUCTION LLC	2303 MAGNOLIA AVENUE	PENSACOLA	FL	32503	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA ST	PENSACOLA	FL	32502	Y
081797	SOUTHERN ROAD & BRIDGE LLC	715 WESLEY AVENUE	TARPON SPRINGS	FL	34689	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
086685	SSRG	110 TOWN PARK DRIVE	SMYRNA	TN	37167	
045261	SUPLICKI, DONALD F DBA GULF COAST CONCRETE SVCS LLC	PO BOX 2926	PENSACOLA	FL	32513	
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
086065	TRENT M PATTERSON DBA PATTERSON CSP LLC	6530 N PALAFOX ST #8	PENSACOLA	FL	32503	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PKWY	GULF BREEZE	FL	32563	
086663	VALCOURT BUILDING SERVICES	195 LURTON STREET	PENSACOLA	FL	32505	
054211	VALLIA WARREN CONSTRUCTION SYSTEMS INC	3130 NORTH E STREET	PENSACOLA	FL	32501	Y
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
051237	WATSON, ALFRED DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD	PENSACOLA	FL	32534	Y
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	

Vendors: 147

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00617 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF QUOTE - EAST CROSS STREET SPEED TABLES CONTRACT

RECOMMENDATION:

That City Council award this contract for speed tables on East Cross Street to Gulf Beach Construction, the lowest and best responsible bidder, for a base price of $54,285.00 plus 10% contingency, for a total contract price of $59,713.50. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The installation of speed tables on East Cross Street from 17th Avenue to Yates Avenue is the result of a homeowner-initiated traffic calming petition. A speed study demonstrated that speeds exceed the threshold of six (6) miles per hour over the posted speed limit at the 85th percentile. Staff contacted seven asphalt providers with a request to quote this job. Gulf Beach Construction was the only provider that submitted a quote to complete this work. The provider will install five (5) asphalt speed tables, pavement markings, and signage.

PRIOR ACTION:

September 14, 2022 - City Council approved allocation of L.O.S.T. IV funding for Traffic Calming projects in the fiscal year 2023 budget.

FUNDING:

Budget:	$59,713.50	
Actual:	$54,285.00	Construction Cost
	$ 5,428.50	10% Contingency
	$59,713.50	Estimated Cost

FINANCIAL IMPACT:

Sufficient funding exists in the L.O.S.T. Traffic Calming account to cover this contract.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/28/2023

STAFF CONTACT:

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

ATTACHMENTS:

1) Gulf Beach Construction Quote
2) Location Map

PRESENTATION: No

GULF BEACH CONSTRUCTION

1308 Upland Crest Ct
Gulf Breeze, FL 32563
Phone: (850) 341-5035

PROPOSAL
PUBLIC WORKS & FACILITY
CITY OF PENSACOLA
EAST CROSS ST

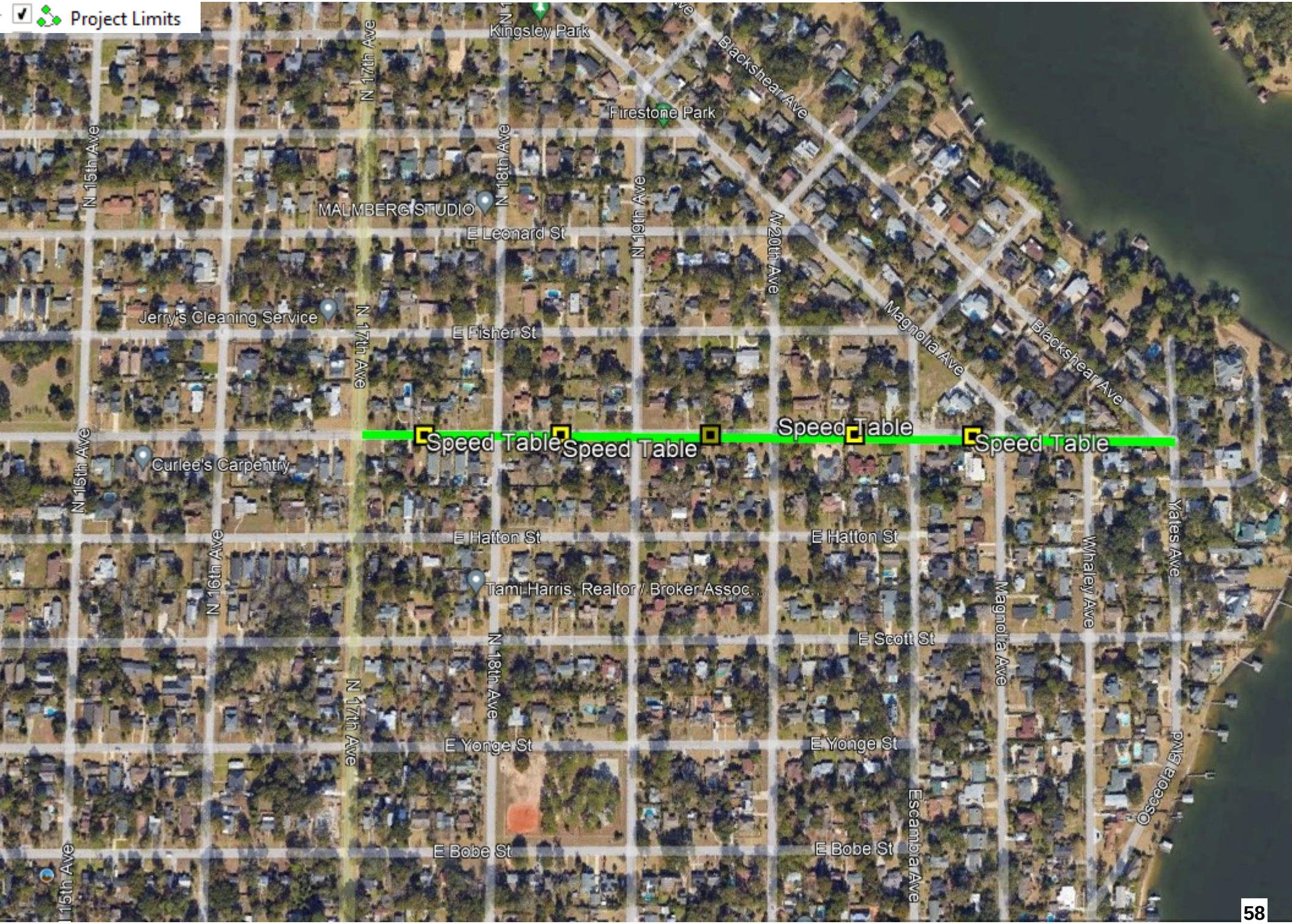
DATE 7/14/2023

ATTN: DAVID FORTE, CAITLIN CERAME

	UNIT	QUANITY	PRICE	TOTAL
Mobilization	EA	1	1785.00	1785.00
Asphalt Speed Table 22' X 20'	EA	5	6900.00	34500.00
Install Thermoplastic Speed Table Markings	EA	5	2150.00	10750.00
Install Speed Table Signs	EA	20	275.00	5500.00
Maintenece Of Traffic Full Lane Closures & Detour	LS	1	1750.00	1750.00

TOTAL **54285.00**

General Location Map



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00627 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF QUOTE - PORT OF PENSACOLA TEMPORARY MULTI-PURPOSE TENANT WAREHOUSE

RECOMMENDATION:

That City Council award this contract for a temporary multipurpose warehouse to Big Top Manufacturing/Southern Truck & Equipment Inc., the lowest and most responsive bidder, for a base price of $139,159 plus contingency in the amount of $13,915.90 for a total contract price of $153,074.90. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This temporary multipurpose structure will support port tenants and users who are conducting short term cargo storage, metal fabrication activities, and other port operations that require protection from the elements. The 4000 square foot temporary structure can be disassembled and reassembled anywhere on port for maximum flexibility and is significantly more cost effective than a permanent structure.

There are two quotes because the base and the upper structure are from different companies. They are assembled to make the temporary structure.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 76,537.45	FDOT Upland Cargo Grant #44554819401
	$ 76,537.45	Port Funds
	$153,074.90	Total

Actual:	$139,159.00	Construction
	$ 13,915.90	10% Contingency
	$153,074.90	Total

FINANCIAL IMPACT:

FDOT Upland Cargo Grant #44554819403 and Port Funds will fund the project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/25/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Clark Merritt, Port Director

ATTACHMENTS:

1) Big Top Warehouse (Lowest quote for temporary structure)
2) Southern Truck & Equipment Inc. (Lowest quote for the base of the structure)

PRESENTATION: No

June 13, 2023
Thomas Coggin
City of Pensacola

ITEM	QTY	DESCRIPTION	PRICE
Vinyl Shelter	1	• 40' Wide X 100' Long X 18' Center Height X 12' Side wall 18 OZ. Cover, Translucent White, Flame Retardant PVC Laminated fabric With Polyester Scrim. Frame Members: 24" Heavy Wall ASTM Zinc Tubular Steel meets z-bar truss design Customer specified foundation requirements 8'6" Containers Fabric Ends @ the base of the shelter. All Weld Joints Coated With 97% Zinc "Cold Gal" For Corrosion Protection. All Connections via a Slip Fit and bolt together Junction.	$ 66,789.00
End Wall	2	• Access end wall with framing. 1ea 22'wide x 18'high disappearing door. Disappearing door to include all the hardware including winch. **Anchoring to Concrete**	Included
Electric Winch	1	2ea Electric winches to raise & lower the large fabric doors	$ 6,000.00
Ventilation	1	1ea 24" exhaust fan with frame 2ea 24" louvered vents with frame	$ 4,000.00
Man Door	2	• Aluminum man door with frame	Included
Turnkey Installation		• Big Top Manufacturing will erect your shelter(s) at your facility. Big Top Manufacturing will be responsible for all equipment and non-union labor. Customer will be responsible for any and all safety courses, 24/7 access to the site, removing all underground and overhead utilities, powerlines, building or use permits, dumpster for trash removal, foundation work, portalet or toilet facilities in the proximity to the site, special badges, etc. If the shelter is purchased or installed prior to permit approval the customer bears the cost of any upgrades to meet local codes. • Big Top Shelters is an erector of your shelter defined as an equipment item. We are not a construction company or general contractor. If your site requires special applications, business licenses, taxes, or requirements then a general contractor may be required. See installation clause at the bottom of the page).	$ 35,145.00
Taxes	*	• Taxes: If applicable, you may be charged any of the following taxes based upon Federal or State Law that may apply. State, County, City, Use or any other taxes. This is not included within this pricing. If you are tax exempt, please provide your	Exempt

3255 US 19 N ~~~ Perry, Florida 32347 USA
(850) 584-7786 ~~~ Fax: (850) 584-7713 ~~~ 011-850-584-7786 International
www.bigtopshelters.com ~~~ e-mail: d.mccormick@bigtopshelters.com

		tax-exempt certificate.	
Shipping	1	• FOB: Perry FL • Prepay and add: General Flatbed Rates	$ 1,500.00
GRAND TOTAL		**US DOLLARS.**	**$ 113,434.00**

Payment Terms: 50% with Order Balance Due 7 Days Prior to Shipping.
Manufacturing Lead Time: 8-10 +/- weeks from approved purchase order and deposit.
Quote Validation: 30 Days

Sincerely,

Dustin McCormick
Sales Representative
d.mccormick@bigtopshelters.com

Approved This Day of , 2023

P. O. #

3255 US 19 N ~~~ Perry, Florida 32347 USA
(850) 584-7786 ~~~ Fax: (850) 584-7713 ~~~ 011-850-584-7786 International
www.bigtopshelters.com ~~~ e-mail: d.mccormick@bigtopshelters.com

Big Top Manufacturing Inc Disclaimer Reference Page

1. Fees for services are $1,100.00 for the United States and its territories, Canada, and the Caribbean. International Services are $1800.00 USD per day per person. Included are hotel, rental car, meals, taxies, and airport parking. Expenses for airfare, visas, transfers, special job site training, ferries, and others will be billed at actual costs. On domestic and international installations, the daily fee extends from portal to portal from Perry, Florida. The Daily fee continues during the week Monday through Sunday regardless of whether work can be performed on weekends. Travel & accommodations are to be arranged or agreed to by Big Top personnel. (Domestic & International flights are to be coach class and the hotel accommodations are to be with a standard chain hotel). All remaining balances will be settled on prior to the departure of the technician from the job site. There may be some international regions where a technician is not available. Call for details.

2. Big Top will not be responsible for any damage to the grounds, shrubbery, underground utilities, asphalt, concrete, etc. due to the normal construction process necessary to install the above shelters unless specifically provided for in the purchase contract.

3. In the event the above proposal includes metal/aluminum entry equipment doors, unless the shelter is built on level concrete, we cannot take responsibility for its operation. If uneven - such as is routinely encountered on asphalt or soil, the framework will likely require modification on site resulting in additional costs.

4. Big Top will provide soil or concrete anchors as a standard form of anchoring. Big Top makes no representation as to the structural integrity or suitability of the concrete or soil. Any other anchoring surface or method is at the sole risk of the end user. No representation is made as to water drainage due to slope or foundation issues. If on soil or asphalt, we provide 40" anchors. There cannot be any concrete, obstructions, utilities, etc., below the footprint of the shelter's walls and ends if using soil anchors. You should contact your local utility locating service.

5. Shelter is to be installed in accordance with the provided assembly instructions, under the guidance of our technician or via Big Top. If the end user chooses to owner install the shelter, finished photos are required including photos of the shelter with the anchors properly installed. In the event the shelter is ever relocated, new photos will be required including anchorage photos.

6. In the event the end user chooses to employ our technician, we make no representation as to the quality, suitability, or performance of the laborers or equipment provided. The estimate given is based upon typical installations worldwide but is not a guaranteed level of performance. On site safety is the responsibility of the customer not Big Top's representative.

7. If Big Top is to fully install the shelter, unencumbered access is necessary. We assume a 7-day workweek. If the weekends cannot be worked, we will need to know this in advance to modify the proposal.

8. End user is responsible for permitting and any local taxes or tariffs, if any. If a turn-key installation by Big Top, it is the end user's responsibility to determine Big Top's ability to install the shelter based upon local licensing or permitting issues. All costs associated with this to be borne by the end user.

9. Shelter is defined as an equipment item. Proper maintenance is necessary to extend the life of the shelter frame, fabric, doors, and access panels. Maintenance guide can be provided upon request.

10. All drawings received should represent inside looking out of the Big Top. Customer to verify.

11. All accessories are covered under the product manufacturer's warranty.

12. Big Top installers are not licensed electricians. All electrical connections are the responsibility by the customer.

13. Shipping is primarily via flatbed trailers. To maximize stacking, there is little to no dunnage below the frames. Due to weight and handling issues, dunnage can possibly result in damage to the frame. If you require dunnage, there could be additional costs due to lessened space on the flatbed or special stacking requirements.

14. Disappearing fabric doors are not a pre-engineered door system and should be considered a flap. Engineered door systems are available but require additional funds. Big Top Access panels are not engineered door systems, there is no warranty on the access end panel, the access panel is not warrantied against or designed at the same engineering as the shelters, The access panels or panels are required to be secured down in high winds. The panel(s) vertical cables are to be clipped at the bottom to the anchoring devices and the cables are to be tightened and secured when the panel is always in the down position.

15. If Engineering is required, please provide the proper wind, snow, seismic load, and exposure category for the location where the shelter will be located. If the shelter is purchased or installed prior to permit approval the customer bears the cost of any upgrades to meet local code. All engineering to support the structure is considered "by others", unless specifically noted on our drawings. That includes, but is not limited to, shipping containers, concrete, soil, asphalt, custom support steel, etc. Engineering fees start at $1,800.00

16. Signed proposals or related PO's assumes you have read & understand the above Big Top Manufacturing Inc disclaimer/clauses

3255 US 19 N ~~~ Perry, Florida 32347 USA
(850) 584-7786 ~~~ Fax: (850) 584-7713 ~~~ 011-850-584-7786 International
www.bigtopshelters.com ~~~ e-mail: d.mccormick@bigtopshelters.com

Southern Truck & Equipment Inc.
Toll Free 800-284-1801
Local 251-653-4716
Fax 251-653-9040

6.22.23

20' Container $3100 per unit (x2)

40' Container $4200 per unit (x4)

7.5% tax

Delivery to Pensacola, Fl $200 per run (x5)

Total $25,725.00

***Prices do not include tax and delivery fees, unless specified otherwise. Prices are good for 5 business days. Quote also depends on container availability. Delivery price also depends on rollback usage or big truck usage.**

Regards,

Andrew Raley Sales Manager--Southern Truck & Equipment Inc.

Website - www.southerntruck.net
E-mail sales@southerntruck.net
6650 Boykin Rd Theodore, Al 36582- Address

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00638 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD TRAFFIC SIGNALIZATION AND STREET LIGHTING CONTRACT INGRAM SIGNALIZATION CONTRACTOR

RECOMMENDATION:

That City Council award this contract to Ingram Signalization, Inc., at an estimated annual amount of $714,810. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: Choose an item.

SUMMARY:

This contract is intended to serve as an Indefinite Delivery and Indefinite Quantity contract for Traffic Signal and Street Lighting maintenance, repair, and construction. The contract is also intended to be used post disaster in conjunction with funds provided by FDEM, FEMA, and/or FHWA. This is a one year contract that may be renewed for two consecutive one year periods.

Any work order issued using this contract that will be funded in any part by FEMA will include the total or maximum number of hours that can we worked. This work order will also include the itemization of the parts or other materials along with a maximum amount that can be purchased under the work order. There will also be a not-to-exceed maximum cost.

PRIOR ACTION:

None.

FUNDING:

Budget:
$ 504,602.85 Federal FEMA 90% Funding - Natural Disaster Fund
$ 28,033.49 State FDEM 5% Funding - Natural Disaster Fund
$ 28,033.49 City of Pensacola 5% Funding
$ 154,140.17 City of Pensacola yearly Signal and Streetlight Maintenance
$ 714,810.00

Actual: $ 714,810.00 Contract Amount
$ 714,810.00 TOTAL

FINANCIAL IMPACT:

FEMA has obligated a PW in the amount of $560,669.83 with 90% provided by the Federal Emergency Management Agency (FEMA), 5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 5% from the City of Pensacola. The City has sufficient funds for the 5% match for Hurricane Sally Projects. At the end of Fiscal Year 2022, $2.55 million of Fund Balance within the General Fund was assigned to ensure the City has sufficient funds for the required 5% match for Hurricane Sally projects. Additionally, this contract will be partially funded from the yearly General Fund Traffic Signal and Street Light maintenance budgets.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/24/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, Director - Public Works & Facilities Department

ATTACHMENTS:

1) Bid Final Vendor Reference list
2) Bid 23-031Traffic Signalization and Street Lighting
3) Ingram Contract ITB

PRESENTATION: No

Submittal Due Date: 08/02/23 **Bid No.: 23-031**

FINAL VENDOR REFERENCE LIST
TRAFFIC SIGNALIZATION & STREET LIGHTING
PUBLIC WORKS & FACILITIES

Vendor	Name	Address	City	St	Zip Code	SMWBE
001948	ARMSTRONG ELECTRIC COMPANY INC	4920 CHANEY STREET	PENSACOLA	FL	32503	
082843	B & P CONSTRUCTION OF NORTHWEST FL LLC	8819 FIGLAND AVE	PENSACOLA	FL	32534	
025703	BAY ELECTRIC INC	4862 EAST SPENCERFIELD RD	PACE	FL	32571	
059759	BERRY LANDON VENEY JR DBA BLV ELECTRICAL ENGINEERS	134 CEVALLOS STREET	PENSACOLA	FL	32502	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
051433	CHILDERS ELECTRONICS LLC	7396 ESTHER STREET	PENSACOLA	FL	32506	
079502	COLDWATER COMMERCIAL AND INDUSTRIAL LLC	5919 ALLENTOWN RD	MILTON	FL	32570	Y
066704	CYBER 1 SYSTEMS LLC	3245 W FAIRFIELD DRIVE	PENSACOLA	FL	32505	Y
027855	D&T ELECTRIC OF PENSACOLA LLC	6435 WYNDOTTE ROAD	PENSACOLA	FL	32526	
053920	DTR ELECTRIC INC	336 FOREST HILLS DRIVE	CANTONMENT	FL	32533	
070476	DUNAWAY ELECTRICAL SERVICS INC	4411 BRIDGET LANE UNIT B	PENSACOLA	FL	32526	
021026	F & M ELECTRIC INC	901 CONCORDIA BLVD	PENSACOLA	FL	32503	
046481	FIELD ELECTRIC INC	11753 GULF BEACH HWY	PENSACOLA	FL	32507	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
049311	GOODYEAR ELECTRIC LLC	12369 COOPER RD	HOLT	FL	32564	
010453	GREG WILLIAMS ELECTRIC INC	P O BOX 3288	PENSACOLA	FL	32516	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
038609	GULF ELECTRIC SERVICE CO INC	1125 HARBOR LANE	GULF BREEZE	FL	32563	
076265	GULF SOUTH ELECTRIC INC	504 W INTENDENCIA ST	PENSACOLA	FL	32502	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049098	J L ELECTRIC LLC	551 DESERT OAK DR	PENSACOLA	FL	32514	
043118	JAMES E SIMMONS ELEC CO INC	2443 BROOKWOOD PLACE	CANTONMENT	FL	32533	
082548	JOHNSON ELECTRIC	5717 NORTH W STREET	PENSACOLA	FL	32505	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
001033	KELSON ELECTRIC COMPANY INC	906 WEST MAIN STREET	PENSACOLA	FL	32502	Y
060294	KLOCKE & ASSOCIATES ENGINEERS	49 EAST CHASE STREET	PENSACOLA	FL	32502	
051094	KNIGHT, TERENCE I DBA KNIGHTS ELECTRICAL SERVICE	1114 E LEONARD ST	PENSACOLA	FL	32503	Y
018273	KRAFTRONICS INC	3025 WEST NINE MILE RD	PENSACOLA	FL	32534	

Submittal Due Date: 08/02/23 **Bid No.: 23-031**

FINAL VENDOR REFERENCE LIST
TRAFFIC SIGNALIZATION & STREET LIGHTING
PUBLIC WORKS & FACILITIES

Vendor	Name	Address	City	St	Zip Code	SMWBE
055738	LARRY ARMSTRONG ELECTRICAL CONTRACTOR INC	2952 BLUESTAR AVENUE	PENSACOLA	FL	32514	
062229	LED WORLDWIDE LIGHTING INC	16410 NORTH SHORE COURT	PENSACOLA	FL	32507	
055498	M & M ELECTRIC OF NW FL INC	292 NORTH SPRNG STREET	CRESTVIEW	FL	32536	
049263	MCGUIRE ELECTRICAL LLC	1812 EAST MALLORY ST	PENSACOLA	FL	32503	
030768	MCLEMORE ELECTRIC INC	PO BOX 9625	PENSACOLA	FL	32513	Y
085695	MILLER, MATTHEW A DBA M & J ELECTRICAL SERVICES LLC	1404 GREENVISTA LANE	GULF BREEZE	FL	32563	
049667	MOTES ELECTRIC INC	5250 OLD BERRY HILL ROAD	MILTON	FL	32570	
042853	PAUL PATRICK ELECTRIC INC	5924 GRAHAM LANE	MILTON	FL	32583	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
049446	Q A ELECTRIC INC	4051-G BARRANCAS AVE STE 116	PENSACOLA	FL	32507	
048368	QUALITY ELECTRIC OF FL LLC	8220 LILLIAN HWY	PENSACOLA	FL	32506	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
025349	SANDERS BROTHERS ELECTRIC INC	8195 KIPLING STREET	PENSACOLA	FL	32514	
002653	SCAPIN ELECTRIC COMPANY	PO BOX 6597	PENSACOLA	FL	32503	Y
049242	SELECTRICITY	PO BOX 4736	PENSACOLA	FL	32507	
032132	SEMINOLE ELECTRIC CONST INC	5412 SUN VALLEY DRIVE	PENSACOLA	FL	32505	Y
043119	SHIELDS ELECTRIC LLC	2803 W LAKEVIEW AVE	PENSACOLA	FL	32505	
084364	ST CONTROLS LLC	1638 KAUAI COURT	GULF BREEZE	FL	32563	
086065	TRENT M PATTERSON DBA PATTERSON CSP LLC	6530 N PALAFOX ST #8	PENSACOLA	FL	32503	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
036451	WEBB ELECTRIC CO OF FL INC	1620 SUCCESS DRIVE	CANTONMENT	FL	32533	
058666	WEST FLORIDA ELECTRIC SVCS INC	1808 KINGSTREE DRIVE	CANTONMENT	FL	32533	
021814	WILLIAMSON ELECTRICAL CO INC	P O BOX 728	MILTON	FL	32572	Y

Vendors: 55

TABULATION OF BIDS

BID NO: 23-031

TITLE: TRAFFIC SIGNALIZATION & STREET LIGHTING

Submittals Due:	INGRAM SIGNALIZATION, INC.
08/02/23, 2:30 P.M.	
Department:	
Public Works & Facilities	Pensacola, FL

Traffic Signal Total	$503,560.00
Street Lighting Total	$2,750.00
Additional Items Total	$208,500.00

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CONTRACT BETWEEN CITY OF PENSACOLA AND INGRAM SIGNALIZATION, INC.
BASED UPON INVITATION TO BID #23-031

THIS CONTRACT ("Contract") is made this ___ day of _____, 2023, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., ("Contractor"), a corporation authorized to do business in Florida, located at 4522 Davis Highway, Pensacola, FL 32503 (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #23-031, on July 3, 2023 ("Invitation to Bid"), as described in Project Manual/Specifications for Traffic Signalization & Street Lighting, Bid #23-031, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated August 2, 2023, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good

materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be for a period of one (1) year, with two (2) optional one (1) year renewals.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of (See Pricing Schedule in Exhibit "B" Proposal) ($___N/A___) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (_X_) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 18. FEMA Required Language
The parties acknowledge that federal grants or other forms of direct or indirect federal funding may be applicable for the projects undertaken pursuant to this agreement. Accordingly, the parties agree that all of the applicable federal contracting requirements summarized in Attachment "B", attached hereto, must be complied with.

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

CONTRACTOR	**CITY OF PENSACOLA, FLORIDA**
Ingram Signalization, Inc. (Contractor's Name)	_____ Mayor, D. C. Reeves
By_____ President	Attest: _____ City Clerk, Ericka L. Burnett
_____ (Printed President's Name)	Approved as to Substance:
Attest_____ Corporate Secretary	_____ Department Director
(CORPORATE SEAL)	Legal in form and execution:
	_____ City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

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

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

ATTACHMENT "B"

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS *(2 CFR § 200 Appendix II(A))*
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE*(2 CFR § 200 Appendix II(B))*
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at

2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

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

8. NO OBLIGATION BY FEDERAL GOVERNMENT

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

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

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

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or

in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

12. PROCUREMENT OF RECOVERED MATERIALS

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

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

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

13. BYRD ANTI-LOBBYING AMENDMENT.

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

8-2-2023
Date

Tony Kuhl Operation Manager
Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

EXHIBIT A

BID DOCUMENTS ON FILE IN THE PURCHASING OFFICE

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, August 2, 2023, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

PROPOSAL
BID NO. 23-031
TRAFFIC SIGNALIZATION & LIGHTING

Traffic Signal Total

(written) four hundred, ninety-six thousand, two hundred sixty dollars and 00/00----------

$503,560.00
RD 08/10/23

($ 496,260.00)

Street Lighting Total

(written) two thousand,seven hundred and fifty dollars and 00/00----------

($ 2,750.00)

Additional Items Total

(written) two hundred nine thousand, six hundred and seventy-five dollars and 00/00----------

$208,500.00
RD 08/10/23

($ 209,675.00)

**A signed quantity sheet must be included for the submittal to be considered.*

Bid Security in the proper form and in the amount of five percent (5%) of base bid is submitted.

Dunns#/UEID: _____ (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. _____ Expiration Date _____

Signature _____ Date: 8-2-2023

Printed Name: Tony Kuhl Title: Operations Manager

Company: Ingram Signalization INC Address: 4522 Davis Hwy

Telephone: 850-433-8267 City: Pensacola,

Fax: 850-433-2438 State: Florida Zip: 32503

E-mail: tony@ingramcorp.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name: Ingram Signalization INC.

EACH ITEM MUST BE FILLED IN WITH A DOLLAR VALUE.
ITEMS LEFT BLANK, MARKED "NO BID" OR WITH A ZERO WILL DISQUALIFY THE BID.

Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
1	Response Maint.	Technician - IMSA Level II (Mon-Fri, 8:00 AM - 4:30 PM) per hour	HR	2	150.00	300.00
2	Response Maint.	Technician - IMSA Level III (Mon-Fri, 8:00 AM - 4:30 PM) per hour	HR	2	180.00	360.00
3	Response Maint.	Technician - IMSA Level II (Mon-Fri, 4:31 PM - 7:59 AM, Sat, Sun & Holidays) per hour	HR	2	250.00	500.00
4	Response Maint.	Technician - IMSA Level III (Mon-Fri, 4:31 PM - 7:59 AM, Sat, Sun & Holidays) per hour	HR	2	300.00	600.00
5	Response Maint.	Technician Assistant (Mon-Fri, 8:00 AM - 4:30 PM) per hour	HR	2	75.00	150.00
6	Response Maint.	Technician Assistant (Mon-Fri, 4:31 PM - 7:59 AM, Sat, Sun & Holidays) per hour	HR	2	95.00	190.00
7	Response Maint.	Office Assistant per hour	HR	2	70.00	140.00
8	Response Maint.	Aerial Bucket Truck (standard) per hour	HR	2	100.00	200.00
9	Response Maint.	Aerial Bucket Truck (Large) per hour	HR	2	150.00	300.00
10	Response Maint.	Service Truck per hour	HR	2	40.00	80.00
11	Response Maint.	Maintenance of Traffic (message board rental) per day	DA	1		
12	Response Maint.	Utility Coordination (Sunshine spots) per item	EA	1		
13	Response Maint.	Timing Implementation per item	EA	1		
14	Response Maint.	Timing Adjustment, Systems (coordinated) per item	EA	1		
15	Response Maint.	Timing Adjustment, Intersections (non-coordinated) each incident	EA	1		
17	Response Maint.	Temporary Controller / Monitor (rental) per day	PD	2	35.00	70.00
18	Response Maint.	Temporary Traffic Signal Operations, (Generator rental) per hour	HR	8	40.00	320.00
19	Response Maint.	Temporary Traffic Signal Cabinet, during knock-down (rental) per day	DA	2	45.00	90.00
20	Grounding	10 Foot X 5/8" Ground Rod each	EA	1		
21	Grounding	20 Foot X 5/8" Ground Rod each	EA	1		
22	Conduit	1/2" X 10 Foot Section each	EA	1		

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name: Ingram Signalization INC

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
23	Conduit	1" X 10 Foot Section each	EA	1		
24	Conduit	Conduit, 2" (Above Ground) per LF	LF	50	50.00	2500.00
25	Conduit	Conduit, 2" (Under ground) per LF	LF	50	50.00	2500.00
26	Conduit	Conduit, 2" (Under Pavement/jacked) per LF	LF	50	200.00	10000.00
27	Conduit	Conduit, 1" Clamp each	EA	1		
28	Conduit	Conduit, 2" Clamp each	EA	1		
29	Conduit	Coupling, 1/2" each	EA	1		
30	Conduit	Coupling 1" each	EA	1		
31	Conduit	Coupling 2"	EA	1		
32	Conduit	90 degree elbow, 1/2" each	EA	1		
33	Conduit	90 degree elbow, 1" each	EA	1		
34	Conduit	90 degree elbow, 2" each	EA	1		
35	Cable	16-Conductor per LF	LF	50	10.00	500.00
36	Cable	12-Conductor per LF	LF	50	10.00	500.00
37	Cable	9-Conductor per LF	LF	50	10.00	500.00
38	Cable	7-Conductor per LF	LF	50	10.00	500.00
39	Cable	2-Conductor/Belden "Home Run"	LF	50	5.00	250.00
40	Misc. Com.	Interconnect Cable/FSK Wire (Overhead) 622-AL-F8	LF	50	5.00	250.00
41	Misc. Com.	Interconnect Cable/FSK Wire (Underground) 622-AL-F8	LF	50	10.00	500.00
42	Misc. Com.B90	ITS Express ITS VC-1000 Twisted-Pair Converter (FSK)/EA	EA	1		
44	Misc. Com.	Buried Cable Warning Marker	EA	1		
45	Misc. Com.	ITS Express ITS 8020 Fiber Switch	EA	1		

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name: Ingram Signalization INC

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
46	Misc. Com.	ITS Express ITS 80 Series Power Supply	EA	1		
47	Misc. Com.	Advantech Managed Ethernet Switch EKI-7712G-2FVP-AE 8-port GbE(PoE/PoE+)+ 2 GbE SFP + 2 VDSL2 SFP Modules	EA	1		
48	Misc. Com.	Advantech SFP Module, 1000BASE-LX Single Mode SFP Module (10 KM) W? Wide Temp	EA	1		
49	Span Wire	Span Wire (one wire/diagonal) per item	EA	1		
50	Span Wire	Span Wire (one wire/box) per item	EA			
51	Span Wire	Span Wire (two wire/diagonal) per item	EA	1		
52	Span Wire	Span Wire (two wire/box) per item	EA	1		
53	Span Wire	Adjustable Hangar each	EA	1		
54	Span Wire	Disconnect Hangar each	EA	1		
55	Span Wire	Extension Hangar each	EA	1		
56	Span Wire	Span Wire Hangar (2079-S) with SS bushing (single cable support) each	EA	1		
57	Span Wire	Span Wire Clamp each	EA	1		
58	Span Wire	Sign Bracket, Mast Arm Type (1-way) each	EA	1		
59	Span Wire	Mast Arm Signal Bracket each	EA	1		
60	Span Wire	Sign Bracket/span Wire Type (1-way) each	EA	1		
61	Span Wire	Sign Bracket/span Wire Type (2-way) each	EA	1		
62	Span Wire	Eye Bolt	EA	1		
63	Span Wire	All thread 5/8" per LF	LF	10	25.00	250.00
64	Span Wire	Span Wire Insulator 12' each	EA	10	500.00	5000.00
65	Span Wire	Guy Anchor 6" each	EA	10	400.00	4000.00
66	Span Wire	Guy Wire 1/4" per LF	LF	25	3.00	75.00
67	Span Wire	Guy Wire 3/8" per LF	LF	25	5.00	125.00

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name: Ingram Signalization INC

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
68	Span Wire	Span Wire Splice 1/4" each	EA	1		
69	Span Wire	Span Wire Splice 3/8" each	EA	1		
70	Span Wire	Guy Wire Vise 1/4" each	EA	1		
71	Span Wire	Guy Wire Vise 3/8" each	EA	1		
72	Span Wire	Slip Fitter 4 1/2"	EA	1		
73	Junction/Pull Box	Aerial Junction Box	EA	1		
74	Junction/Pull Box	Mounted Junction Box	EA	1		
75	Junction/Pull Box	Pull Box	EA	1		
76	Signals Auxiliaries	Green LED Module	EA	1		
77	Signals Auxiliaries	Red LED Module	EA	1		
78	Signals Auxiliaries	Yellow LED Module	EA	1		
79	Signals Auxiliaries	Green Arrow LED Module	EA	1		
80	Signals Auxiliaries	Red Arrow LED Module	EA	1		
81	Signals Auxiliaries	Yellow Arrow LED Module	EA	1		
82	Signals Auxiliaries	Yellow (12v) each LED	EA	1		
83	Signals Auxiliaries	3M Optical Signal Lamp	EA	1		
84	Signals Auxiliaries	12" Geometrically Programmed Louver	EA	1		
85	Signals Auxiliaries	Astro Bracket (1) 10" SS Cable	EA	1		
86	Traffic Signal	Traffic Signal 12" (1 Section, 1 Way) as specified	PI	4	750.00	300.00
87	Traffic Signal	Traffic Signal 12" (2 Section, 1 Way) as specified	PI	4	900.00	3600.00
88	Traffic Signal	Traffic Signal 12" (3 Section, 1 Way) as specified	PI	4	1800.00	7200.00
89	Traffic Signal	Traffic Signal 12" (4 Section, 1 Way) as specified	PI	4	2200.00	8800.00

$3,600.00
RD 08/10/23

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension	
90	Traffic Signal	Traffic Signal 12" (5 Section, 1 Way) as specified	PI	4	2500.00	10000.00	
91	Traffic Signal	Traffic Signal 12" (1 Section, 2 Way) as specified	PI	4	1250.00	5000.00	
92	Traffic Signal	Traffic Signal 12" (2 Section, 2 Way) as specified	PI	4	1250.00	5000.00	
93	Traffic Signal	Traffic Signal 12" (3 Section, 2 Way) as specified	PI	4	4500.00	18000.00	
94	Traffic Signal	Traffic Signal 12" (4 Section, 2 Way) as specified	PI	4	4800.00	19200.00	
95	Traffic Signal	Traffic Signal 12" (5 Section, 2 Way) as specified	PI	4	5000.00	10000.00	*$20,000.00 RD 08/10/23*
96	Traffic Signal	Signal Lens 12" Plastic each	EA	1			
97	Traffic Signal	Signal Visor 12" each	EA	8	50.00	400.00	
98	Traffic Signal	Signal Bracket (1 way) each	EA	8	400.00	3200.00	
99	Traffic Signal	Signal Bracket (2 way) each	EA	8	500.00	4000.00	
100	Traffic Signal	Signal Back Plate 1 section each	EA	8	250.00	2000.00	
101	Traffic Signal	Signal Back Plate 3 section each	EA	8	300.00	2400.00	
102	Traffic Signal	Signal Back Plate 5 section each	EA	8	450.00	7200.00	*$3,600.00 RD 08/10/23*
103	Pedestrian Signal	Pedestrian Signal (LED Countdown) each	EA	4	850.00	3400.00	
104	Pedestrian Signal	Pedestrian Signal Housing (Ped Can) each	EA	4	700.00	2800.00	
105	Pedestrian Signal	Aluminum Pedestal ONLY (Pedestrian Signal, Flashing Beacon) each	EA	4	2500.00	10000.00	
106	Pedestrian Signal	Concrete Pedestal Type II (power service) each	EA	1			
107	Pedestrian Signal	Slip-Fitter 4 1/2"	EA	1			
108	Pedestrian Signal	2 Way Signal Bracket	EA	8	400.00	3200.00	
109	Grndg Electrode	10 Foot X 5/8" Ground Rod each	EA	2	300.00	600.00	
110	Loop Assembly & Detector	Loop Assembly/ Type A/ 6'X20' each	EA	4	2000.00	8000.00	
111	Loop Assembly & Detector	Loop Assembly/ Type A/ 6'X50' each	EA	4	2500.00	10000.00	

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
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112	Loop Assembly & Detector	Loop Assembly/ Type B/ 6'X6' each	EA	4	1800.00	7200.00
113	Loop Assembly & Detector	Loop Assembly/ Type F/ 6'X20' each	EA	8	3000.00	24000.00
114	Loop Assembly & Detector	Loop Assembly/ Type F/ 6'X50' each	EA	8	3200.00	25600.00
115	Loop Assembly & Detector	Loop Detector/ 1 Channel/ Relay Output/ Shelf Mount each	EA	4	325.00	1300.00
116	Loop Assembly & Detector	Loop Detector/ 1 Channel/ Relay Output/ Shelf Mount/ Time Delay each	EA	4	350.00	1500.00
117	Loop Assembly & Detector	Loop Detector/ 2 Channel/ Solid State/ Rack Mount each	EA	4	350.00	1500.00
118	Loop Assembly & Detector	Loop Detector/ 2 Channel/ Solid State/ Rack Mount/ Time Delay each	EA	4	400.00	1600.00
119	Loop Assembly & Detector	Surge Arrestor (Inductance Loop Amplifier) each	EA	4	400.00	3200.00
120	Loop Assembly & Detector	Home Run Cable (Replacement) LF	LF	50	4.00	200.00
124	Video Detection	MioVision Systems, 360 Camera	PI	1		
125	Video Detection	MioVision Systems Detection Smart Sense System	PI	1		
126	Video Detection	MioVision Systems Smart Link	PI	1		
127	Video Detection	AXIS Q6075-E Camera	PI	1		
128	Ped Detection	Pedestrian Detector (Station with Post) As Specified	PI	1		
129	Ped Detection	Detector Sign (Pedestrian) each	EA	4	250.00	1000.00
130	Ped Detection	Push Button (Pedestrian Detector) each	EA	4	400.00	1600.00
131	Ped Detection	Push Button (Pedestrian Detector Accessable Audible)	EA	4	2400.00	9600.00
132	Ped Detection	PB-5100 8' Aluminum Pole	EA	4	2200.00	8800.00
133	Flashing Beacon	School Beacon Assembly 120v RTC AP22 Complete Operational System As Specified	EA	2	15000.00	30000.00
134	Flashing Beacon	Flashing Beacon Controller Assembly As Specified	EA	2	4500.00	9000.00

$1,400.00
RD 08/10/23
$1,400.00
RD 08/10/23

$1,600.00
RD 08/10/23

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135	Flashing Beacon	PB-5100 15' Aluminum Pole each	EA	2	1800.00	3600.00
136	Flashing Beacon	PB-5100 18' Aluminum Pole each	EA	2	2200.00	4400.00
137	Flashing Beacon	PB- 5306 Anchor Bolts each	EA	4	100.00	400.00
138	Flashing Beacon	PB-5335 Square Aluminum Base with Aluminum Door each	EA	2	600.00	1200.00
139	Flashing Beacon	PB-5325 Collar Assembly for Square Base each	EA	2	180.00	360.00
140	Flashing Beacon	SE-1100 4.5" OD Post Mounting Kit each	EA	2	500.00	1000.00
141	Flashing Beacon	SE-1002 Flasher Cabinet Assembly with Police Type One Lock each	EA	2	4200.00	8400.00
142	Flashing Beacon	SE-0513 Tri-Stud Adapter each	EA	2	200.00	400.00
143	Flashing Beacon	SH-0206 U-Bolt Sign Assembly Kit each	EA	2	250.00	500.00
144	Flashing Beacon	Carmanah R247 Series 24 Hour Flashing Warning Beacons As Specified	EA	2	10500.00	21000.00
145	Flashing Beacon	Camanah R820 Series Crosswalk Beacon As Specified	EA	2	13500.00	27000.00
146	Flashing Beacon	Carmanah R829 Series/School Zone Ben/w/Calendar-Based Software As Specified	EA	2	15500.00	31000.00
147	Flashing Beacon	RTC, AP22/365 Day Programmable each	EA	2	1100.00	2200.00
148	Flashing Beacon	55 Watt, Solar Power Panel Kit Complete for Speed Check Displays each	EA	2	4500.00	9000.00
149	Flashing Beacon	Solar Panel Racking each	EA	2	600.00	1200.00
150	Flashing Beacon	Solar Pole-Mounted Battery Box each	EA	2	1100.00	2200.00
151	Flashing Beacon	12v Solar Speed Check 18" Series, Data Collection, Scheduler and Slow Down Display (Sign Only)	EA	2	4000.00	8000.00
152	Flashing Beacon	School Flashing Beacon Assembly-Model 1820, 12v Solar Speed Check 18" Series, Data Collection, Scheduler and Slow Down Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System As Specified	EA	2	16000.00	32000.00
153	Emergency Generator	Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT Dist 3 Spec As Specified	EA	1		
154	Traffic Signal Controlers	ATC eX2 NEMA Controller McCain	EA	1		

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155	Traffic Signal Controlers	ATC eX2 NEMA Controller McCain - Refurbished	EA	1		
156	Traffic Signal Controlers	Traffic Signal Controlers - Remove	EA	1		
157	Traffic Signal Controlers	Traffic Signal Controlers - Relocate	EA	1		
158	Traffic Signal Controlers	Traffic Signal Controler Install Existing Equipment	EA	1		
163	McCain Controller Cabinet	10/8 Phase/TS2 (Per FDOT District 3 Specifications for ATC Controllers)	EA	1		
165	Misc. Signal Equipment	Remove Conflict Monitor	EA	1		
166	Misc. Signal Equipment	Relocate Conflict Monitor	EA	1		
167	Misc. Signal Equipment	EDI Conflict Monitor MMU 16	EA	1		
168	Misc. Signal Equipment	EDI Conflict Monitor MMU 12	EA	1		
172	Misc. Signal Equipment	Loadswitch / Flasher Each	EA	1		
173	Misc. Signal Equipment	Flash Transfer Relay each	EA	1		
174	Misc. Signal Equipment	Surge Arrestor (Closed Loop Communication Line) each	EA	1		
175	Misc. Signal Equipment	Solar System 12V Sealed Battery 55-AMP	EA	1		
176	Misc. Signal Equipment	Power Supply/ Peek NEMA PS 100 each	EA	1		
177	Misc. Signal Equipment	Cabinet Fan each	EA	1		
178	Misc. Signal Equipment	Police Manual Control Button each	EA	1		
179	Misc. Signal Equipment	Pedestrian Isolator Board (TCS Cabinet)	EA	1		
180	Misc. Signal Equipment	Pedestrian Isolator Board (Peek NEMA Cabinet) each	EA	1		

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181	Misc. Signal Equipment	1/4" Nail-In Anchor each	EA	1		
182	Misc. Signal Equipment	Blacktop Patch each	EA	1		
183	Misc. Signal Equipment	#12 Fork Terminals each	EA	1		
184	Misc. Signal Equipment	Tie Wraps each	EA	1		
185	Misc. Signal Equipment	#6 THHN Wire LF	LF	1		
186	Misc. Signal Equipment	SEOW or "SO" 10-3, AWG Copper Cable LF	LF	1		
187	Misc. Signal Equipment	Hand Hole Cover (Mast Arm) each	EA	1		
188	Misc. Signal Equipment	Foundation (Controller Cabinet) each	EA	1		
189	Misc. Signal Equipment	Concrete Pad each	EA	1		
190	Misc. Signal Equipment	24"X36" Concrete Base w/Ground Rod each	EA	1		
191	Misc. Signal Equipment	24"X48" Concrete Base w/Ground Rod each	EA	1		
192	Misc. Signal Equipment	Anchor Bolts each	EA	1		
193	Electrical Service	Electrical Power Service, as specified	PI	1		
194	Electrical Service	Electrical Service Wire per LF	LF	50	5.00	250.00
195	Electrical Service	Electrical Service Disconnect each	EA	1		
196	Electrical Service	EDI, PS-200 Shelf, Power Supply	EA	1		
197	Electrical Service	EDI TS-2, Type 1 Bus Interface Unit Card	EA	1		
198	Concrete	Miscellaneous Concrete	SY	5	1500.00	7500.00
199	Concrete Strain Pole N-IV	36' - 42' each	EA	1		

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200	Concrete Strain Pole N-IV	42' - 50' each	EA	1		
201	Concrete Strain Pole N-V	36' - 42' each	EA	1		
202	Concrete Strain Pole N-V	42' - 50' each	EA	1		
203	Concrete Strain Pole N-VI	36' - 42' each	EA	1		
204	Concrete Strain Pole N-VI	42' - 50' each	EA	1		
205	Concrete Strain Pole N-VII	36' - 42' each	EA	1		
206	Concrete Strain Pole N-VII	42' - 50' each	EA	1		
207	Concrete Strain Pole N-VIII	36' - 42' each	EA	1		
208	Concrete Strain Pole N-VIII	42' - 50' each	EA	1		
209	Wood Pole	Class 5 Wood Strain Pole 50'	EA	1		
210	Wood Pole	Class 5 Wood Strain Pole 60'	EA	1		
211	Wood Pole	Class 5 Wood Strain Pole 35' each	EA	1		
212	Wood Pole	Wood Strain Pole 6" top/ .60 CCA SYP Pole (treated) each	EA	1		
		FDOT Master Unit Cost Items				
213	0101 1	Mobilization (for contruction only)	LS	1		
214	0102 1	Maintenance of Traffic	DA	1		
215	0102 14	Traffic Control Officer	HR	1		
216	0102 60	Work Zone Sign	ED	1		
217	0102 76	Arrow Board / Advance Warning Arrow Panel	ED	1		
218	0102 99	Portable Changeable Message Sign, Temporary	ED	1		

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219	102108	Wood Pole, Max 50', Furnish and Install Temporary Pole	EA	1		
220	110410	Removal of Existing Concrete	SY	2	400.00	800.00
221	0110 86 5	Delivery of Salvageable Material to County	LS	1		
222	0460 94	Structural Steel Repair-Welds	LF	2	1000.00	2000.00
223	460112	Anchor Bolt Replacement	EA	1		
224	5221	Concrete Sidewalk and Driveways, 4" Thick	SY	5	650.00	3250.00
225	0522 2	Concrete Sidewalk and Driveways, 6" Thick	SY	5	800.00	4000.00
226	0570 1 2	Performance Turf, Sod	SY	5	50.00	250.00
227	0630 2 11	Conduit, Furnish & Install, Open Trench	LF	1		
228	0630 2 12	Conduit, Furnish & Install, Directional Bore	LF	1		
229	0630 2 14	Conduit, Furnish & Install, Aboveground	LF	1		
230	0630 2 15	Conduit, Furnish & Install, Bridge Mount	LF	50	75.00	3750.00
231	0630 2 29	Conduit, Relocate Conduit with Fiber/Wire Remaining Operational	LF	1		
232	0630 3 1	Replace Route Marker for Existing Conduit (For Future Fiber on HWY 98)	EA	1		
233	0632 7 1	Signal Cable, New or Reconstructed Intersection, Furnish & Install	PI	1		
234	0632 7 2	Signal Cable, Repair/Replace/Other, Furnish and Install	LF	1		
235	0632 7 4	Signal Cable, Adjust	PI	1		
236	0632 7 6	Signal Cable, Remove - Intersection	PI	1		
237	0632 7 7	Signal Cable, Remove - Outside of Intersection	LF	50	10.00	500.00
238	0633 1111	Fiber Optic Cable, F&I, Overhead, 2-12 Fibers	LF	50	10.00	500.00
239	0633 1112	Fiber Optic Cable, F&I, Overhead, 13-48 Fibers	LF	50	15.00	750.00
240	0633 1113	Fiber Optic Cable, F&I, Overhead, 49-96 Fibers	LF	50	18.00	900.00

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
241	0633 1114	Fiber Optic Cable, F&I, Overhead, 97-144 Fibers	LF	50	20.00	1000.00
242	0633 1121	Fiber Optic Cable, F&I, Underground, 2-12 Fibers	LF	50	8.00	400.00
243	0633 1122	Fiber Optic Cable, F&I, Underground, 13-48 Fibers	LF	50	12.00	600.00
244	0633 1123	Fiber Optic Cable, F&I, Underground, 49-96 Fibers	LF	50	15.00	750.00
245	0633 1124	Fiber Optic Cable, F&I, Underground, 97- 144 Fibers	LF	50	18.00	900.00
246	0633 1310	Fiber Optic Cable, Install, Overhead	LF	50	10.00	500.00
247	0633 1320	Fiber Optic Cable, Install, Underground	LF	50	10.00	500.00
248	0633 1410	Fiber Optic Cable, Relocate, Overhead	LF	50	20.00	1000.00
249	0633 1420	Fiber Optic Cable, Relocate, Underground	LF	50	20.00	1000.00
250	0633 1610	Fiber Optic Cable, Remove, Overhead	LF	50	1.00	50.00
251	0633 1620	Fiber Optic Cable, Remove, Underground	LF	50	1.00	50.00
252	0633 2 31	Fiber Optic Connection, Install, Splice	EA	1		
253	0633 2 32	Fiber Optic Connection, Install, Termination	EA	1		
254	0633 3 11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	1		
255	0633 3 12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	1		
256	0633 313	Fiber Optic Connection Hardware, F&I, Pre- Terminated Connector Assembly	EA	1		
257	0633 3 14	Fiber Optic Connection Hardware, F&I, Buffer Tube Fan Out Kit	EA	1		
258	0633 315	Fiber Optic Connection Hardware; F&I,. Pre- Terminated Patch Panel	EA	1		
259	0633 3 16	Fiber Optic Connection Hardware, F&I, Patch Panel - Field Terminated	EA	1		
260	0633 3 17	Fiber Optic Connection Hardware, F&I, Connector Panel	EA	1		
261	0633 3 31	Fiber Optic Connection Hardware, Install, Splice Enclosure	EA	1		
262	0633 3 32	Fiber Optic Connection Hardware, Install, Splice Tray	EA	1		

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
263	0633 3 33	Fiber Optic Connection Hardware, Install, Pre-Terminated Connector Assembly	EA	1		
264	0633 3 34	.Fiber Optic Connection Hardware, Install, Buffer Tube Fan Out Kit	EA	1		
265	0633 3 35	Fiber Optic Connection Hardware, Install, Pre-Terminated Patch Panel	EA	1		
266	0633 3 36	Fiber Optic Connection Hardware, Install, Patch Panel - Field Terminated	EA	1		
267	0633 3 37	Fiber Optic Connection Hardware, Install, Connector Panel	EA	1		
268	0633 3 41	Fiber Optic Connection Hardware, Relocate, Splice Enclosure	EA	1		
269	0633 3 42	Fiber Optic Connection Hardware, Relocate, Splice Tray	EA	1		
270	0633 3 43	Fiber Optic Connection Hardware, Relocate, Pre-Terminated Connector Assembly	EA	1		
271	0633 3 44	Fiber Optic Connection Hardware, Relocate, Buffer Tube Fan Out Kit	EA	1		
272	0633 3 45	Fiber Optic Connection Hardware, Relocate, Pre-Terminated Patch Panel	EA	1		
273	0633 3 46	Fiber Optic Connection Hardware, Relocate, Patch Panel - Field Terminated	EA	1		
274	0633 3 47	Fiber Optic Connection Hardware, Relocate, Connector Panel	EA	1		
275	0633 3 51	Fiber Optic Connection Hardware, Adjust/Modify, Splice Enclosure	EA	1		
276	0633 3 52	Fiber Optic Connection Hardware, Adjust/Modify, Splice Tray	EA	1		
277	0633 3 53	Fiber Optic Connection Hardware, Adjust/Modify, Pre-Terminated Connector Assembly	EA	1		
278	0633 3 54	Fiber Optic Connection Hardware, Adjust/Modify, Buffer Tube Fan Out Kit	EA	1		
279	0633 3 55	Fiber Optic Connection Hardware, Adjust/Modify, Pre-Terminated Patch Panel	EA	1		
280	0633 3 56	Fiber Optic Connection Hardware, Adjust/Modify, Patch Panel - Field Terminated	EA	1		
281	0633 3 57	Fiber Optic Connection Hardware, . Adjust/Modify, Connector Panel	EA	1		
282	0633 41	Signals Communication Cable - Twisted Pair Cable, Furnish & Install	EA	1		

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283	0633 4 3	Signals Communication Cable - Twisted Pair Cable, Install	EA	1		
284	0633 4 4	Signals Communication Cable - Twisted Pair Cable, Relocate	EA	1		
285	0633 4 6	Signals Communication Cable - Twisted Pair Cable, Remove	EA	1		
286	0633 8 1	Multi-Conductor Communication Cable, Furnish & Install	EA	1		
287	0633 8 3	Multi-Conductor Communication Cable, Install	EA	1		
288	0633 8 4	Multi-Conductor Communication Cable, Relocate	EA	1		
289	0633 8 5	Multi-Conductor Communication Cable, Adjust/Modify	EA	1		
290	0633 8 6	Multi-Conductor Communication Cable, Remove	EA	1		
291	0634 4142	Span Wire Assembly, F&I, Single Point, Diagonal	PI	1		
292	0634 4143	Span Wire Assembly, F&I, Single Point, Box or Drop Box	PI	1		
293	0634 4152	Span Wire Assembly, F&I, Two Point, Diagonal	PI	1		
294	0634 4153	Span Wire Assembly, F&I, Two Point, Box or Drop Box	PI	1		
295	0634 4154	Span Wire Assembly, F&I, Two Point, Other Type	PI	1		
296	0634 4342	Span Wire Assembly, Install, Single Point Attach, Diagonal	PI	1		
297	0634 4343	Span Wire Assembly, Install, Single Point Attach, Box Spans	PI	1		
298	0634 4352	Span Wire Assembly, Install, Two Point Attach, Diagonal	PI	1		
299	0634 4353	Span Wire Assembly, Install, Two Point Attach, Box Spans	PI	1		
300	0634 4400	Span Wire Assembly, Adjust	PI	1		
301	0634 4600	Span Wire Assembly, Remove - Poles Remain	PI	1		
302	0634 4700	Span Wire Assembly, Re-Tension Cable	PI	1		
303	0634 5 1	Fiberglass Insulator, Furnish & Install	LF	50	100.00	5000.00
304	0634 6 1	Messenger Wire, Furnish & Install, Replace Existing	LF	50	50.00	2500.00

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305	0635 2 11	Pull & Splice Box, F&I, 13" X 24" Cover Size	EA	1		
306	0635 2 12	Pull & Splice Box, F&I, 24" X 36" Cover Size	EA	1		
307	0635 2 13	Pull & Splice Box, F&I, 30" X 60" Rectangular Or 36" Round Cover Size	EA	1		
308	0635 2 30	Pull & Splice Box, Install	EA	1		
309	0635 2 50	Pull & Splice Box, Repair	EA	1		
310	0635 3 11	Junction Box, Furnish & Install, Aerial	EA	1		
311	0635 3 12	Junction Box, Furnish & Install, Mounted	EA	1		
312	0635 3 13	Junction Box, Furnish & Install, Embedded	EA	1		
313	0635 3 40	Junction Box, Relocate	EA	1		
314	0639 1111	Electrical Power Service, F&I, Overhead, Meter Furnished by Power Company	AS	1		
315	0639 1112	Electrical Power Service, F&I, Overhead Meter Purchased by Contractor From Power Company	AS	1		
316	0639 1113	Electrical Power Service, F&I, Overhead Meter Not Required	AS	1		
317	6391121	Electrical Power Service, F&I, Underground, Meter Furnished by Power Company	AS	1		
318	0639 1122	Electrical Power Service, F&I, Underground, Meter Purchased by Contractor	AS	1		
319	0639 1123	Electrical Power Service, F&I, Underground, Meter Not Required	AS	1		
320	0639 1410	Electrical Power Service, Rel Overhead	AS	1		
321	0639 1420	Electrical Power Service, Relocate, Underground	AS	1		
322	0639 1610	Electrical Power Service, Remove Overhead	AS	1		
323	0639 1620	Electrical Power Service, Remove Underground	AS	1		
324	0639 2 1	Electrical Service Wire, Furnish & Install	LF	50	5.00	250.00
325	0639 2 4	Electrical Service Wire, Relocate	LF	50	5.00	250.00

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326	0639 2 6	Electrical Service Wire, Remove	LF	50	1.00	50.00
327	0639 3 11	Electrical Service Disconnect, F&I, Pole Mount	EA	1		
328	0639 3 12	Electrical Service Disconnect, F&I, Cabinet	EA	1		
329	0639 3 60	Electrical Service Disconnect, Remove - Pole or Cabinet to Remain	EA	1		
330	0639 4 3	Emergency Generator - Portable Install - Retrofit; FOOT Furnished	EA	1		
331	0639 4 4	Emergency Generator- Portable, Install - Not Retrofit, FDOT Furnished	EA	1		
332	0639 4 5	Emergency Generator- Portable, Monitor & Refuel	HR	8	250.00	2000.00
333	0639 4 6	Emergency Generator - Portable, Install Housing Only	EA	1		
334	0639 4 7	Emergency Generator - Harness for Cabinet Retrofit	EA	1		
335	0639 6 1	Electrical Power Service - Transformer Furnish & Install	EA	1		
336	0639 6 2	Electrical Power Service - Transformer, Replace Existing	EA	1		
337	0639 10	Electrical Power Service - Diagnostic and Miscellaneous Repair	EA	1		
338	0639 11	Generator Services - Temporary Furnish, Install, Monitor, & Remove	ED	1		
339	0641 1 1	Guying Existing Concrete Strain Pole	EA	1		
340	0641 2 11	Prestressed Concrete Pole, F&I, Type P-11 Pedestal	EA	1		
341	641212	Prestressed Concrete Pole, F&I, Type P-11 Service Pole	EA	1		
342	0641 2 13	Prestressed Concrete Pole, F&I, Type P-111	EA	1		
343	0641 2 14	Prestressed Concrete Pole, F&I, Type P-IV	EA	1		
344	0641 2 15	Prestressed Concrete Pole, F&I, Type P-V	EA	1		
345	0641 2 16	Prestressed Concrete Pole, F&I, Type P-VI	EA	1		
346	0641 2 17	Prestressed Concrete Pole, F&I, Type P-VII	EA	1		
347	641218	Prestressed Concrete Pole, F&I, Type P- VIII	EA	1		

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348	0641 2 30	Prestressed Concrete Pole, Install	EA	1		
349	641260	Prestressed Concrete Pole, Complete Pole Removal - Pedestal / Service Pole	EA	1		
350	0641 2 70	Prestressed Concrete Pole, Shallow Pole Removal - Pole 30' And Greater	EA	1		
351	0641 2 80	Prestressed Concrete Pole, Complete Pole Removal - Pole 30' And Greater	EA	1		
352	0641 3700	Concrete CCTV Pole, Shallow Pole Removal	EA	1		
353	0641 3800	Concrete CCTV Pole, Complete Pole Removal	EA	1		
354	0643 600	Strain Pole, Wood, Remove	EA	1		
355	0646 1 11	Aluminum Signals Pole, Pedestal	EA	1		
356	0646 1 12	Aluminum Signals Pole, Furnish & Install Pedestrian Detector Post	EA	1		
357	0646 1 30	Aluminum Signals Pole, Install	EA	1		
358	0646 1 40	Aluminum Signals Pole, Relocate	EA	1		
359	0646 1 60	Aluminum Signals Pole, Remove	EA	1		
360	0649 21 1	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 30'	EA	1		
361	0649 21 2	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 30'-30'	EA	1		
362	0649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	1		
363	0649 21 4	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 40'-30'	EA	1		
364	0649 21 5	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 40'-40'	EA	1		
365	0649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	1		
366	0649 21 7	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 50'-30'	EA	1		
367	0649 21 8	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 50'-40'	EA	1		

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368	0649 21 9	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 50'-50'	EA	1		
369	0649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	1		
370	0649 21 11	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 60'-30'	EA	1		
371	0649 21 12	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 60'-40'	EA	1		
372	0649 21 13	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 60'-50'	EA	1		
373	0649 21 14	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 60'-60'	EA	1		
374	0649 21 15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	EA	1		
375	0649 21 16	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-30'	EA	1		
376	0649 21 17	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-40'	EA	1		
377	0649 21 18	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-50'	EA	1		
378	0649 21 19	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-60'	EA	1		
379	0649 21 20	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-70'	EA	1		
380	0649 21 21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	EA	1		
381	0649 21 22	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-30'	EA	1		
382	0649 21 23	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-40'	EA	1		
383	0649 21 24	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-50'	EA	1		
384	0649 21 25	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-60'	EA	1		
385	0649 21 26	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-70'	EA	1		

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386	0649 21 27	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-78'	EA	1		
387	0649 21107	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 88', PROJECT 432401-1-52-01	EA	1		
388	0649 21122	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE 69', PROJECT 229664-6-52-01	EA	1		
389	0649 21123	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE 78', PROJECT 229664-6-52-01	EA	1		
390	0649 21124	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE 74', PROJECT 438059-1-52-01	EA	1		
391	0649 21125	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE 70'-66' SPECIAL, PROJECT 438059-1-52-01	EA	1		
392	0649 21126	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE 50'-40' SPECIAL, PROJECT 438059-1-52-03	EA	1		
393	0649 21127	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE 78', PROJECT 439733-1-52-01	EA	1		
394	0649 21130	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE 82'-78', PROJECT 441387-1-52-01	EA	1		
395	0649 22 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL ON EXISTING FOUNDATION, SINGLE ARM 40'	EA	1		
396	0649 22 17	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL ON EXISTING FOUNDATION, DOUBLE ARM 70'-40'	EA	1		
397	0649 22 18	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL ON EXISTING FOUNDATION, DOUBLE ARM 70'-50'	EA	1		
398	0649 23 1	STEEL MAST ARM ASSEMBLY, INSTALL/RELOCATE TO EXISTING FOUNDATION	EA	1		
399	0649 23 2	STEEL MAST ARM ASSEMBLY, INSTALL/RELOCATE TO NEW/CONTRACTOR PROVIDED FOUNDATION	EA	1		
400	0649 25 6	STEEL MAST ARM ASSEMBLY, REPLACE ARM ON EXISTING POLE, 50'	EA	1		
401	0649 25 10	STEEL MAST ARM ASSEMBLY, REPLACE ARM ON EXISTING POLE, 60'	EA	1		
402	0649 26 1	STEEL MAST ARM ASSEMBLY, REMOVE, POLE ONLY- ENTIRE FOUNDATION REMAINS	EA	1		
403	0649 26 3	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW FOUNDATION-BOLT ON ATTACHMENT	EA	1		

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404	0649 26 5	STEEL MAST ARM ASSEMBLY, REMOVE, DEEP FOUNDATION-BOLT ON ATTACHMENT	EA	1		
405	0649 26 7	STEEL MAST ARM ASSEMBLY, REMOVE, REMOVE ARM AND ATTACHMENTS; POLE REMAINS	EA	1		
406	0649 40 1	STEEL MAST ARM ASSEMBLY- REPLACE SCREEN ON EXISTING POLE	EA	1		
407	0649 40 2	STEEL MAST ARM ASSEMBLY- REPLACE HAND HOLE COVER ON EXISTING POLE	EA	1		
408	0649 40 3	STEEL MAST ARM ASSEMBLY- REPLACE POLE CAP ON EXISTING POLE	EA	1		
409	0649 40 4	STEEL MAST ARM ASSEMBLY- REPLACE STRUCTURAL GROUT PAD ON EXISTING POLE	EA	1		
410	0649 40 5	STEEL MAST ARM ASSEMBLY- REPAIR/REPLACE BROKEN WELD ON EXISTING POLE	EA	1		
411	0649 40 6	STEEL MAST ARM ASSEMBLY- REPAIR/REPLACE ARM BASE PLATE BOLTS ON EXISTING POLE	EA	1		
412	0649 40 7	STEEL MAST ARM ASSEMBLY- TIGHTEN ARM BASE PLATE BOLTS ON EXISTING POLE	EA	1		
413	0650 1 11	Vehicular Traffic Signal, Furnish & Install Aluminum, 1 Section, 1 Way	AS	1		
414	0650 1 12	Vehicular Traffic Signal, Furnish & Install Aluminum, 1 Section, 2A Way	AS	1		
415	0650 1 13	Vehicular Traffic Signal, Furnish & Install Aluminum, 2 Section, 1-2 Ways	AS	1		
416	0650 1 14	Vehicular Traffic Signal, Furnish & Install Aluminum, 3 Section, 1 Way	AS	1		
417	0650 1 15	Vehicular Traffic Signal, Furnish & Install Aluminum, 3 Section, 2-4 Ways	AS	1		
418	0650 1 16	Vehicular Traffic Signal, Furnish & Install Aluminum, 4 Section, 1 Way	AS	1		
419	0650 1 17	Vehicular Traffic Signal, Furnish & Install Aluminum, 4 Section, 2-4 Ways	AS	1		
420	0650 1 18	Vehicular Traffic Signal, Furnish & Install Aluminum, 5 Section Straight, 1 Way	AS	1		
421	0650 1 19	Vehicular Traffic Signal, Furnish & Install Aluminum, 5 Section Cluster, 1 Way	AS	1		
422	0650 1 24	Vehicular Traffic Signal, Furnish & Install Polycarbonate with Alum Top, 3 Section, 1 Way	AS	1		

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
423	0650 1 25	Vehicular Traffic Signal, Furnish & Install Polycarbonate with Aluminum Top Section, 3 Section, 2-4 Ways	AS	1		
424	0650 1 26	Vehicular Traffic Signal, Furnish & Install Polycarbonate with Alum Top, 4 Section, 1 Way	AS	1		
425	0650 1 28	Vertical Traffic Signal, Furnish & Install Five Section Cluster, Polycarbonate with Aluminum Head	AS	1		
426	0650 1 29	Vehicular Traffic Signal, Furnish & Install Polycarbonate with Alumin, 5 Section Cluster, 1 Way	AS	1		
427	0650 1 34	Vehicular Traffic Signal, Furnish & Install Polycarbonate, 3 Section, 1 Way	AS	1		
428	0650 1 35	Vehicular Traffic Signal, Furnish & Install Polycarbonate, 3 Section, 2-4 Ways	AS	1		
429	0650 1 36	Vehicular Traffic Signal, Furnish & Install Polycarbonate, 4 Section, 1 Way	AS	1		
430	0650 1 38	Vehicular Traffic Signal, Furnish & Install Polycarbonate, 5 Section Straight, 1 Way	AS	1		
431	0650 1 39	Vehicular Traffic Signal, Furnish & Install Polycarbonate, 5 Section Cluster, 1 Way	AS	1		
432	0650 1 44	Vehicular Traffic Signal, Furnish & Install Programmable, 3 Section, 1 Way	AS	1		
433	0650 1 45	Vehicular Traffic Signal, Furnish & Install Programmable, 3 Section, 2 4 Ways	AS	1		
434	0650 1 46	Vehicular Traffic Signal, Furnish & Install Programmable, 4 Section, 1 Way	AS	1		
435	0650 1 48	Vehicular Traffic Signal, Furnish & Install Programmable, 5 Section, Straight, 1 Way	AS	1		
436	0650 1 50	Vehicular Traffic Signal, Install	AS	1		
437	0650 1 60	Vehicular Traffic Signal, Remove, Poles to Remain	AS	1		
438	0650 1 70	Vehicular Traffic Signal, Relocate, Includes Removal and Reinstallation	AS	1		
439	0650 1 80	Vehicular Traffic Signal, Adjust/Modify Existing Signal	AS	1		
440	0650 2102	Vehicular Signal Auxiliaries, Repair/Replace/Retrofit Furnish & Install, Backplate, Black with Reflect Border	EA	1		
441	0650 2105	Vehicular Signal Auxiliaries, Repair/Replace/Retrofit, Furnish & Install, Tunnel Visor	EA	1		

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
442	0650 2106	Vehicular Signal Auxiliaries, Repair/Replace/Retrofit, 12" LED Standard Module	EA	1		
443	0650 2108	Vehicular Signal Auxiliaries, Repair/Replace/Retrofit, Furnish & Install, Add Section to Existing Signal Assembly	EA	1		
444	0650 2109	Vehicular Signal Auxiliaries, Repair/Replace/Retrofit, Furnish & Install, Backplate, Flexible Required	EA	1		
445	0653 1 11	Pedestrian Signal, Furnish & Install LED Countdown, 1 Way	AS	1		
446	0653 1 12	Pedestrian Signal, Furnish & Install LED Countdown, 2 Ways	AS	1		
447	0653 1 40	Pedestrian Signal, Relocate	AS	1		
448	0653 1 60	Pedestrian Signal, Remove Ped Signal, Pole/Pedestal to Remain	AS	1		
449	0654 2 11	Rectangular Rapid Flashing Beacon, Furnish & Install, Ac Powered, Complete Sign Assembly. Single Direction	AS	1		
450	0654 2 12	Rectangular Rapid Flashing Beacon, Furnish & Install, Ac Powered, Complete Sign Assembly. Back to Back	AS	1		
451	0654 2 15	Rectangular Rapid Flashing Beacon, Furnish & Install, Ac Powered, Complete Sign Assembly. Single Direction Mast Arm Mount Rrfb Sign	AS	1		
452	0654 2 16	Rectangular Rapid Flashing B I::rcon, Furnish & Install, Ac Powered, Pole Mount Rrfb Sign Assembly	AS	1		
453	0654 2 21	Rectangular Rapid Flashing Beacon, Furnish & Install, Solar Powered, Complete Sign Assembly. Single Direction	AS	1		
454	0654 2 22	Rectangular Rapid Flashing Beacon, Furnish & Install, Solar Powered, Complete Sign Assembly. Back to Back	AS	1		
455	06542 30	Rectangular Rapid Flashing Beacon, Install, Complete Sign Assembly	AS	1		
456	0654 2 40	Rectangular Rapid Flashing Beacon, Relocate, Complete Sign Assembly	AS	1		
457	655 2 41	Rectangular Rapid Flashing Beacon, Adjust/Modify	AS	1		
458	6554 2 60	Rectangular Rapid Flashing Beacon, Remove Complete Sign Assembly	AS	1		
459	6591101	Mounting Assembly Repair/Replace/Retro, Furnish & Install, Mast Arm Mounting Assembly	EA	1		
460	0659 1102	Mounting Assembly, Repair/Replace/Retro, Furnish &Install, Span Wire Mounting Assembly	EA	1		

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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
461	0659 1104	Mounting Assembly, Repair/Replace/Retro, Furnish & Install, Disconnect Hanger	EA	1		
462	0659 1302	Mounting Assembly, Repair/Replace/Retro, Install/Furnished by FOOT, Span Wire Mounting Assembly	EA	1		
463	0660 1101	Loop Detector Inductive, F&I, Type 1	EA	1		
464	0660 1102	Loop Detector Inductive, F&I, Type 2	EA	1		
465	0660 1103	Loop Detector Inductive, F&I, Type 3	EA	1		
466	0660 1300	Loop Detector Inductive, Install	EA	1		
467	0660 1400	Loop Detector Inductive, Relocate	EA	1		
468	0660 1600	Loop Detector Inductive, Remove, Cabinet to Remain	EA	1		
469	0660 2101	Loop Assembly, F&I, Type A	EA	1		
470	0660 2102	Loop Assembly, F&I, Type B	AS	1		
471	0660 2106	Loop Assembly, F&I, Type F	AS	1		
472	0660 3 11	Vehicle Detection System, Microwave, Furnish & Install Cabinet Equipment	EA	1		
473	0660 3 12	Vehicle Detection System, Microwave, Furnish & Install, Above Ground Equipment	EA	1		
474	0660 3 31	Vehicle Detection System, Microwave, Install, County-Furnished Cabinet Equipment	EA	1		
475	0660 3 32	Vehicle Detection System, Microwave, Install, County-Furnished, Above Ground Equipment	EA	1		
476	0660 3 41	Vehicle Detection System, Microwave, Relocate Cabinet Equipment	EA	1		
477	0660 3 42	Vehicle Detection System, Microwave, Relocate, Above Ground Equipment	EA	1		
478	0660 3 51	Vehicle Detection System, Microwave, Adjust & Modify, Cabinet Equipment	EA	1		
479	0660 3 52	Vehicle Detection System, Microwave, Adjust & Modify, Above Ground Equipment	EA	1		
480	0660 3 60	Vehicle Detection System, Microwave, Remove, Complete System	EA	1		

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481	0660 4 11	Vehicle Detection System, Video, Furnish & Install Cabinet Equipment	EA	1		
482	0660 4 12	Vehicle Detection System, Video, Furnish & Install Above Ground Equipment	EA	1		
483	0660 4 41	Vehicle Detection System, Video, Relocate Cabinet Equipment	EA	1		
484	0660 4 42	Vehicle Detection System, Video, Relocate Above Ground Equipment	EA	1		
485	0660 4 51	Vehicle Detection System, Video, Adjust/Modify Cabinet Equipment	EA	1		
486	0660 4 52	Vehicle Detection System, Video, Adjust/Modify Above Ground Equipment	EA	1		
487	0660 4 60	Vehicle Detection System, Video, Remove	EA	1		
488	0660 6111	Vehicle Detection System, AVI, Transponder, Furnish & Install, Cabinet Equipment	EA	1		
489	0660 6112	Vehicle Detection System, AVI, Transponder, Furnish & Install, Above Ground Equipment	EA	1		
490	0660 6121	Vehicle Detection System, AVI, Bluetooth, Furnish & Install, Cabinet Equipment	EA	1		
491	0660 6122	Vehicle Detection System, AVI, Bluetooth, Furnish & Install, Above Ground Equipment	EA	1		
492	0660 6311	Vehicle Detection System, AVI, Install, Transponder, Cabinet Equipment	EA	1		
493	0660 6312	Vehicle Detection System, AVI, Install Transponder, Above Ground Equipment	EA	1		
494	0660 6321	Vehicle Detection System, AVI, Bluetooth, Install, FOOT Furnished, Cabinet Equipment	EA	1		
495	0660 6322	Vehicle Detection System, AVI, Bluetooth Install, Above Ground Equipment	EA	1		
496	0660 6411	Vehicle Detection System, AVI, Transponder Relocate, Cabinet Equipment	EA	1		
497	0660 6412	Vehicle Detection System, AVI, Transponder Relocate, Above Ground Equipment	EA	1		
498	0660 6421	Vehicle Detection System, AVI, Bluetooth Relocate, Cabinet Equipment	EA	1		
499	0660 6422	Vehicle Detection System, AV/, Bluetooth Relocate, Above Ground Equipment	EA	1		

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500	0660 6500	Vehicle Detection System, AVI, Adjust/Modify Complete System	EA	1		
501	0660 6511	Vehicle Detection System, AVI, Adjust/Modify, Transponder, Cabinet Equipment	EA	1		
502	0660 6512	Vehicle Detection System, AV/, Adjust/Modify, Transponder, Above Ground Equipment	EA	1		
503	0660 6521	Vehicle Detection System, AVI, Adjust/Modify, Bluetooth, Cabinet Equipment	EA	1		
504	0660 6522	Vehicle Detection System, AVI, Adjust/Modify, Bluetooth, Above Ground Equipment	EA	1		
505	0660 6600	Vehicle Detection System, AVI, Remove Complete System	EA	1		
506	0663 1111	Signal Priority and Preemption System, F&I, Optical, Cabinet Electronics	EA	1		
507	0663 1112	Signal Priority and Preemption System, F&I, Optical, Detector	EA	1		
508	0663 1121	Signal Priority and Preemption System, Furnish and Install, GPS, Replace Cabinet Electronics	EA	1		
509	0663 1122	Signal Priority and Preemption System, Furnish and Install, GPS, Detector	EA	1		
510	0663 1400	Signal Priority & Preemption System, Relocate	EA	1		
511	0663 1500	Signal Priority & Preemption System, Adjust/Modify	EA	1		
512	0663 1600	Signal Priority & Preemption System, Remove	EA	1		
513	06651 11	Pedestrian Detector, Furnish & Install, Standard	EA	1		
514	0665 1 12	Pedestrian Detector, Furnish & Install, Accessible	EA	1		
515	0665 1 30	Pedestrian Detector, Install	EA	1		
516	0665 1 40	Pedestrian Detector, Relocate	EA	1		
517	0665 1 50	Pedestrian Detector, Adjust/Modify on Existing Pole	EA	1		
518	0665 1 60	Pedestrian Detector, Remove, Pole/Pedestal to Remain	EA	1		
519	0670 4 1	Intersection Control Beacon Controller Assembly, Furnish & Install	AS	1		
520	0670 5110	Traffic Controller Assembly, F&I, NEMA	AS	1		

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521	0670 5111	Traffic Controller Assembly, F&I, NEMA, 1 Preemption	AS	1		
522	0670 5112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption	AS	1		
523	0670 5300	Traffic Controller Assembly, Install	AS	1		
524	0670 5400	Traffic Controller Assembly, Modify	AS	1		
525	0670 5500	Traffic Controller Assembly, Relocate Controller with Cabinet	AS	1		
526	0670 5600	Traffic Controller Assembly, Remove Controller with Cabinet	AS	1		
527	0670 5700	Traffic Controller Assembly, Restore- Minor Repairs	AS	1		
528	0671 2 11	Traffic Controller Without Cabinet, F&I In Existing Cabinet, NEMA	EA	1		
529	0671 2 30	Traffic Controller, Install	EA	1		
530	0671 2 40	Traffic Controller, Modify	EA	1		
531	0671 2 50	Traffic Controller, Relocate, Without Cabinet	EA	1		
532	0671 2 60	Traffic Controller, Remove, Cabinet to Remain	EA	1		
533	0676 1300	Traffic Signal Controller Cabinet, Install	EA	1		
534	0676 1500	Traffic Signal Controller Cabinet, Adjust/Modify	EA	1		
535	0676 1600	Traffic Signal Controller Cabinet, Remove	EA	1		
536	0676 2300	ITS Cabinet, Install	EA	1		
537	0676 2400	ITS Cabinet, Relocate	EA	1		
538	0676 2500	ITS Cabinet, Adjust/Modify	EA	1		
539	0676 2600	ITS Cabinet, Remove	EA	1		
540	0678 1104	Controller Accessories, Replace Existing, Furnish & Install, Load Switch	EA	1		
541	0678 1112	Controller Accessories, Replace Existing, Furnish & Install, Master Clock Unit	EA	1		
542	0678 1113	Controller Accessories, Replace Existing, Furnish & Install, GPS Time Sync	EA	1		

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543	0682 1112	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized, IP, Standard Definition	EA	1		
544	0682 1113	ITS CCTV Camera, F&I, Dome PTZ Enclosure - Pressurized, IP, High Definition	EA	1		
545	0682 1132	ITS CCTV Camera, F&I, Dome PTZ - Non- Pressurized, IP, Standard Definition	EA	1		
546	0682 1133	ITS CCTV Camera, F&I, Dome Enclosure - Non-Pressurized, IP, High Definition	EA	1		
547	0682 1143	ITS CCTV Camera, F&I, External Positioner PTZ- Non-Pressurized, IP, High Definition	EA	1		
548	0682 1153	ITS CCTV Camera, F&I, Stationary, IP, High Definition	EA	1		
549	0682 1300	ITS CCTV Camera, Install	EA	1		
550	0682 1400	ITS CCTV Camera, Relocate	EA	1		
551	0682 1500	ITS CCTV Camera, Adjust/Modify	EA	1		
552	0682 1600	ITS CCTV Camera, Remove & Disposal	EA	1		
553	0682 1800	ITS CCTV Camera, Preventative Maintenance	EA	1		
554	0682 1900	ITS CCTV Camera, Diagnostic and Miscellaneous Repair	EA	1		
555	0684 1 1	Managed Field Ethernet Switch, Furnish & Install	EA	1		
556	0684 1 3	Managed Field Ethernet Switch, Install	EA	1		
557	0684 1 4	Managed Field Ethernet Switch, Relocate	EA	1		
558	0684 1 5	Managed Field Ethernet Switch, Adjust/Modify	EA	1		
559	0684 1 6	Managed Field Ethernet Switch, Remove- Cabinet to Remain	EA	1		
560	0684 6 11	Wireless Communication Device, Furnish & Install Ethernet Access Point	EA	1		
561	0684 6 12	Wireless Communication Device, Furnish & Install Ethernet Subscriber Unit	EA	1		
562	0684 6 13'	Wireless Communication Device, Furnish & Install Serial Data Unit	EA	1		
563	0684 6 30	Wireless Communication Device, Install	EA	1		

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name: Ingram Signalization INC

EACH ITEM MUST BE FILLED IN WITH A DOLLAR VALUE.
ITEMS LEFT BLANK, MARKED "NO BID" OR WITH A ZERO WILL DISQUALIFY THE BID.

Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
564	0684 6 40	Wireless Communication Device, Relocate	EA	1		
565	0684 6 60	Wireless Communication Device, Remove	EA	1		
566	0685 1 11	Uninterruptible Power Supply, Furnish & Install, Line Interactive	EA	1		
567	0685 1 12	Uninterruptible Power Supply, Furnish & Install, Online/Double Conversion	EA	1		
568	0685 1 13	Uninterruptible Power Supply, Furnish & Install, Line Interactive with Cabinet	EA	1		
569	0685 1 14	Uninterruptible Power Supply, Furnish & Install, Online/Double Conversion with Cabinet	EA	1		
570	0685 1 60	Uninterruptible Power Supply, Remove, Pole/Cabinet Remains	EA	1		
571	0685 2 1	Remote Power Management Unit, RPMU, Furnish & Install	EA	1		
				TRAFFIC SIGNAL TOTAL		496260.00

$503,560.00
RD 08/10/23

		Street Lighting and Navigation				
		Roadway Lighting - High Pressure Sodium/Metal Halide				
577	Cobrahead Fixture:	Cobrahead LED multi-tap 120v - 480v, 5000K = 250W HPS or Metal Halide	EA	1		
578		Cobrahead LED multi-tap 120v - 480v, 5000K = 400W HPS or Metal Halide	EA	1		
596	Photo Cell Ballast:	Pedestal, 120V	EA	1		
597		Pedestal, 480V	EA	1		
598		Twist Lock, 120V	EA	1		
599		Twist Lock, 480V	EA	1		
		Standard Aluminum Lighting - Index 715-002				
600	Single Arm, Frangible/Breadaway: Sheet 3 of 8:	30' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
601		35' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
602		40' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
603		45' Mounting Height - with Arm Up to 15', Match Existing	AS	1		

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name: Ingram Signalization INC

EACH ITEM MUST BE FILLED IN WITH A DOLLAR VALUE.
ITEMS LEFT BLANK, MARKED "NO BID" OR WITH A ZERO WILL DISQUALIFY THE BID.

Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
604		50' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
605	Dual Arm, Frangible/ Breakaway: Sheet 3 of 8	30' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
606		35' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
607		40' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
608		45' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
609		50' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
		Light Pole Pedestal - Bridge - Inde 521-660				
610	Single Arm Bridge: Sheet 4 of 4:	30' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
611		35' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
612		40' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
613		45' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
614		50' Mounting Height - with Arm Up to 15', Match Existing	AS	1		
		Parts Materials - Index 715-002				
615	Breakaway Transformer Base:	17", Aluminum/ High Frangible	EA	1		
616	Single Arm (Only) Sheet 3 of 8:	8'	EA	1		
617		10'	EA	1		
618		12'	EA	1		
619		15'	EA	1		
620	Dual Arm (Only) Sheet 3 of 8:	8'	EA	1		
621		10'	EA	1		
622		12'	EA	1		
623		15'	EA	1		
		Navigation Light System (Fixed Bridges) Index 510-001				
624	Lights:	Red, 100W LED, Pier/ Fender Light (180° Visibility)	EA	1		

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name: Ingram Signalization INC.

EACH ITEM MUST BE FILLED IN WITH A DOLLAR VALUE.
ITEMS LEFT BLANK, MARKED "NO BID" OR WITH A ZERO WILL DISQUALIFY THE BID.

Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
625		Red, 100W LED, Channel Margin Light (180° Visibility)	EA	1		
626	Clearance Gauge Light:	White, 100W LED	EA	1		
627	Channel Marker:	Green, Center Channel Light (360° Visibility) LED	EA	1		
628	Light Fixture: Sheet 2 of 2	Swivel Box, Match Existing	AS	1		
629	Fuse:	10 AMP, 1- Pole, 120/ 240V	EA	1		
630		20 AMP, 2- Pole, 120/ 240V	EA	1		
631		30 AMP, 2- Pole, 120/ 240V	EA	1		
632		100 AMP, 2- Pole, 120/ 240V - Main Service	EA	1		
633		Fuse Holder	EA	1		
634		Surge Arrestor	EA	1		
635		Boot	EA	1		
636	Power Conductors: Sheet 1 of 2, Per NEC Requirements	#12/2 SO Cable	LF	50	10.00	500.00
637		#10/2 SO Cable	LF	50	10.00	500.00
638		120V #10 AWG	LF	50	3.00	150.00
639		120V, #12 AWG	LF	50	3.00	150.00
640		240V, #10 AWG	LF	50	5.00	250.00
641		240V, #12 AWG	LF	50	5.00	250.00
642		480V, #4 AWG, 2 KVA	LF	50	6.00	300.00
643		480V, #6 AWG, 2 KVA	LF	50	5.00	250.00
644		480V, #8 AWG, 2 KVA	LF	50	4.00	200.00
645		480V, #10 AWG, 2 KVA	LF	50	4.00	200.00
					STREET LIGHTING TOTAL	2750.00

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name:_____

EACH ITEM MUST BE FILLED IN WITH A DOLLAR VALUE.
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Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
		Additional Items				
646	**Misc.**	5 AMP Fuse - street lights	EA	50	50.00	3675.00
647		Replace/Reinstall Stop or Yield Sign after hours (outside normal City response times of 7 am to 3:30 pm regular Monday through Friday).	EA	50	900.00	45000.00
648		Light Pole Foundation Installed	EA	10	4800.00	48000.00
649		On Call Services per day to be available to respond to signals or stop/yield signs.	EA	75	200.00	15000.00
650		Install City Owned Generator while on call at traffic signal, coordination required to retrieve generator.	EA	1		
651		UPS Meyers Unit, installed	EA	10	2800.00	28000.00
652		Battery Manager	EA	10	600.00	6000.00
653		Battery Replacement UPS deep cycle 12V	EA	10	800.00	8000.00
654		Globe/Fixture LED PTUE2P3050KASGL3BKBL20PSCP720KV RFD320340	EA	1		
655		LED Fixture GVD3 P30 40K MVOLT MS GL3 BK ST TBK PR7 SH RFD320341	EA	1		
656		Globe 8-inch Acrylic with Finial	EA	1		
657		LED Fixture HTFL P30 AS 40K R3 AA 8R BK R FBK PCSS P7	EA	1		
658		Pole WDA 12 FTJ 19 P07 ABG BK R138D FGIUS_S BK	EA	1		
659		LED Fixture PSUE3P2040KM VOLTSPLAL5RAL6005RBTRAL6005-ANTI-Seize RFD320230	EA	1		
660		LED Fixture GVD3 P30 40K MVOLT MS GL3 GN RB ST TGN PR7 SH RFD320342	EA	1		
661		Campana LED Luminaire CN55P1BFGC380W4K120BZTXMG	EA	1		
662		Campana Single Arm M205C1T40BZTXCP4601	EA	1		
663		Campana Double Arm M205C2T40BZTXCP4601	EA	1		

$2,500.00
RD 08/10/23

BID NO. 23-031
TRAFFIC SIGNALIZATION AND STREET LIGHTING
QUANTITY SHEET

Company Name:_____

EACH ITEM MUST BE FILLED IN WITH A DOLLAR VALUE.
ITEMS LEFT BLANK, MARKED "NO BID" OR WITH A ZERO WILL DISQUALIFY THE BID.

Item #	FDOT Spec # or City Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
664		LED Fixture WAE3 P30 40K MVOLT EN GL5 BK SK TBK PR7E SH RFD320336	EA	1		
665		LED Fixture DCLD P50 G1 40K MVOLT MS 3LS BK DCLHSSS12 PR7	EA	1		
666		250W EQUAL LED MPL2 P20S 40K AS BK TG 3 S P7E RFD320338	EA	1		
667		400W EQUAL LED MPL2 P40S 40K AS BK TG 3 S P7E RFD320339	EA	1		
668		Controller Cabinet Structural Riser Extension 1 foot to 3 feet tall base	EA	1		
669		LED Replacement Bulb equivalent corncob bulb to match existing 18, 22, 39, 54 W; Suitable for enclosed fixture.	EA	20	2800.00	56000.00
					ADDITIONAL ITEMS TOTAL	209675.00

$208,500.00
RD 08/10/23

Reference: Current FDOT Design & Construction Standards in Effect at the Time of Bid

Mounting Height of Luminaire from "Finished Grade" to Fixture - Not Full Length of Pole Concrete Pole

Additional rate and unit cost information may be provided on a **separate sheet** titled, "Additional Rate and Unit Cost Information" and submitted with the bid.
Additional rate and unit cost information provided will not be used to select the lowest bidder and **should not be included in the total bids on the bid form**.

By: Tony Kuhl
Authorized Representative (Please Print)

Date: 8-2-2023

Signature: Tony K

Title: Operation Manager

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

8-2-2023
Date

Tony Kuhl Operation Manager
Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

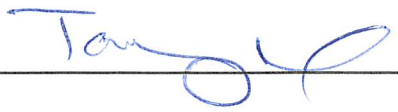
B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Ingram Signalization INC Date: 8-2-2023

Authorized Signature:  Printed Name: Tony Kuhl

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Ingram Signalization INC

Company Name



Authorized Signature

Tony Kuhl

Printed Name

8-2-2023

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

A. Federal Clean Water Act as amended in 1987
B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ 500.00, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Silt Fence as needed

Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORK PLACE CERTIFICATE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

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

Signature

Tony Kuhl
Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00664 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D. C. Reeves, Mayor

SUBJECT:

AWARD OF QUOTE - JEFFERSON STREET CITY GARAGE - SECURITY SYSTEM REPLACEMENT

RECOMMENDATION:

That City Council approve the award of quote in the amount of $198,365.56 to Iron Bow Technologies, Inc. for the replacement of the Jefferson Street City Garage Security System. Further that City Council authorize the Mayor to take the actions necessary to execute and administer a contract and complete the work, consistent with the quote and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The plan includes a full replacement of the city's current end-of-life camera devices, to provide the Pensacola Police Department and the Parking Management Department with a modernized robust and innovative security monitoring network. The project includes adding additional cameras to allow for the expansion of monitored areas; to include the surrounding streets and alley, provide license plate recognition abilities, enhanced camera quality, technological advancements in video storage, and deliver point-to-point network capabilities. This project is funded with budgeted dollars from the Innovation and Technology Department and the Pensacola Police Department.

PRIOR ACTION:

None

FUNDING:

Budget:	$178,765.56	Innovation and Technology
	19,600.00	Pensacola Police Department
	$198,365.56	
Actual:	$198,365.56	

FINANCIAL IMPACT:

Funds are currently available within the Innovation & Technology Department and the Pensacola Police Department.

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Lissa Dees - Parking Management Director
Stephen Ringl, Innovation & Technology Director

ATTACHMENTS:

1) Proposal 374736 Jefferson Street Parking Garage Camera Update

PRESENTATION: No

DATE 8/24/2023
SOLICITATION NUMBER 374736

City of Pensacola -PPD

Jefferson Parking Garage Camera Upgrade

CAGE CODE 55RC1
UNIQUE ENTITY ID Q2M4FYALZJ89
TAX IDENTIFICATION 26-1615129

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of — or in connection with — the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data in this restriction is contained in the entirety of this proposal and all attachments.

Iron Bow Technologies, LLC
2121 Cooperative Way, Suite 500
Herndon, VA 20171

Iron Bow Points of Contact:
Cliff Golden, Account Executive
Cliff.Golden@ironbow.com, 813.504.0303
Jonathon Black, Consulting Systems Engineer
Jonathon.Black@ironbow.com, 336.512.6244

Submitted to:
City of Pensacola -PPD

Michael Ozburn

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this document v2023-BD2

1 INTRODUCTION

1.1 Iron Bow Technologies, LLC

Iron Bow has over 40 years of experience delivering professional services and technology solutions to both Federal Government and commercial clients. With annual revenues of over $1.5 billion, Iron Bow has garnered extensive expertise and capability in critical areas of IT lifecycle management and has developed mature technical practices to support design, implementation, and management efforts for network infrastructure, collaboration, data center architecture, continuity of operations, data management, client and mobile utilization and optimization, and cyber security. Iron Bow is a unique organization in the market possessing the aforementioned skill sets coupled with holding the highest level of corporate certifications with many Original Equipment Manufacturers (OEMs). Our performance has provided us with extensive knowledge of the overall technology environment as well as the issues encountered in daily operations.



"Customer first and mutual respect for all members of our community."

Not just our motto, but words we live by in our daily interactions. This phrase encapsulates our approach with our customers, employees, OEM partners, and subcontractors. Our key focus is ensuring our customers meet their goals.

To enable "Customer First," Iron Bow first and foremost invests in its employees. We understand maintaining a base of employees who enjoy their environment and are excited to come to work each day results in a satisfied customer with results exceeding expectations. Our investment begins with multiple channels of consistent and transparent communications and includes clearly defined missions and objectives, celebration, and reward of individual or team success, charitable events, social gatherings, employee wellness, and many other programs designed for employee fulfillment. As an organization, we promote team unity and invest in processes, events, and trainings to enable the cohesion of teams. Finally, all employees participate in an annual review process to include periodic meetings throughout the year in support of the development and achievement of personal and professional goals. This investment has resulted in Iron Bow's inclusion in the Washington Post "Top 150 Places to Work." The 150 organizations in this list scored the highest based on employee surveys on a host of factors, including the quality of leadership, pay and benefit practices, and work-life balance. Iron Bow was ranked #14 on the list of all mid-sized firms in the Washington, D.C. region regardless of industry type.

Our greatest resource is our people. Their combined talents and dedication make Iron Bow one of the strongest, most versatile IT solutions providers in technical knowledge and innovation. The superior, specialized abilities of Iron Bow employees range from in-depth and customer-specific solutions development to advanced integration of complex, multi-discipline systems. Our employees work constantly to advance their skills through individual and manufacturer certifications in the latest developments in technologies.

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2 TECHNICAL APPROACH

2.1 Overview

Iron Bow Technologies, in partnership with Security Engineering (“Team Iron Bow”), will perform a camera upgrade at the Jefferson Street Parking Garage in the City of Pensacola Florida. The next section will detail the scope of work to be performed.

2.2 Technical Solution

The Jefferson Street Parking Garage Video Upgrade project will include:

- Video Infrastructure
- Physical Infrastructure
- Multisensors
- Elevator Cameras
- Interior PTZ

Includes all parts and labor to replace the camera system at the Jefferson Street Parking Garage with an Avigilon Server and all software and licenses needed for the ability to be accessed by the Parking Department and Pensacola Police Department as part of the existing city-wide camera network. New cameras will be support by new conduit infrastructure to be installed in the parking garage. This system will replace the existing camera system and cabling in the existing complex.

The new Video Server shall allow a minimum of 30 days of recorded video. All existing cameras shall be used. New Wireless point to point link between Jefferson Parking Garage and Saenger Theater will be installed to extend the city camera network from the Saenger to the parking garage.

Notes

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.

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3 MANAGEMENT APPROACH

3.1 Project Administration

Iron Bow will assign a dedicated Project Administrator to serve as the primary point of contact for the Customer regarding the contractual and financial aspects of the project. The Project Administrator will be responsible for coordinating the Project Initiation Meeting (PIM) and follow-on Status Meetings with appropriate Customer project management and technical staff, ensuring that all reporting is properly conducted and provided as deliverables in accordance with project requirements. The Project Administrator will also define and schedule appropriate resources, and provide project status and other communication, and be responsible for scope management, including responding to requests for change in scope. The Iron Bow Project Administrator shall provide exclusive direction to the Iron Bow on-site engineers.

3.2 Project Initiation Meeting

Iron Bow will schedule the PIM prior to the start of any work at Customer sites to finalize the Project Plan, to include a finalized SOW, electronic bill of materials, and integration schedule with Customer project management as directed. The PIM is designed to answer any outstanding questions, addressing all aspects of the project and ensure all parties are in complete understanding of expectations. During the PIM, Iron Bow will confirm and document all reporting requirements and performance expectations.

3.3 Project Communication

3.3.1 Project Status Meetings

As described above, in addition to conducting the PIM, the Iron Bow Project Administrator will schedule and host Project Status Meetings (PSM) in order to effectively keep Customer project management apprised of progress. The PSMs will follow a mutually agreed upon frequency throughout the life of the project, and shall not exceed one hour total duration per week. PSMs may be held either at the Customer site or via teleconference.

PSMs document the work performed under this project and will be provided as required by Customer project management. PSMs will contain an accurate, up-to-date summary account of tasks completed, tasks ongoing, tasks to be worked, and any outstanding issues. These reports will follow the format provided by Customer project management.

During the execution of this engagement Iron Bow will develop and provide the Customer the following deliverable products:

- Weekly PSMs
- Monthly Status Reports

3.3.2 Change Management

Change management is a key process in the systematic application of project management best practices. This process focuses on controlling changes to the baseline plan to ensure project success. The process supports the ability to make conscious decisions regarding specific project trade-offs between scope, schedule, resources, and other program parameters while dealing with the reality of the need to make changes. It provides all parties a recorded trail of all changes made to the project baseline plan. Once a change is proposed, it is reviewed and its impact both within and across the project functional areas is assessed. Changes that originate within a project but have an impact on other projects or organizational functions must be escalated to the Customer's project sponsor for review and approval. The proposed change's alignment with project objectives is validated and it is either approved or rejected. Once that decision has been made it must be communicated to all affected organizations and team members. Adjustments reflecting the changes are made to the project planning documents and the change documents are placed in the project notebook.

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3.3.3 Reporting

The Iron Bow Project Administrator will ensure accurate and timely reporting for all contractual requirements under this project. All reports will be submitted electronically in Microsoft Word format and delivered during PSMs. These reporting deliverables include:

- Minutes from PSMs and other technical meetings/reviews
- Project Close-out report and minutes from Project Close-out Meeting

3.4 Quality Assurance

Iron Bow's Quality Assurance Program (QAP) starts from the ground up and consists of more than just checking equipment for failures or verifying for correct configurations. Automated procedures, reporting mechanisms, and delivery reviews provide a means for measuring and controlling quality. Our management constantly identifies opportunities for process improvement and challenges team members to improve performance and service. In addition, we make extensive use of checklists, audit reports, and quality reviews to ensure that quality requirements are consistently achieved. Our certified QAP will also provide a systematic approach for ensuring that any programmatic corrective and preventive actions are properly addressed and implemented during the acquisition, integration, staging, and delivery of the project.

Monitoring and measuring customer feedback is necessary for continual improvement and critical to our ISO 9001:2015-certified quality system. We utilize a variety of tools and processes to pulse our customers, receive feedback, distribute the feedback to the respective delivery teams and then take necessary actions to address issues. Depending on the customer's operational environment different tools and processes are employed.

Iron Bow's QAP is highly standardized and monitored activity that resides at the center of every one of our managed programs. Along with our strict adherence to documented processes, we also understand that each program is unique and requires very specific inputs in order to ensure its success.

3.5 Project Close-out

Once the solution has been delivered, the Iron Bow Project Administrator will schedule a final Project Close-out Meeting. All aspects of the project will be reviewed to ensure that Customer project management has no final requirements. As part of this meeting the following will be verified as complete:

- Providing of all documentation and deliverables identified in this SOW

Upon favorable completion of the above tasks and as part of closure to this meeting, the Customer will sign the project acceptance form, signifying completion of the project.

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4 TERMS & CONDITIONS

This proposal submission is based on the following assumptions and conditions. Should any of these assumptions or conditions change, it may result in a change to the project pricing and/or schedule in order to satisfy the project objectives.

4.1 General Assumptions and Terms

4.1.1 Proprietary and Confidential

This proposal includes data that shall not be disclosed outside of the Customer organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation.

4.1.2 Scheduling

All work must be scheduled with the Iron Bow Project Administrator in writing at least ten business days prior to the desired project start date. Actual start dates may vary based on staff, equipment delivery, and other resource availability. Changes to the project start date or the schedule in general must be requested one week in advance of the previously agreed start date. Changes in schedule may result in additional airfare and lodging charges.

4.1.3 Period of Performance

The Period of Performance (PoP) for project services is provided in the associated price quote. If no PoP is provided, the PoP will be one year from signature or receipt of purchase order.

4.1.4 Place of Performance

This project will be performed at the following locations:

- Jefferson Parking Garage – City of Pensacola Florida

4.1.5 Working Hours

Working hours of 8:00am – 5:00pm, Monday – Friday, are assumed for this project, with all work to be performed so as to minimize interference with normal facility functions. Some tasks may require working outside regular working hours; however, normal working hours are assumed for the bulk of this project. Cut overs will be scheduled for afterhours.

4.2 Work Environment and Coordination

4.2.1 Single Point of Contact

The Customer shall provide a single point of contact (POC) to work with the Iron Bow Project Administrator for any pre-project preparation and for coordination during the life of the project. This individual will be responsible for any Customer requirements identified in this SOW, and will participate in the PIM, PSMs, and other meetings. Additionally, the Customer POC will work with Iron Bow on schedule coordination and approval, will participate in Project Acceptance Testing and Project Close-out. This individual will also be available on a regular, ad hoc basis to resolve any site logistical issues that may hinder progress. The Customer POC will be the only Customer representative authorized to approve change orders to this SOW on behalf of the Customer.

4.2.2 Work Area

The Customer will provide Iron Bow engineers with a suitable workspace that includes standard power, a phone with outside dial and long distance capability, and an Ethernet network connection that includes Internet connectivity. The Customer will provide building and work area access via key or keycard to all pertinent areas, or will provide a full-time escort to those areas. Delays due to access or workspace issues may result in additional charges.

4.2.3 System Access

Unless otherwise mutually agreed, Iron Bow will retain sole access to the new system components until Test and Acceptance has been completed. The Customer shall not access the

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system or make configuration changes without the written approval of the Iron Bow Project Administrator.

4.2.4 Site Access and Security Requirements

The Customer shall provide written guidance regarding any security requirements for access to facilities, systems, and networks. The guidance should outline all of the security requirements associated with information, networks, or systems being accessed. Iron Bow will follow the security guidance provided and will coordinate all security requirements through our Corporate Security Office and Corporate Security Officer. The security requirements specified will be provided, and extend to, all subcontractors and will cover the entire period of performance including the full warranty support period for the solution provided.

4.2.5 Manufacturer Support Contracts

The Customer shall provide to Iron Bow engineers access to any applicable manufacturer technical support contracts for the duration of the project. This access will be used solely for the purpose of supporting Customer systems related to this project.

4.2.6 Service Interruptions

Planned outages may be required in order to fully implement the system identified in this SOW. Iron Bow will schedule any required outages for a mutually agreed time with the Customer. In some instances, unplanned outages may occur that may or may not be the fault of Iron Bow. The Customer will not hold Iron Bow accountable for damages related to such outages.

4.2.7 Design Assumptions

Before beginning any work, Iron Bow will inspect all areas to ascertain that the proposed work can be accomplished. If any areas have accessibility issues, it may be necessary to modify our suggested design. Iron Bow will provide notification if we discover any problems that will require work over and above that which is included in this proposal.

4.2.8 Hazardous Materials

Should hazardous materials be encountered during execution of this SOW the Customer will be immediately notified in a Project Issue Report. Iron Bow will work with the Customer on revising the schedule to allow time to address the issue and provide a suitable work environment. Iron Bow assumes no responsibility for the mitigation, abatement, or transportation of hazardous materials outside what is specifically addressed in this SOW.

4.2.9 Customer Furnished Equipment

The Customer will be responsible for maintaining the proper environment, including utilities and site requirements necessary for the system to function properly as specified by the OEM. The Customer will operate the system in accordance with the instruction manual provided by the OEM.

4.3 Site Readiness

4.3.1 Current Infrastructure

The Customer ensures that the current network environment is stable and that software revisions on any applicable network or systems components are sufficient to support the introduction of the components identified in this SOW. The Customer shall provide all necessary site configuration information, drawings, and passwords as identified in the Project Services section(s) above. The Customer will ensure that any existing equipment that may be involved in this project is properly backed up prior to project start.

4.3.2 Power and Environmental Requirements

The Customer shall ensure that electrical power with the appropriate interface and current rating is provided prior to the date of installation. The Customer will additionally ensure that all other environmental requirements are satisfied, including temperature control, safety, and security.

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4.3.3 Equipment

The Customer shall receive, sign for, inventory, and store all equipment at the Customer-designated location prior to the start of the project. Any visible damage due to shipping shall be immediately reported to the shipper and to the Iron Bow Project Administrator. The Customer will dispose of all boxes at the conclusion of the project.

4.3.4 Circuits

Any new circuits required to implement this solution will be installed and ready for use prior to the start of this engagement.

4.3.5 Site Readiness

Failure to establish operational functionality because Customer responsibilities were not met or non-Iron Bow vendors have not met their responsibilities (unless under an Agency Agreement) may result in a change to the project pricing and/or schedule in order to satisfy the project objectives outlined in this SOW.

4.4 Maintenance Contract Terms

Iron Bow offers our maintenance contracts as annual subscription services, as is standard and customary in the industry. For contracts that are included with our implementation pricing, the service will commence upon the completion of the implementation project.

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5 PRICING

This proposal, in its entirety and in all respects, supersedes any prior proposals or quotations issued, electronically, verbally, or in writing. This proposal is valid for a period of 30 days from the date of submission.

5.1 Fixed Price Services Quote

Iron Bow is pleased to offer the services described in the above SOW on a Firm Fixed Price (FFP) basis. Please refer to our associated price quote for detailed pricing.

5.2 Services Pricing Terms

Iron Bow is pleased to offer the services described in the above SOW and the pricing is subject to the terms and conditions noted within. Services pricing is subject to change in the event of a deviation from these terms and conditions.

5.3 Product Pricing Terms

All product items, related or unrelated to this SOW, will be invoiced Net 45 days, FOB destination, and shipping charges will be prepaid and added to the invoice. Payment of product invoice is not contingent on services work performance or services project schedule.

In the event of delayed or staggered delivery, customers contracting Iron Bow for staging and integration, or products sent to our warehouse, will be invoiced both inbound freight charges to Iron Bow from product distributors as well as for each secondary shipment from Iron Bow warehouse to final Customer destination.

5.4 Invoice Payment Terms

All Iron Bow invoices are subject to Net 45 payment terms unless otherwise governed by the procurement contract.

5.5 Credit Card Terms/Authorization

Customer agrees that signature of this document, issuance of a credit card order or authorizing a credit card to be charged (including verbal authorization), or incorporated reference via purchase order in response to this SOW, is binding and constitutes acceptance of the terms and conditions as specified in this document.

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Iron Bow Technologies, Inc
2121 Cooperative Way, Suite 500
Herndon, VA 20171

Quote Number Version	**374736 / 1**	**Quoted To:**	**Michael Ozburn**
Please reference the above quote number and version on your purchase order.		**Email:**	
Date:	**8/24/2023**	**Phone:**	
Contract Name/Number:	**OMNIA R210404 Technology**	**Customer:**	**City of Pensacola**
Quote Name:	**JEFFERSON STREET PARKING GARAGE CAMERA UPGRADE**		

Inside Rep:	Kressa Stewart	**Ph#: 423-368-5978**	**Email: kressa.stewart@ironbow.com**
Acct Manager:	Clifford Golden	**Ph#: 813-504-0303**	**Email: cliff.golden@ironbow.com**

Comment:

Line	Price List	MPN	Manufacturer	Description	Qty	List Price	Unit Price	Ext Price	% off List	Minimum Omnia Discount
				VIDEO INFRASTRUCTURE						
1	OMNIA R210404	NVR5-STD-32TB-W10-NA	Aviglion Corp.	NVR5 STD 32TB 2U Rack Mnt; W10 NA	1	$18,996.20	$18,463.30	$18,463.30	2.8%	Network Video/Audio - 2.8%
2	OMNIA R210404	ACC7-ENT	Aviglion Corp.	ACC 7 Enterprise Edition camera license	40	$316.51	$306.64	$12,265.60	3.1%	Network Video/Audio - 2.8%
3	OMNIA R210404	SM24TAT2SA-NA	TRANSITION NETWORKS INC	24-Port Managed Gigabit PoE+	2	$858.60	$833.99	$1,667.98	2.9%	Network Video/Audio - 2.8%
4	OMNIA R210404	556609	Windy City Wire Cable & Technology	Cat 6 Cable, Plenum Rated - Blue (100')	42	$51.70	$48.35	$2,030.70	6.5%	Network Video/Audio - 2.8%
5	OMNIA R210404	P2PLINK		Wireless Point to Point	1	$1,200.00	$1,159.60	$1,159.60	3.4%	Network Video/Audio - 2.8%
6	OMNIA R210404	CONDUIT	Security Engineering, Inc.	Misc. Conduit, Connectors and Junction Boxes	1	$125.00	$98.00	$98.00	21.6%	Network Video/Audio - 2.8%
				PHYSICAL INFRASTRUCTURE						
7	OMNIA R210404	006K8F-31130-29	CORNING	Tight-buffered Cable, 6 Ct Fiber, 62.5 µm Multimode (OM1)	700	$1.43	$1.30	$910.00	9.1%	Network Video/Audio - 2.8%
8	OMNIA R210404	WQ-80P	Polycase	Nema 24 x 20 x 10 Enclosure w/ Back panel	4	$869.00	$757.69	$3,030.76	12.8%	Network Video/Audio - 2.8%
9	OMNIA R210404	ZH-161407	Polycase	Nema 17 x 15 x 8 Enclosure w/ Back panel and Pole Mount	1	$444.00	$388.28	$388.28	12.5%	Network Video/Audio - 2.8%
10	OMNIA R210404	FAST-SC-MM62.5-6	AFL TELECOMMUNICATIONS	Connectors for Multimode 62.5/125 µm, OM1 - 6 Pack	7	$95.00	$88.91	$622.37	6.4%	Network Video/Audio - 2.8%
11	OMNIA R210404	SPH-01P	CORNING	Corning Single Panel Fiber Enclosure	4	$92.00	$89.24	$356.96	3.0%	Network Video/Audio - 2.8%
12	OMNIA R210404	CCH-CP06-91	CORNING	Closet Connector Housing (CCH) Panel, SC adapters, Duplex, 12 fiber, 62.5 µm multimode (OM1)	2	$54.86	$53.09	$106.18	3.2%	Network Video/Audio - 2.8%

Line	Price List	MPN	Manufacturer	Description	Qty	List Price	Unit Price	Ext Price	% off List	Minimum Omnia Discount
13	OMNIA R210404	CCH-CP12-91	CORNING	Closet Connector Housing (CCH) Panel, SC adapters, Duplex, 12 fiber, 62.5 µm multimode (OM1)	2	$90.96	$88.01	$176.02	3.2%	Network Video/Audio - 2.8%
14	OMNIA R210404	SM24TAT4XB	TRANSITION NETWORKS INC	24-port POE+ IP Camera Network Switch	1	$1,605.90	$1,548.01	$1,548.01	3.6%	Network Video/Audio - 2.8%
15	OMNIA R210404	DTK-120SRD	DITEK	Ditek 120V Surge Suppression with Dry Contact Outp	4	$199.90	$193.02	$772.08	3.4%	Network Video/Audio - 2.8%
16	OMNIA R210404	SISPM1040-384-LRT-C	TRANSITION NETWORKS INC	Industrial 48 Volts DC 8-port PoE+ Network Switch	3	$1,478.70	$1,434.33	$4,302.99	3.0%	Network Video/Audio - 2.8%
17	OMNIA R210404	TSP-BCMU360	TRACO Power	Battery Controller Module, Din Rail Mount, 48VDC	3	$375.00	$366.93	$1,100.79	2.2%	Network Video/Audio - 2.8%
18	OMNIA R210404	MCBDIN-BREAKER	DIN Rail	DIN RAIL - Miniature Circuit Breaker	3	$49.00	$30.44	$91.32	37.9%	Network Video/Audio - 2.8%
19	OMNIA R210404	1GBMMSFP	Security Engineering, Inc.	SFP-Port Fast 2 Fiber Mini GBIC Module MM 1310nm - 2km	6	$120.00	$97.20	$583.20	19.0%	Network Video/Audio - 2.8%
20	OMNIA R210404	SCSCPATCH	Security Engineering, Inc.	Multimode SC to LC Fiber Optic Patch Cables	6	$49.89	$32.40	$194.40	35.1%	Network Video/Audio - 2.8%
21	OMNIA R210404	SCLCPATCH	Security Engineering, Inc.	Multimode SC to SC Fiber Optic Patch Cables	2	$49.89	$32.40	$64.80	35.1%	Network Video/Audio - 2.8%
22	OMNIA R210404	CONDUIT	Security Engineering, Inc.	Conduit Infrastructure	1	$12,000.00	$10,530.00	$10,530.00	12.3%	Network Video/Audio - 2.8%
23	OMNIA R210404	SCISSORRENTAL	Security Engineering, Inc.	Scissor Lift (Per Week)	3	$2,300.00	$1,250.00	$3,750.00	45.7%	Network Video/Audio - 2.8%
24	OMNIA R210404	LIFTRENTAL	Security Engineering, Inc.	35' Towable Boom (Per Day)	4	$350.00	$240.00	$960.00	31.4%	Network Video/Audio - 2.8%
				MULTISENSORS						
25	OMNIA R210404	20C-H5A-4MH	Aviglion Corp.	H5A Multisensor 20MP Camera Module 3.3-5.7mm	15	$2,757.00	$2,615.70	$39,235.50	5.1%	Network Video/Audio - 2.8%
26	OMNIA R210404	H5AMH-AD-PEND1	Aviglion Corp.	Outdoor pendant mount adapter	15	$199.28	$193.70	$2,905.50	2.8%	Network Video/Audio - 2.8%
27	OMNIA R210404	H5AMH-DO-COVR1	Aviglion Corp.	Dome bubble and cover; for outdoor surface mount or pendant mount; clear	15	$199.28	$193.70	$2,905.50	2.8%	Network Video/Audio - 2.8%
28	OMNIA R210404	WLMT-1001	Aviglion Corp.	Wall Mount for large pendant camera	15	$121.32	$117.76	$1,766.40	2.9%	Network Video/Audio - 2.8%
29	OMNIA R210404	H4AMH-AD-IRIL1	Aviglion Corp.	IR Illuminator Ring for H4 Multisensor	15	$389.40	$378.49	$5,677.35	2.8%	Network Video/Audio - 2.8%
30	OMNIA R210404	4.0C-H5A-DP1-IR	Aviglion Corp.	Avigilon 4MP Outdoor Dome, Pendant Mount	13	$1,277.20	$1,238.88	$16,105.44	3.0%	Network Video/Audio - 2.8%
31	OMNIA R210404	H4A-MT-WALL1	Aviglion Corp.	Pendant Wall Mount for Avigilon Camera	13	$88.16	$85.51	$1,111.63	3.0%	Network Video/Audio - 2.8%
32	OMNIA R210404	4.0C-H5A-DO1-IR	Aviglion Corp.	Avigilon 4MP Outdoor Dome	2	$1,347.77	$1,278.69	$2,557.38	5.1%	Network Video/Audio - 2.8%

Line	Price List	MPN	Manufacturer	Description	Qty	List Price	Unit Price	Ext Price	% off List	Minimum Omnia Discount
33	OMNIA R210404	ACC7-LPR	Aviglion Corp.	ACC 7 LPR lane	2	$3,492.48	$3,313.48	$6,626.96	5.1%	Network Video/Audio - 2.8%
34	OMNIA R210404	5.0C-H6M-D1-IR	Aviglion Corp.	5MP H6M Indoor Mini Dome IR Camera with 2.9mm Lens	2	$583.00	$553.12	$1,106.24	5.1%	Network Video/Audio - 2.8%
35	OMNIA R210404	2.0C-H5A-IRPTZ-DP40-WP	Aviglion Corp.	CAM; H5A IR PTZ; Pendant 2MP 40X 300m	2	$4,198.00	$3,982.85	$7,965.70	5.1%	Network Video/Audio - 2.8%
36	OMNIA R210404	IRPTZ-MNT-WALL1	Aviglion Corp.	Pedant wall mount adapter	2	$112.11	$108.07	$216.14	3.6%	Network Video/Audio - 2.8%
37	OMNIA R210404	2.0C-H5A-PTZ-DP36	Aviglion Corp.	H5A, 2MP 36x Pendant PTZ Dome	2	$3,139.78	$2,978.86	$5,957.72	5.1%	Network Video/Audio - 2.8%
38	OMNIA R210404	IRPTZ-MNT-WALL1	Aviglion Corp.	Pendant wall mount adapter	2	$112.11	$108.07	$216.14	3.6%	Network Video/Audio - 2.8%
				Labor - Installation and Programming - Head End, Camera and Cabling Installation, Conduit Installation, Fiber Termination						
39	OMNIA R210404	PROF-SVCS	Iron Bow Technologies	Iron Bow Professional Services. Please see attached notes for details.	1		$38,838.62	$38,838.62		

Subtotal: $198,365.56

(Applicable Sales Tax will be added to invoice, and Purchaser will be responsible for such tax, unless a valid exemption or resale certificate is on file and current.) $0.00

Total: $198,365.56

Terms/Quote Details:			
CONTRACT: OMNIA R210404 - Technology Solutions EXPIRES: 31-MAY-2024 TERMS: NET 30, FOB Destination	**Tax ID: 26-1615129 DUNS+4: 82-7714507-0000 Cage Code: 55RC1**	**For EFT: Iron Bow Technologies, LLC c/o PNC Bank, N.A. ABA: 031207607 Account: 8026304877**	**For Checks: Iron Bow Technologies, LLC PO Box 826474 Philadelphia, PA 19182-6474**

EFT/Check info reflects Iron Bow's change to PNC Bank. Email arproduct@ironbow.com if additional info is needed. Our prior bank account will remain open during the transition.

Line	Price List	MPN	Manufacturer	Description	Qty	List Price	Unit Price	Ext Price	% off List	Minimum Omnia Discount

*** Items quoted herein requiring international shipment or shipment to a foreign entity within the U.S. may be export controlled. Buyer agrees to incorporate this quote number into any order. Iron Bow is not the responsible party for exporting items and will not be the U.S. Principal Party in Interest in any order resulting from this quote.**

*** All returns of both commercial and customized products or product configuration are subject to the supplier and/or original equipment manufacturers Return Materials Authorization (RMA) policy.**

*** This quote is valid for 30 days from the date issued.**

**** PROPRIETARY & CONFIDENTIAL ** This document and any referenced links or supplemental documentation is confidential and/or proprietary and intended solely for the named entity within this quote. Unauthorized use, copying, distribution, or disclosure is prohibited. If you received this document in error, please notify the referenced Iron Bow personnel via phone or email.**

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00605 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $1,750 to OnBikes Pensacola and $500 to the Wingman Foundation from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

OnBikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. The initial goal was to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, OnBikes has been able to provide over 3,500 bikes, bike locks, helmets and countless smiles to children in Pensacola. For the past four years, they have partnered with Communities Caring at Christmas and the Southern Youth Sports Association to ensure they are placing these bikes in the hands of deserving children. Their goal this year is to provide over 550 bikes to children in our community this Holiday Season. Funding will be used towards the purchase of bicycles to attain this goal.

The Wingman Foundation is an all-volunteer supported non-profit organization that provides support to Gold Star families, injured aircrew and their families, and squadrons following Naval and Marine Corps aviation mishaps. They make funds available in the days immediately following a mishap to help with family expenses such as funeral, travel and lodging costs. In addition to providing immediate support, they are also proud to ensure that fallen heroes are never forgotten and the loved ones they leave behind are always supported. The Wingman Foundation will host its second annual Pensacola Memorial 5K and Kids 1 Mile Fund Run on September 30, 2023 and the discretionary funds will be used to offset the costs of security for this event.

PRIOR ACTION:

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

FUNDING:

Budget:	$12,054	Current Balance - District 4 Discretionary Funds
Actual:	$ 1,750	OnBikes Pensacola
	500	The Wingman Foundation
	$ 2,250	

FINANCIAL IMPACT:

A balance of $12,054 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of $9,804 will remain in the District 4 Discretionary Fund Account.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00625 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Casey Jones

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3

RECOMMENDATION:

That City Council approve funding of $1,000 to the Wingman Foundation from the City Council Discretionary Funds for District 3.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Wingman Foundation is an all-volunteer supported non-profit organization that provides support to Gold Star families, injured aircrew and their families, and squadrons following Naval and Marine Corps aviation mishaps. They make funds available in the days immediately following a mishap to help with family expenses such as funeral, travel and lodging costs. In addition to providing immediate support, they are also proud to ensure that fallen heroes are never forgotten and the loved ones they leave behind are always supported. The Wingman Foundation will host its second annual Pensacola Memorial 5K and Kids 1 Mile Fund Run on September 30, 2023 and the discretionary funds will be used to offset the costs of security for this event.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 9,567	Current Balance - District 3 Discretionary Funds
Actual:	$ 1,000	The Wingman Foundation

FINANCIAL IMPACT:

A balance of $9,567 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of $8,567 will remain in the District 3 Discretionary Fund Account.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00644 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $930 for the design, production and installation of a welcome sign for the Tanyard Neighborhood from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Tanyard is one of Pensacola's oldest neighborhoods, located in western downtown Pensacola. The Tanyard was originally a neighborhood mainly populated by the Creoles, which generally refers to people of mixed race who have African descent and usually European or native American heritage. It was a working-class neighborhood that got its name in the early 1800s from the tanning yards where laborers would skin and dry animal skins until the industry fizzled in the late 1800s. The Creole cottages and shotgun houses are some of the significant markers that made up the neighborhood. Now slow developments from dog parks to new apartment complexes are changing the landscape of the area. Funding will be used towards the design, production and installation of a welcome sign that was lost because of construction in the area. It will be placed near the corner of Reus and Main Streets.

PRIOR ACTION:

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

FUNDING:

Budget: $ 2,073 District 7 Discretionary Funds

Actual: $ 930 Tanyard Neighborhood Welcome Sign

FINANCIAL IMPACT:

A balance of $2,073 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of $1,143 will remain in the District 7 Discretionary Fund Account.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00672 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FOR FISCAL YEAR 2024

RECOMMENDATION:

That City Council, based on action taken by the Community Redevelopment Agency (CRA), approve an interlocal agreement with the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2024 in an amount not to exceed $259,400.

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to community redevelopment is the perception of a lack of safety. Safety concerns are typically related to real or perceived criminal activity involving both personal safety and the safety of property. Pursuant to Chapter 163, Part III, Florida Statutes, the CRA may undertake “community policing innovations” to address safety concerns within a community redevelopment area.

Community policing innovations are defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”.

Although, revitalization has reduced blight and enlivened the Urban Core Community Redevelopment Area, safety concerns of varying degrees remain. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing innovations within the entirety of the district from 17th Avenue to A Street.

For Fiscal Year 2024, the interlocal agreement will facilitate a CRA contribution of $259,400 towards the cost of four (4) full time community policing officers dedicated to the district. Two of those officers shall be assigned primarily to daytime hours and two shall be assigned primarily to evening and

weekend hours. Any remaining funding shall be utilized for eligible community policing innovations within the district.

PRIOR ACTION:

August 15, 2022 - The CRA approved an Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed $100,000.

September 15, 2022 - City Council approved an Interlocal Agreement with the CRA for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed $100,000.

January 17, 2023 - The CRA approved Amendment No.1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola.

January 19, 2023 - City Council approved Amendment No.1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the CRA.

August 14, 2023 - The CRA approved the FY24 Interlocal Agreement for Community Policing Innovations

FUNDING:

Budget: $ 259,400

Actual: $ 259,400

FINANCIAL IMPACT:

Funding in the amount of $259,400 has been included in the CRA Fiscal Year 2024 proposed budget for the interlocal agreement.

STAFF CONTACT:

Don Kraher, Council Executive
David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Eric Randall, Pensacola Police Chief

ATTACHMENTS:

1) FY 2024 Interlocal Agreement for Community Policing Innovations

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2024

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this _____day of _____, 202_ and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the “City Council”), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

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WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist,

and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the "Project") to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) "Act" means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) “Agency” means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) “Agency Payments” means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) “Agency's Other Obligations” means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) “Agreement” means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) “Available Increment Revenues” means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) “City” means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) “City Council” means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) “Community Policing Innovations” means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) “Community Policing Innovations Account” means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) “Community Redevelopment Area” or “Urban Core Community Redevelopment Area” means the area found to be a slum or blighted and described in

Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) “Expiration Date” means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to genera1 law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2024, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency's Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City. The Agency shall pay $259,400 towards the cost of four (4) full time community policing officers dedicated to the Urban Core CRA. Two (2) of those officers shall be assigned primarily to daytime hours and two (2) officers shall be assigned primarily to evening and weekend hours. Any remaining funding shall be utilized for eligible Community Policing Innovation services within the District.

Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed $259,400. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking the CRA's portion of Community Policing Innovations within the Community Redevelopment Area is not to exceed $259,400 for Fiscal Year 2024. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the

Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval

and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an “event of default” by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall tile a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any "event of default" described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7 .2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an "event of default" by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, lega1 or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency: Community Redevelopment Agency of
The City of Pensacola, Florida
Post Office Box 12910
Pensacola, Florida 32521-0001

Attention: Manager

To the City: City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid an sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in

the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

_____
Teniade Broughton, CRA Chairperson

Attest:

_____
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves, Mayor

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to Content:

_____
Victoria D'Angelo, CRA Division Manager

Approved as to Form and Execution:

_____
City Attorney

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00637 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPOINTMENT OF SPECIAL MAGISTRATES

RECOMMENDATION:

That City Council appoint Matthew J. Hargraves, Ralph Peterson, Tracey Robinson-Coffee, and John B. Trawick as Special Magistrates for the City of Pensacola.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola utilizes Special Magistrates to conduct Code Enforcement case hearings, hear municipal parking citation appears (i.e. conduct “parking court”), and conduct other quasi-judicial proceedings on behalf of the City. Currently, the City has one Special Magistrate (Lou Ray) and no qualified alternate Special Magistrates.

Staff believes multiple Special Magistrates are needed to provide sufficient redundancy to ensure proper coverage if a Magistrate is unavailable or otherwise unable to serve. Additionally, several possible changes to the City’s municipal parking operations, traffic enforcement operations, and Code of Ordinances are currently being evaluated. Implementation of any of the contemplated changes could result in the need for additional Special Magistrates going forward to effectively manage the workload.

For these reasons, staff conducted a solicitation for qualified individuals to apply to become Special Magistrates. After an evaluation of qualifications and in-person interviews, four applicants are being recommended for appointment. Their resumes are attached as information.

It should be noted that Mr. Ray’s current legal services agreement expires September 30, 2023. Mr. Ray meets all the requirements to continue serving as a Special Magistrate. Therefore, when his agreement does expire, he will be offered the opportunity to execute a new legal services agreement containing the same terms and conditions as the agreements for these new appointees.

PRIOR ACTION:

Click or tap here to enter text.

FUNDING:

Budget: $ 38,000

Actual: $ 38,000

FINANCIAL IMPACT:

Funding for Special Magistrate services is budgeted within the Parking Department and Code Enforcement budgets. Once engaged via individual legal services agreements, Special Magistrates will be paid an hourly rate for their time preparing for and conducting the hearings and other quasi-judicial proceedings to which they are assigned.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/24/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator

ATTACHMENTS:

1) Matthew J. Hargraves resume
2) Ralph Peterson resume
3) Tracey Robinson-Coffee resume
4) John B. Trawick resume

PRESENTATION: No

MATTHEW J. HARGRAVES, P.A.
ATTORNEY AT LAW

Licensed in Florida and Tennessee

PO Box 19
Milton, Florida 32572
(423) 653-2643
mjh@hargraveslawfirm.com

July 27, 2023

ATTN: City Attorney's Office
Pensacola City Hall
222West Main Street
Pensacola, FL 32502

RE: Special Magistrate Position

Dear Ms. Lindsay,

Please accept my Letter of Interest regarding the City of Pensacola's recently advertised opening for a special magistrate. I have been a member in good standing of the Florida Bar since April, 2007, and of the Tennessee Bar since December, 2001. I have actively practiced law since 2001, nearly twenty-two years. My legal experience (more fully described in my attached resume) includes representing clients in both courtroom and administrative hearings. I am not an employee of the City of Pensacola, nor do I hold any other office with City government. If selected for this position, I would certainly comply at all times with applicable State and City codes of ethics.

The majority of my current legal practice involves representing clients in employment-related administrative matters before state and local entities such as the Santa Rosa County School Board, the Florida Public Employees Relations Commission, and the Florida Department of Education. However, my legal experience most relevant to this position is my service as special magistrate for the City of Milton, Florida, from 2015 to 2018. During this time, I conducted quasi-judicial hearings regarding alleged traffic infractions and municipal code violations in Milton. I worked closely with City staff in this position to conduct these hearings in the fairest and most efficient manner possible. I also kept abreast of trends in Florida law relevant to adjudication of the cases I considered.

I would welcome the opportunity to speak with any City representative at greater length regarding their expectations of the special magistrate position. I believe that my experience in legal practice would well meet Pensacola's needs as stated in Request for Letters of Interest. If you have any questions for me regarding my Letter of Interest, please do not hesitate to contact me. I look forward to hearing from you soon.

Sincerely yours,

Matthew J. Hargraves

4268 Hazelhurst Drive
Pace, FL 32571

Phone (423) 653-2643
E-mail mjh@hargraveslawfirm.com

Matthew J. Hargraves, Esq.

Education

1994-1998 Bryan College Dayton, TN
Bachelor of Arts
- Graduated *summa cum laude*

1998-2001 U. of Tenn. College of Law Knoxville, TN
Juris Doctor

Professional experience

1997-1998 Daniel & Oberman Knoxville, TN
Law clerk
- Clerked for leading Tennessee DUI attorney
- Assisted in trial preparation, witness preparation, expert preparation
- Assisted in updating hornbook on Tennessee DUI law
- Assisted in writing articles/presentations for use at DUI/Criminal Defense symposiums

2001-2002 Milligan, Barry, Hensley & Evans Chattanooga, TN
Associate Attorney
- Associate in small insurance defense and civil litigation firm
- Bench trial experience in civil cases

2002-2005 Luther-Anderson Chattanooga, TN
Associate Attorney
- Associate in mid-size insurance defense firm
- Extensive bench trial experience in civil cases
- Civil jury trial experience from 1 day to 1 week in length
- Some federal and appellate practice
- Extensive work with experts in numerous fields
- Work in complex class action litigation

2005 Solo Practice Chattanooga, TN
Associate Attorney
- Limited solo legal practice
- Handled general civil litigation matters, primarily contract/construction-related

2005-2006 Morgan Stanley Chattanooga, TN

Financial Advisor

- Financial advisor at brokerage firm
- Acquired Series 7 and Series 66 licensure and certification

2006-2015 Johnson, Green & Hargraves, P.A. Milton, FL

Associate Attorney/Partner

- Partner in family law/general civil litigation firm
- Extensive experience in wide range of civil matters; contracts, intellectual property, mortgage foreclosure, estate planning, domestic relations and personal injury/medical malpractice
- Extensive practice in family and domestic relations law, including dissolution, dependency, child support enforcement, and domestic violence law
- Trial experience in general civil and domestic cases
- Some experience with misdemeanor criminal matters
- Appellate experience
- Partner in firm as of January, 2010

2015-2018 Matthew J. Hargraves, P.A. Milton, FL

City of Milton Special Magistrate

- Worked as City of Milton Special Magistrate for code enforcement and traffic hearings
- Conducted quasi-judicial hearings on traffic and code violations for the City of Milton involving various forms of evidence, argument, and legal theories
- Maintained knowledge of legal and ethical standards involved in conducting quasi-judicial hearings, as well as on the state of the law and regulations governing issues relevant to traffic and code enforcement
- Worked closely with City of Milton staff to conduct fair and efficient hearings for all issues subject to review of the Special Magistrate position under City ordinance

2015-Present Matthew J. Hargraves, P.A. Milton, FL

Owner/Solo practitioner

- Owner of solo general civil litigation firm
- Extensive experience in wide range of civil matters; contracts, intellectual property, mortgage foreclosure, estate planning, personal injury/medical malpractice, and education law
- Extensive practice in family and domestic relations law, including dissolution, dependency, child support enforcement, domestic violence, and guardianship law
- Extensive practice in labor and employment law; formation, operation, dissolution of public labor organizations, labor litigation experience at circuit court, administrative hearing officer, and professional practice levels

- Experience negotiating, bargaining, and drafting collective bargaining agreements; experience consulting nationally on legal issues relating to local union disaffiliation from state and national unions; experience handling media and public relations questions relating to local union operation
- General counsel for two local level public employee labor organizations
- Successfully litigated disaffiliation of Santa Rosa County, Florida teacher's union from state and national unions- only local Florida teacher's union to successfully disaffiliate
- Extensive experience with administrative hearings and procedures at local and state level involving matters governed by Chapter 120, Florida Statutes, and extensive experience advising clients regard rights, duties, and obligations under the Florida Administratve Code
- Trial experience in general civil and domestic cases, as well as administrative hearings relating to public sector labor and employment matters
- Experience with misdemeanor and felony criminal matters
- Appellate experience

Professional memberships

Tennessee Bar (2001), Florida Bar (2007), Escambia/Santa Rosa Bar Association (2008), active law license in Tennessee and Florida

Community activities

Assistant coach, Tennessee High School Mock Trial national championship teams (2003, 2004)

Frequent judge for local mock trial competitions at high school and undergraduate level

City of Milton Courthouse Committee membership

Ralph A. Peterson, Esquire
Attorney at Law
1466 Tiger Lake Drive
Gulf Breeze, Florida 32563-5706
850-982-3642
raplaw@me.com

July 28, 2023

City Attorney's Office
c/o Assistant City Attorneys
City of Pensacola
City Hall (lobby)
222 West Main Street
Pensacola, FL 32502

Via Hand Delivery

Re: Letter of Interest-Special Magistrate Services for City of Pensacola

Dear Ladies:

This letter will serve as my expression of my interest in being selected and engaged by the City of Pensacola to serve as a Special Magistrate for conducting Code Enforcement and other administrative law quasi-judicial hearings and proceedings requiring special magistrate services pursuant to Chapter 162, Florida Statutes, and Chapter 13, City pf Pensacola Code of Ordinances.

I became a member of the Florida Bar in September, 1980, and am still an active licensed member of the Florida Bar in good standing. As explained in my enclosed Statement of Qualifications, I have more than four decades of experience practicing law and have gained extensive experience and expertise in courtroom and administrative hearings and proceedings as a civil trial lawyer in litigation and appeals. I have held a specialization certification from the Florida Bar in labor and employment law, which practice includes trial court, appellate court, and administrative law tribunal experience. I have served as an arbitrator through the National Arbitration Forum in proceedings involving commercial, business, construction, and labor and employment law. At all times during this active law practice, I have complied with and continue to comply with the codes of ethics and professional responsibility of the State, City, The Florida Bar, and the numerous courts in which I am admitted.

I am not an employee of the City of Pensacola and do not hold any other office with the City of Pensacola government. While I am semi-retired from my former law firm partnership, I still have an active law practice representing clients, so I am very sensitive to issues that may arise from conflicts of interest and will continue to endeavor to avoid them. My semi-retirement status also provides me additional time to be readily available to serve and meet the demand and needs of the City for special magistrate services for its administrative and quasi-judicial hearings and proceedings.

Your consideration of my submittals for providing special magistrate services is appreciated. If you have any questions or need any additional information, please do not hesitate to inquire.

Sincerely yours,

Ralph A. Peterson

Enclosure: Statement of Qualifications

STATEMENT OF QUALIFICATIONS

Ralph A. Peterson
Attorney at Law
1466 Tiger Lake Drive
Gulf Breeze, Florida 32563-5706
(850) 982-3642
raplaw@me.com

I am a licensed attorney in the State of Florida (Bar No. 303021), with over 4 decades of broad and deep experience and expertise in state and federal civil trial litigation, administrative proceedings, arbitrations, and appeals in tort, commercial, corporate, construction, property, products liability, toxic mass torts, restrictive agreements, government administrative and regulatory law, and labor and employment matters and disputes. I was a Florida Bar Certified Labor and Employment Law Specialist (2001-2021) and an arbitrator with the National Arbitration Forum in the legal areas of commercial, business, construction, and labor and employment law.

During the period of 1990-1994, I was appointed by Florida's Governor to serve as a Governing Board Member of the Northwest Florida Water Management District (NWFWMD). I was elected and served as the Chair of the NWFWMD Governing Board from 1991 through 1994, presiding over Governing Board meetings as well as administrative hearings and proceedings brought before the NWFWMD.

Experience

June 1982-December 2021
Senior Attorney and Partner and Chair of Labor & Employment Law Group • Beggs & Lane RLLP • Pensacola, Florida

April 1980-May 1982
Law Clerk • Office of the U. S. Magistrate Judge • United States District Court for the Northern District of Florida (Legal assistance, research, and counsel to the magistrate judge and district judges in civil and criminal trials and proceedings, along with judicial appeals and review of federal and state governmental administrative and regulatory hearings and proceedings, especially pertaining to constitutional, substantive and procedural due process compliance issues.)

May 1973-June 1977
Lieutenant, U.S. Navy (Submarine Force-Special Warfare)

Education

March 1980
Juris Doctor with Honors • College of Law, Florida State University • Tallahassee, Florida

June-December 1973
U.S. Naval Submarine School • New London, Connecticut

May 1973
Bachelor of Science (Computer Science & Electrical Engineering) • Cornell University • Ithaca, New York

The following is a list of the federal and state administrative agencies and departments before whom I have appeared and represented clients in government administrative law proceedings and hearings:

State of Florida:

- Division of Administrative Hearings (DOAH)
- Florida Commission on Human Relations (FCHR)
- Public Employment Relations Commission (PERC)
- Department of Business & Professional Regulation (DBPR)
- Department of Children & Families (DCF)
- Florida Cabinet
- Department of Economic Opportunity (DEO)/Unemployment Compensation (UC) Division
- Department of Environmental Protection
- Ethics Commission
- Health Department (DOH)
- Florida Agency for Health Care Administration (ACHA)
- Boards of Licensing and Regulation (Physicians, Nurses, and Building Contractors)
- Public Service Commission (utilities' ratemaking and regulatory matters)
- Department of Revenue
- Escambia County Civil Service Board (CSB)
- Santa Rosa Island Authority (SRIA)

Federal:

- U.S. Department of Justice (DOJ)--Civil Rights Division; Parole Commission; Office of Attorney General
- Federal Communications Commission (FCC)
- U.S. Equal Employment Opportunity Commission (EEOC)
- U.S. Merit Systems Protection Board (MSPB)
- Federal Trade Commission (FTC)
- National Labor Relations Board (NLRB)
- U.S. Department of Labor
    - Wage & Hour Division (WHD)
    - Office of Federal Contract Compliance Programs (OFCCP)
    - Occupational Safety and Health Administration (OSHA)
- Air Force Department
- Navy Department
- Environmental Protection Agency (EPA)
- Federal Mediation and Conciliation Service (FMCS)
- U.S. Patent and Trademark Office (USPTO)
- U.S. Department of Health and Human Services (HHS)

- Social Security Administration (disability and retirement administrative proceedings and judicial review)
- U.S. Department of Housing and Urban Development (Civil Rights and Discrimination Division) (HUD)
- Securities and Exchange Commission (SEC)

The following is a list of the state and federal courts in which I am actively admitted (in all of the federal courts, including the U.S. Supreme Court, one or more of the cases brought in the particular federal court involved appeals or judicial review of administrative law proceedings and rulings or were matters that required exhaustion of administrative remedies before the court's jurisdiction could be invoked):

- Florida, The Florida Bar (*1980* including the Florida Supreme Court, the First District Court of Appeals, and all state circuit and county courts)
- U.S. District Court, N.D. Fla. (*1980*)
- U.S. Court of Appeals, 11th Cir. (*1981)*
- U.S. Supreme Court (*1988)*
- U.S. District Court, C.D. Ill. (*2005)*
- U.S. Court of Appeals, 1st Cir. (*2008)*
- U.S. District Court, M.D. Fla. (*2010*)
- U.S. Court of Appeals, D.C. Cir. (*2011)*
- U.S. District Court, S.D. Fla. (*2013*)



July 28, 2023

Ralph A. Peterson

Tracey Robinson-Coffee

Attorney At Law

8661 Salt Grass Drive
Pensacola, Florida 32526
C (850) 776-7665
e-mail: robinsoncoffeet@cox.net

July 24, 2023

City Hall
222West Main Street
Pensacola, Florida 32502

Attention: City Attorney

Dear City Attorney:
I am submitting my professional portfolio and Letter of Interest for the **Special Magistrate Services** position with the City of Pensacola. With my diverse background, interests and experience I am confident that I can significantly contribute to your team of legal professionals. My areas of expertise and qualifications include the following:

- Extensive experience as a litigator working as a sole practitioner, for state agencies or private law firms.
- Succeeded in a Quasi-Judicial role as School Board and Child Support Enforcement Hearing Officer analyzing law and drafting orders.
- Produced high volume as a Legal Service Provider for Florida Department of Revenue.
- Maintained own practice where represented Plaintiff's in Employment and Personal Injury cases from intake, to mediation, to trial.
- Served as an *Associate Attorney* for Blackburn & McCune, P.C. in Nashville, which focuses on *Civil Litigation*, primarily Plaintiffs work in the areas of *Labor and Employment Law, Personal Injury and Medical Malpractice.*
- More than 3 years of experience as an *Assistant State Attorney* with the Dade County State Attorney's Office, one of the largest in the nation.
- Devoted half of my career to working in government.
- Comprehensive knowledge of law on federal and local level, criminal law, evidence, labor and employment, medical malpractice, personal injury, and more.
- Extensive litigation experience in *preparing and arguing pre-trial motions*, preparing and conducting discovery, analyzing and preempting defense strategy, conducting settlement conferences, and trying cases in *State and Federal Court.*
- Excellent public speaker and boundless communicator with experience speaking before both large and small groups.
- Proven abilities in management with experience in supervising, managing, and training attorneys in law and procedures.
- Ability to define issues, propose solutions, and implement changes.
- Demonstrated leadership, communication and negotiating skills.

Earnestly, with my varied legal experience and career goals and having worked in various capacities as well as my knowledge of state statutes, federal regulations, administrative rules and court procedures; I would be an asset to the City of Pensacola. I hope to hear from you so we can discuss how I can best contribute to your team of legal professionals. I look forward to speaking with you.

Sincerely,

Tracey Robinson-Coffee

Tracey Robinson-Coffee

Attorney At Law

8661 Salt Grass Drive
Pensacola, Florida 32526
C (850) 776-7665
e-mail: robinsoncoffeet@cox.net

Tracey Robinson-Coffee

Attorney At Law

8661 Salt Grass Drive, Pensacola, Florida 32526
C (850) 776-7665, e-mail: robinsoncoffeet@cox.net

Professional Profile

High-Caliber, ethical and motivated **Attorney at Law** is seeking Attorney position that will fully utilize my experience. Manage office of high volume law firm. Governed high case load as Child Support Hearing Officer and as Legal Service Provider for Florida Department of Revenue, Child Support. Operated solo practice handling multi-area system. Operated as the Director of Licensure for the State of Tennessee. Oversaw the licensing of over twenty-one hundred facilities. Responsible for drafting current licensure rules and policy. Succeeded as managing partner, solo practitioner and as an associate attorney for Blackburn & McCune, P.C.; a general practice plaintiff's law firm. Also, possess more than 3 years of experience as an *Assistant State Attorney* for Dade County State Attorney's Office in Florida, one of the largest prosecutor's offices in the nation. Work style exhibits maturity, self-confidence, and leadership with an affinity for working long hours to accomplish objectives. Highly organized with ability to prioritize responsibilities and manage multiple cases and projects simultaneously. Excellent writing and editing skills.

Extremely personable **Attorney** with an extensive background working and living in Florida and who maintains the highest levels of professionalism and work ethic in all environments. Strong interpersonal skills with ability to effectively communicate with all types of individuals and all levels of management and personnel.

Education

Doctor of Jurisprudence
ST. JOHN'S UNIVERSITY SCHOOL OF LAW
Jamaica, New York, 1997
Activities:
Director of Publications, Criminal Law Institute
Editor-in-Chief of McKenna Journal, "The Traffic Stop."
Elder Law Clinic
Trial Competitions:
ATLA Civil Trial Competition
Frank J. Rogers Mock Trial Competition, Semi-Finalist
Frederick Douglas Moot Court Competition

Bachelor of Science in Criminal Justice
Minor: Sociology
NORTHEASTERN UNIVERSITY
Boston, Massachusetts, 1994
Honors: Cum Laude, Dean's List, Criminal Justice National Honor Society

Advanced Training

Florida Judicial College
American Law Institute-American Bar Association
- *Current Developments in Employment Law*

Florida Prosecuting Attorney's Association Training
- *Driving Under the Influence, Cultivating Child Witness and Evidence*

Criminal Law Section of the Florida Bar
- *Prosecutor Trial Training Program*

Professional Affiliations

Florida Bar Assoc., Tennessee Bar Assoc., Escambia-Santa Rosa Bar Assoc.
Recruitment Screening Committee at Dade County State Attorney's Office

Professional and Law Experience

Attorney
TRACEY ROBINSON-COFFEE. PLLC.

Pensacola, Florida Sept 2021 – Current

- ***General Practice Law:*** Performed all activities involved in a General/ Sole Practitioners Law Office with a primary focus on Criminal Defense.
- ***Litigation:*** Prepared numerous cases for depositions and hearings. Drafted and responded to discovery. Drafted petitions, motions, orders and other relevant pleadings. Performed legal research and draft memorandums.
- ***Advisor & Counselor:*** Interviewed, advised, and evaluated witnesses. Assessed and evaluated cases from inception to trial. Prepared witnesses for testimony at depositions, preliminary hearings and trials.
- ***Manager & Administrator:*** Contributed to marketing; maintain firm books, time and client files; ran the day to day operations of a small office.

Office Manager/Attorney
THE WATSON FIRM, PLLC

Pensacola, Florida Feb. 2021 – Sept. 2022

- ***Temporary Office Manager:*** Managed a fast-paced personal injury firm including onboarding and offboarding, employee benefits and, personnel matters. Created Firm employee handbook. Secured the procurement and maintenance of office space, security and, IT. Met with and secure vendors. Inventory and purchased office supplies. Assisted in maintaining office management software and Firm protocols.
- ***Attorney:*** Assisted with Firm intake calls. Assess cases for intake. Handled criminal cases for the Firm. Met clients for initial intake, evaluated cases for retention. Worked criminal cases up from arraignment to trial. Represented clients in juvenile, county and circuit court on criminal matters.

Child Support Enforcement Hearing Officer

STATE OF FLORIDA

1ST Judicial Circuit — Sept. 2016 – June 2019

- ***Quasi-Judicial:*** Conducted hearings in a high caseload environment to determine matters of child support establishment, modification and contempt. Reviewed judge's orders of referral and conducted legal research in preparation for hearings. Prepared Reports and Recommendations with accompanying orders for referring judge's signature.
- ***Manager & Administrator:*** Managed one employee. Set referred cases for hearing. Prepared reports and attend staff meetings, Florida Unified Family Court meetings and meetings with varying agencies such as the Department of Revenue, the Clerk of Court and the Escambia County Sheriff's Department. Read professional journals and case law updates to stay current on regulations, statutes and law governing family law court.

Attorney

TRACEY ROBINSON-COFFEE, PLLC.

Pensacola, Florida — Jan. 2015 – June 2018

- ***General Practice Law:*** Performed all activities involved in a General/ Sole Practitioners Law Office with a primary focus on Criminal Defense, Family Law Employment Law and Personal Injury.
- ***Litigation:*** Prepared numerous cases for depositions and hearings. Drafted and responded to discovery. Drafted petitions, motions, orders and other relevant pleadings. Performed legal research and draft memorandums.
- ***Advisor & Counselor:*** Interviewed, advised, and evaluated witnesses. Assessed and evaluated cases from inception to trial. Prepared witnesses for testimony at depositions, preliminary hearings and trials.
- ***Manager & Administrator:*** Contributed to marketing; maintain firm books, time and client files; ran the day to day operations of a small office.

Legal Service Provider

FLORIDA DEPARTMENT OF REVENUE

Pensacola, Florida — Sept. 2009 – March 2015

- ***Litigation:*** Prepared numerous cases for child support establishment, enforcement and modification hearings. Drafted and responded to discovery. Drafted motions, orders and other relevant pleadings. Presented the State of Florida's case at trial and pretrial hearings.
- ***Advisor & Counselor:*** Represented Department of Revenue's interest. Advised custodial and non-custodial parents. Filed petitions, motions and notices. Demonstrated a commitment to ethics and public service.

Director of Licensure

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

Nashville, Tennessee — April 2007 – Dec. 2007

- ***Directive:*** Planned and promoted the availability of a comprehensive array of early intervention, treatment, habilitation and rehabilitation services through the licensing process; protected the interest of tax-paying citizens against unlicensed practitioners, unsafe environments, inadequate education and training of personnel, physical abuse and any unscrupulous acts deemed detrimental to the treatment of the general welfare of mental health/developmental disabilities issues or in need of personal support services.

- ***Manager & Administrator:*** Directed State Office of Licensure with regional offices in Nashville, Knoxville and Memphis. Supervised over 40 employees. Authorized expenditures. Oversaw and directed training for employees and providers. Coordinated public information. Conferred with public including law enforcement and community groups. Drafted new Licensure rules and amended old rules for legislative approval. Addressed legislative committees. Entrusted with most vulnerable population.
- ***Advisor & Counselor:*** Administrator to Licensure IT Program; Communicated to Office of Legal Counsel and drafted memorandums clarifying Licensures position and interpretation of rules. Advised Commissioner on Licensure issues such as suspending admissions.

Attorney

THE LAW OFFICE OF TRACEY ROBINSON-COFFEE

Nashville, Tennessee — Feb. 2003 – April 2007

- ***General Practice Law:*** Performed all activities involved in a General/ Sole Practitioners Law Office with a primary focus on Criminal Defense, Employment Law, Medical Malpractice and Personal Injury.
- ***Litigation:*** Prepared both criminal and civil cases from initial client interview through appeal. Litigated in state and federal courts.
- ***Manager & Administrator:*** Supervised paralegal; maintained firm books, time and client files; ran the day to day operations of a small office.
- ***Community Involvement:*** Donated attorney time toward pro bono activities; made charitable contributions towards student scholarships, drug rehabilitation programs, Habitat for Humanity, and local youth organizations.

Attorney

BLACKBURN & MCCUNE, P.C.

Nashville, Tennessee — Jan. 2001 – Feb. 2003

- ***General Practice Law:*** Performed all activities involved in a General Practice Plaintiff's Law Firm with a focus on Labor and Employment, Medical Malpractice, Personal Injury and Criminal Defense.
- ***Litigation:*** Prepared and argued pre-trial motions, prepared and conducted discovery, analyzed and prepared defense strategy in criminal cases, facilitated plea negotiations, and conducted settlement conferences. Litigated cases before state and federal courts.
- ***Advisor & Counselor:*** Interviewed, advised, and evaluated witnesses. Assessed and evaluated cases from inception to trial. Prepared witnesses for testimony at depositions, preliminary hearings and trials.
- ***Clientele:*** Clientele was diverse and consisted of middle-class America. Worked extensively with general public concerning assorted legal issues including bankruptcy, family law, consumer finance, real estate, employment, tax, and small business.
- ***Legal Research:*** Conducted legal research and drafted complaints, memoranda of law, briefs, interrogatories, and other pleadings. Researched, drafted, and litigated pre-trial and post-trial motions.

Attorney

DADE COUNTY STATE ATTORNEY'S OFFICE

Miami, Florida — Aug. 1997 – Oct. 2000

- ***General Practice Law:*** Given broad autonomy and discretion. Facilitated filing decisions and handled case from inception to culmination at trial. Served as an "A" level trial attorney who

prosecuted 1st Degree Felonies including Attempted Murders, Armed Robberies, and Sexual Batteries.

- ***Litigation:*** Conducted more than 25 Jury trials. Prepared and argued pre-trial motions, prepared and conducted discovery, analyzed and preempted defense strategy, conducted plea negotiations, and conducted trials. Represented State in criminal matters, appeals, post-conviction and collateral review.
- ***Management:*** Served as *Former Division Chief for Juvenile Division* and in charge of supervising and training Attorneys in law and procedures. Delegated responsibilities and supervised job performances. Managed all cases involving juveniles who were charged with sexual offenses, serious habitual offenders and issues of competency. Was formerly assigned to the *Domestic Violence Unit, Specialized Unit.*
- ***Advisor & Counselor:*** Advised and counseled witnesses, civilians, and police agencies regarding criminal procedure. Prepared witnesses for testimony at depositions, preliminary hearings and trials. Tried cases before State Circuit Courts, filed briefs, and made oral arguments before Court of Appeals on post-conviction and collateral review.
- ***Community Relations:*** Consistently built and nurtured professional relationships in the community due to extensive interaction between individuals, agencies, and businesses, and due to strong communication skills.

Community Affiliations

Member Bethel A.M.E. Church; Women's Missionary Society; Jack and Jill of America, Inc. Immediate Past President; ReadyKids Reading Pals; Founder of Edith Stewart Scholarship

JOHN B. TRAWICK

BOARD CERTIFIED CONSTRUCTION ATTORNEY

July 25, 2023

City Hall (lobby)
222 West Main Street
Pensacola, FL 32502
Attention: City Attorney's Office

RE: Letter of Interest & Statement of Qualifications concerning Special Magistrate Position

To Whom It May Concern;

I write to express my interest in the position of *Special Magistrate* for the City of Pensacola. I am currently serving as Special Magistrate for the Escambia County Code Enforcement Division, and I have continuously held this position for the past ten (10) years. Attached hereto is my resume. Also attached hereto are two orders that I recently authored in my role as Special Magistrate for Escambia County Code Enforcement.

Thank you for your consideration.

Sincerely,

John B. Trawick

PHONE
850-476-0495

ADDRESS
3298 Summit Blvd., Suite 5
Pensacola, Florida 32503

EMAIL
john@jbtrawicklaw.com

John B. Trawick

John B. Trawick, PLLC
3298 Summit Blvd., Suite 5
Pensacola, FL 32503
850-476-0495
john@jbtrawicklaw.com

- EDUCATION
  - Tulane University, B.A. 1991
  - Cumberland School of Law, Samford University, J.D. 1995

- EMPLOYMENT HISTORY
  - Shell, Fleming, Davis & Menge, *Associate and Partner*, 1995-2007
  - McDonald Fleming & Moorehead, *Partner*, 2007-2012
  - Coastal Association Law Group, *Partner*, 2012-2017
  - John B. Trawick, PLLC, *Managing Member*, 2017-Present

- BAR MEMBERSHIP
  - Florida Bar, 1995-Present
  - U.S. District Court, Northern District, 2000-Present
  - U.S. District Court, Middle District, 2006-Present
  - U.S. District Court, Southern District, 2006-Present
  - 11th Circuit Court of Appeals, 2000-Present

- CERTIFICATIONS / ACHIEVEMENTS
  - Board Certified Expert in Construction Law by The Florida Bar, 2007-Present
  - Rated "AV Preeminent" (highest rating) by Martindale Hubbell, 2013-Present
  - Florida SuperLawyers, Construction Law, 2013-Present

- RELEVANT EXPERIENCE

  For 28 years, I have represented clients throughout Northwest Florida in legal matters involving construction law, real estate law, commercial law, business law, and condominium law. My clients include individuals, businesses, banks, community associations, government entities, and public utilities. Since 2012, I have served as Special Magistrate for the Escambia County Code Enforcement Division. I have presided over thousands of county code enforcement hearings concerning all types of violations and all types of properties.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00620 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PUBLIC HEARING: TO CONSIDER ADOPTION OF AN INVENTORY LIST OF CITY OWNED REAL PROPERTY APPROPRIATE FOR AFFORDABLE HOUSING

RECOMMENDATION:

That City Council conduct a public hearing on September 14, 2023, to consider adoption of an inventory list of City owned real property appropriate for affordable housing.

HEARING REQUIRED: Public

SUMMARY:

In accordance with amendments made by the "Live Local Act" to Florida Statute 166.0451 (1), each municipality, by October 1, 2023, and every three years thereafter, shall prepare an inventory list of all real property within its jurisdiction owned by the municipality and any dependent special district within its boundaries that is appropriate for use as affordable housing. Over several months, city staff in conjunction with the Escambia Pensacola Affordable Housing Advisory Committee completed a review of city owned parcels and prepared an inventory list. The following criteria was used to establish the list: City owned vacant parcel located within the city limits; the parcel has vested development rights based on the property being buildable; and the parcel is located on an existing paved or city maintained street.

The inventory list must be reviewed by City Council at a public hearing and may be revised by Council at the conclusion of the public hearing. The inventory list shall be adopted by Resolution at the conclusion of the public hearing. A property does not have to be identified on the inventory list to be used for affordable housing. The inventory list will be made publicly available on the city's website by October 1, 2023. The public hearing was advertised in the Pensacola News Journal on Friday, August 18, 2023.

In 2008, City Council adopted an inventory list of City Owned Real Property Appropriate for Affordable Housing consisting of four parcels. Since then, two parcels from the original list; 400 Block of W. Gadsden Street and 2420 N. 7th Avenue, have been developed for affordable housing. Upon further review, it was determined a large utility easement bisected the parcel located at 4600 Block of Baywoods Drive making this parcel not appropriate for development. On May 27, 2021, City Council voted not to surplus or dispose of the parcel located on Randwick Road, so the parcel could

continue to provide neighborhood access to Camelot Park.

PRIOR ACTION:

April 24, 2008 - City Council approved a list of city-owned real property appropriate for affordable housing by adoption of Resolution No. 08-08.

FUNDING:

N/A

FINANCIAL IMPACT:

The inventory list must be adopted by October 1, 2023, to remain eligible to receive State Housing Initiative Program (SHIP) funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/22/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Marcie Whitaker, Housing Director

ATTACHMENTS:

1) Inventory List of City Owned Real Property Appropriate for Affordable Housing
2) Inventory List Location Maps
3) Status 2008 Inventory List of City Owned Real Property Appropriate for Affordable Housing
4) Escambia Pensacola Affordable Housing Advisory Committee Minutes - August 1, 2023

PRESENTATION: No

Inventory List of City Owned Real Property
Appropriate for Affordable Housing
September 2023

Number	Parcel Number	Legal Description	Address	Vacant/Improved	Size
1	00 0S 00 9003 001 462	LT 462 AND 12 FT OF LOT 463 LOTS ON W SIDE OF SPRING ST OLD CITY TRACT ALSO VACATED SPRING ST OR NO 8 CA 96	113 N. Spring Street	Vacant	60 X 125
2	00 0S 00 9050 009 504	LTS 9 TO 13AND N 10 FT OF ALLEY ADJOINING SD LTS NORTH HILLS HIGHLAND BLK 54 PLAT DB 62 P 244 VACATED BY ORDINANCE NUMBER 60-80, ANDRECORDED INO.R. BOOK 1519AT PAGE 241	900 Blk W. Blount Street	Vacant	150 x 150
3	00 0S 00 9020 180 146	LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 8890 P 661 CA 62	2700 Blk Dr. Martin Luther King Jr.	Vacant	125 x 180


113 N Spring St
W GREGORY ST
N BARCELONA ST
W CHASE ST
0
85
170 Feet
This map was prepared by the GIS section of the City of Pensacola 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.
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PENSACOLA
FLORIDA'S FIRST & FUTURE



This map was prepared by the GIS section of the City of Pensacola 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.

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PENSACOLA
FLORIDA'S FIRST & FUTURE


2700 Blk Dr Martin Luther King Jr Dr
CRESCENT DR
INTERSTATE 110
E FISHER ST
E FISHER ST
INTERSTATE 110
N HAYNE ST
DR MARTIN LUTHER KING JR DR
E CROSS ST
E HATTON ST
0
85
170 Feet
This map was prepared by the GIS section of the City of Pensacola 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.
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PENSACOLA
FLORIDA'S FIRST & FUTURE

Status
Inventory List of City Owned Real Property
Appropriate for Affordable Housing
April 2008

Number	Parcel Number	Legal Description	Address	Vacant/Improved	Size	Location	Status
1	00 0S 00 9010 300 028	Lot 30 Block 28 Belmont Tract	400 Block W. Gadsden Street	Vacant	30 x150	Near Devillers	Developed
2	07 1S 29 2001 007 002	Lot 7 Block B Stanford Place S/D	Randwick Road	Vacant	100 x200	S/D lot adjacent to a Park	Council Action use for access to existing park
3	00 0S 00 9020 043 090	Part of Lot 4 Block 90 East King Tract	2420 N 7th Ave.	Vacant	40 x70	Corner of Scott and & 7th	Developed
4	09 1S 29 1200 000 025	Block Y Baywoods Unit 1 S/D	4600 Block Baywoods Drive	Vacant (left over piece of ROW)	105 x 97	Surrounded by single family dwellings	Not appropriate EUCA easement

ESCAMBIA-PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

MEETING MINUTES

August 01, 2023

The Escambia-Pensacola Affordable Housing Advisory Committee (AHAC) held a regularly scheduled monthly meeting in the Whibbs Conference Room, 1st Floor of Pensacola City Hall, 222 West Main Street, Pensacola, Florida on August 01, 2023 at 9:00 AM.

Committee members present: Ed Brown, Laura Gilmore, Brenton Goodman, Deborah Mays, Maya Moss, Crystal Scott, and Pensacola City Council President Delarian Wiggins (virtual)

Committee members absent: Escambia County Commissioner Lumon May, and Paul Ritz (excused)

Staff members present: Timothy Evans, Escambia County Neighborhood Enterprise Division (NED); Clara Long, Escambia County Neighborhood and Human Services Department Director; Marcie Whitaker, Director of City of Pensacola Housing Department, Tracy Pickens, City of Pensacola Housing Department

Call to Order, Welcome, and Roll Call

Chairwoman Crystal Scott called the meeting to order at 9:00 am. The Chair recognized the presence of a quorum for the meeting. She also stated that Paul Ritz had requested his absence from the August monthly meeting be excused, and the Chair asked for such a motion. Laura Gilmore made the motion to excuse the absence of Paul Ritz. The motion was seconded by Brenton Goodman and was passed unanimously.

The Chair asked for confirmation that appropriate public notice had been made in advance of the day's meeting. Mrs. Whitaker confirmed publication on the City of Pensacola website. Mr. Evans also confirmed publication on the County's website, as well as the Sun Press news publication.

Next the Chair asked for a motion to approve the Minutes of the July meeting. Laura Gilmore made the motion, and it was seconded by Deborah Mays. The motion passed unanimously.

Old Business

1. Tim Evans stated that the County Commission has requested that the staff of the Neighborhood Enterprise Division review applications submitted of those interested in serving on the AHAC and provide more detailed information to the Commissioners at an August meeting for confirming new member(s).
2. Mr. Evans also confirmed that the County was working diligently to comply with the State's requirement for making a list of potential property for affordable development available for public review by October (from the ***Live Local*** Act). The review involves several County Departments to sort through and review and refine the list before it's made final. There was a question asked about what makes a parcel 'appropriate' for affordable housing. Clara Long responded, stating if the property is not needed by any Department of the County, is large enough to accommodate a housing unit, and is accessible (not 'land locked'), that it would be deemed appropriate for development. There was a request for the County's Assistant Administrator who is over Property/Real Estate for the County be invited to a future meeting.
3. Evans then relayed that, following some conversation between the Neighborhood and Human Services Department of the County and the Development Services Department regarding the County's consideration of accepting 'Appendix Q' into the County's Land Development Code (LDC). The issue had been presented to the BCC previously but did not have sufficient support

of the Commission to be accepted. Development Services stated that they do not currently have plans to reintroduce the issue to the Commission.

New Business

1. Moving to New Business, Marcie Whitaker stated that the next City Council meeting will confirm the appointment of City Council member to serve on the AHAC.
2. She also had distributed a listing of the City's available Property for affordable housing development. The parcels which the City has identified, incompliance with SB102 requirements are 113 N. Spring Street, 900 Block of West Blount Street, and the 2700 Block of Dr. Martin Luther King, Jr. Boulevard. The City's list is prospective, as it has not yet been approved by the City Council. A motion to approve the City's list of available property was made by Laura Gilmore and seconded by Brenton Goodman. The motion passed unanimously.
3. Lastly, Mrs. Whitaker announced that at the next AHAC meeting we anticipate as guest speaker, Mr. Kody Glazer, General Counsel for the Florida Housing Coalition. He will speak to, and answer questions regarding Community Land Trusts, the recently enacted ***Live Local*** Act, as well as general questions about the services and support available from the Florida Housing Coalition. She encouraged Committee members to come with questions. In anticipation of an information filled meeting, Ed Brown made a motion to extend the September meeting from 60 minutes to 90 minutes, to maximize the benefit of the visit of Mr. Glazer. Deborah Mays seconded the motion and it passed unopposed.

Public Comment

Sam Young, the CEO of Pensacola Habitat for Humanity rose for public comment. He stated his frustration over the County's process for accessing property and anticipated that through compliance with the ***Live Local*** Act many of the issues which currently cloud the process will be readdressed. He also recognized Commissioner May of County Commission District 3 for his commitment to address the need for affordable/attainable housing throughout the County.

Announcements

The Chair thanked the Committee members for their dedication to the work of the Advisory Committee. Marcie Whitaker reminded everyone that the meeting next month will have a Subject Matter Expert available in Kody Glazer. The Committee should make the most of the opportunity to get answers to questions focused on the legal issues of affordable housing development within the State of Florida, including the new ***Live Local*** Act.

Adjournment:

There being no further speakers, the Chair adjourned the meeting at 10:00 a.m.

Submitted by Timothy Evans

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-059 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2023-059 - ADOPTING AN INVENTORY LIST OF CITY OWNED REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING

RECOMMENDATION:

That City Council adopt Resolution No. 2023-059:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ADOPTING AN INVENTORY LIST OF CITY OWNED REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

In accordance with Section 166.0451 (1) Florida Statute, as amended by the “Live Local Act”, specifically pages 21 and 22 of the Act, by October 1, 2023, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing. The inventory list must include the address and legal description of each property and specify whether the property is vacant or improved. The Act revised the existing timeframe for establishing the list and expanded the list to include properties owned by dependent special districts.

The inventory list is to be reviewed by the governing body at a public hearing and adopted by resolution following the public hearing. The inventory list must be made publicly available on the jurisdiction’s website. Properties identified on the list may be used for affordable housing through a long term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternately, the city or special district may make the property available for use for the production and preservation of permanent affordable housing.

The inventory list was prepared in cooperation with the Housing Department, Community Redevelopment Agency, Property Lease Manager, and the Escambia Pensacola Affordable Housing Advisory Committee. Three parcels have been identified and presented in Exhibit A to the Resolution as appropriate for affordable housing. On August 1, 2023, the Escambia Pensacola Affordable Housing Advisory Committee recommended adoption of the inventory list in a 6 to 0 vote.

PRIOR ACTION:

April 24, 2008 - City Council approved a list of city owned real property for affordable housing by adoption of Resolution No. 08-08.

FUNDING:

N/A

FINANCIAL IMPACT:

The inventory list must be adopted by October 1, 2023, to remain eligible to receive State Housing Initiative Program (SHIP) funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/22/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Marcie Whitaker, Housing Director

ATTACHMENTS:

1) Resolution No 2023-059
2) Summary Senate Bill 102 Disposition of municipal property for affordable housing
3) Florida Statute 166.0451 Disposition of municipal property for affordable housing

PRESENTATION: No

RESOLUTION
NO. 2023-059

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ADOPTING AN INVENTORY LIST OF CITY OWNED REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.0451(1), as amended by the "Live Local Act", provides that by October 1, 2023, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within the jurisdiction to which the municipally or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing; and

WHEREAS, Florida Statute 166.0451(1), as amended, further provides that the City Council must review the inventory list at a public hearing and may revise the list at the conclusion of the public hearing and shall adopt a resolution that includes an inventory list of such property following the public hearing; and

WHEREAS, Florida Statue 166.0451(1), as amended, further provides that each municipality shall make the inventory list publicly available on its website to encourage potential development; and

WHEREAS, Florida Statue 166.0451(2), as amended, provides that the property identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternately, the municipality or special district may make the property available for use for the production and preservation of permanent affordable housing.

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

SECTION 1. That the property described on "Exhibit A", attached hereto and by reference made part hereof, shall be designated as the City of Pensacola inventory list of city owned real property appropriate for use as affordable housing in accordance with the requirements and provisions of Section 166.0451 Florida Statutes, as amended.

SECTION 2: This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Exhibit A to Resolution
Adopting an Inventory List of City Owned Real Property
Appropriate for Use as Affordable Housing

No.	Parcel Number	Legal Description	Address	Vacant/Improved	Size
1	00 0S 00 9003 001 462	LT 462 AND 12 FT OF LOT 463 LOTS ON W SIDE OF SPRING ST OLD CITY TRACT ALSO VACATED SPRING ST OR NO 8 CA 96	113 N. Spring Street	Vacant	60 X 125
2	00 0S 00 9050 009 504	LTS 9 TO 13 AND N 10 FT OF ALLEY ADJOINING SD LTS NORTH HILSS HIGHLAND BLK 54 PLAT DB 62 P 244 VACATED BY ORDINANCE NUMBER 60-80, AND RECORDED IN O.R. BOOK 1519 AT PAGE 241	900 Blk W. Blount Street	Vacant	150 x 150
3	00 0S 00 9020 180 146	LT 18 19 20 21 22 & 23 BLK 146	2700 Blk Dr. Martin Luther King Jr.	Vacant	125 x 180

		EAST KING TRACT OR 8890 P 661 CA 62			

Senate Bill 102 Summary of Disposition of municipal property for affordable housing

The bill (Chapter 2023-17, L.O.F.), cited as the "Live Local Act," makes various changes and additions to affordable housing related programs and policies at both the state and local level.

Much of the bill involves the Florida Housing Finance Corporation (FHFC), a public-private entity that administers the two largest statewide affordable housing programs: the State Apartment Incentive Loan (SAIL) program and the State Housing Initiatives Partnership (SHIP) program.

The following changes were made to Florida Statute 166.0451 (1) the disposition of municipal property for affordable housing. Presented on pages 21 and 22 of the Act:

- Requires counties and cities to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.

section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~

used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-

West's Florida Statutes Annotated
Title XII. Municipalities (Chapters 165-185)
Chapter 166. Municipalities (Refs & Annos)
Part I. General Provisions

West's F.S.A. § 166.0451

166.0451. Disposition of municipal property for affordable housing

Effective: July 1, 2023

Currentness

(1) By October 1, 2023, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

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(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Credits

Added by Laws 2006, c. 2006-69, § 4, eff. July 1, 2006. Amended by Laws 2023, c. 2023-17, § 7, eff. July 1, 2023.

West's F. S. A. § 166.0451, FL ST § 166.0451
Current with laws, joint and concurrent resolutions and memorials through July 4, 2023, in effect from the 2023 Special B Session and the 2023 first regular session. Some statute sections may be more current, see credits for details. The statutes are subject to change as determined by the Florida Revisor of Statutes. (These changes will be incorporated later this year.)

End of Document

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00642 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Several modifications are being made to the Plan in order to reflect expiring COVID-19 waivers, to expand access to the program to include the Foster Youth to Independence program, to incorporate updated HUD regulations and guidance, and to reflect post-COVID policies and procedures. A summary of plan modifications are as follows:

- Section 1.3: New section on Foster Youth to Independence Initiative
- Section 3.4: Additional information added regarding the Violence Against Women Act (VAWA)
- Section 3.14: Clarified policies regarding live-in aides
- Section 5: Minor revisions to reflect post-COVID policies and procedures
- Sections 5.7 & 10.15: Added information on homeless admittance preferences and homeless verifications.
- Section 6: Minor revisions to reflect current HUD regulations regarding Project Based Vouchers
- Section 9.3.4: Revisions to incorporate current HUD regulations and PIH Notice guidance regarding decreasing payment standards.
- Sections 10.4 & 11.5: Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool and process for using report

- Sections 10.5,10.9, & 16.1.4: Updated to reflect current HUD guidance regarding asset verifications
- Section 13: Minor revisions throughout to reflect post-COVID policies and procedures
- Section 13.11: New verbiage regarding emergency fail items for units requiring carbon monoxide detection per HUD requirements
- Section 13.12.5: New section for procedures when a report is received for children under 6 with elevated blood lead levels residing in assisted units.
- Section 16. Minor revisions to reflect post-COVID policies and procedures
- Section 17.6: Added section on voucher bifurcation under VAWA or other circumstances
- Section 23.2.1 & Appendix 1: Deleted references to the EIV Income Discrepancy Report, which HUD has replaced

Both clean and redline copies of the Administrative Plan are provided for Council review.

PRIOR ACTION:

December 16, 2021 - City Council Plan Amendment approval to include use of Emergency Housing Vouchers and to adopt COVID-19 waivers

February 24, 2022- City Council Plan Amendment approval to allow use of special housing types.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/24/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Marcie Whitaker, Housing Director

ATTACHMENTS:

1) HCV Administrative Plan
2) HCV Administrative Plan REDLINE VERSION

PRESENTATION: No

Administrative Plan
for the
Pensacola Housing Department
Housing Choice Voucher Program

September 2023

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

Notice

This Administrative Plan was most recently approved by Pensacola City Council on September XX, 2023.

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

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

Revision History

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1.0 Program Overview

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

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

1.1 Goals of the Pensacola Housing Department

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

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

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

1.2 Summary of the HCV Program

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

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

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

1.3 Special Purpose Voucher Programs

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

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

1.3.1 HCV Homeownership Program

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

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

1.3.2 Foster Youth to Independence (FYI) Program

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

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

1.3.2.2 Partnering Agencies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.2.6 PHA Eligibility Determination [FYI FAQs]

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

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

1.3.2.7 Lease Up

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

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

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

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

1.3.2.8 Turnover [FYI FAQs]

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

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

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

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

1.3.2.10 Extension of Assistance

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

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

1.3.2.11 Verification Prior to Annual Reexam

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

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

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

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

1.3.2.12 Termination of Assistance for Failure to Meet Conditions

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

1.3.2.13 Termination of Assistance [FYI FAQs]

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

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

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

1.3.2.14 Portability [FYI FAQs]

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

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

1.3.2.15 Project-Basing FYI Vouchers [FYI FAQs]

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

1.4 Purpose of the Administrative Plan

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

1.5 Adherence to the PHA Plan

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

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

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

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

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

1.6 Funding of Operating Expenses

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

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

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

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

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

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

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

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

Pensacola Housing utilized the following waivers:

- Self-certification of a participant's income was allowed for both annual recertifications and interim exams. Program participants and landlords were not required to complete the Request for Tenancy Continuation (RTC) form.

- The mandatory Enterprise Income Verification (EIV) requirements were waived; however, Pensacola Housing continued to utilize EIV Family Income Reports and agency reports to the extent practicable.

- For waiting list openings and closures, HUD providing alternative public notice methods, to include a voicemail message on the PHA general information telephone number and through the PHA website. (Note: Pensacola Housing's waiting list did not close during the HUD waiver period.)

- Timeframes to complete biennial inspections were extended for families impacted by the COVID-19 pandemic. All delayed biennial inspections will be completed as soon as reasonably possible but no later than one year after the date the biennial inspection would have been required absent the waiver. Pensacola Housing may rely on the owner's certification that no life-threatening conditions exist in the unit. Delayed biennial inspections must be conducted as soon as reasonably possible but no later December 31, 2022.

- Reasonable alternative methods to confirm that repairs were completed, to include photographs and other documentation, were permitted for deficiencies cited during New Unit, Annual, Biennial, Tenant Request, Owner Request, and Special Request Inspections.

- Housing Quality Standard Quality Control Inspections were suspended through October 1, 2021.

- Maximum occupancy standards were waived if household composition for an assisted family changed because of the COVID-19 emergency.

- The requirement to formally adopt revisions to the Section 8 HCV program Administrative Plan was waived through December 31, 2021.

- The requirement to conduct an oral Eligibility Briefing was waived. Eligibility Briefings were conducted by issuing an expanded information packet.

- Upon request, Pensacola Housing extended the term of applicant and participant vouchers in 30-day increments.

- Up to 120 days was permitted for the execution of a Housing Assistance Payment Contract.

- Participants were permitted to be absent from the assisted unit beyond 180 days for extenuating circumstances such as hospitalization, extended stays at nursing homes, or caring for family members, without requiring termination of the HAP contract.

- For families reaching self-sufficiency, the Housing Assistance Payment contract could be extended beyond the 180 day automatic termination date.

- Pensacola Housing had the option to apply an increased payment standard to calculate the monthly housing assistance payment for a family at any time, without being required to wait until the family's annual reexamination date. (Pensacola Housing utilized this waiver program-wide on July 1, 2020.)

- A delay in reviewing and updating the utility allowance schedules was permitted, as long as it was completed on or before December 31, 2021. (Pensacola Housing adopted new utility allowance schedules on December 1, 2020 and again on December 1, 2021.)

1.8 Emergency Housing Voucher (EHV) Service Fees

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

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

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

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

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

1. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance.

2. Aid households in addressing barriers.

3. Coordinate with the Housing Department to ensure appointment notifications are received and appointments kept by eligible individuals and families.

4. Assist eligible households to obtain and complete documents for participation in the EHV Program.

5. Provide housing search assistance, to include transportation, for eligible individuals and families.

6. Provide counseling on compliance with rental lease requirements.

7. Assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, obtaining identification, and addressing other barriers encountered by the applicants.

8. Assess and refer individuals and families to benefits and supportive services, where applicable.

9. Designate and maintain a lead EHV liaison to communicate with the Housing Department.

10. Refer eligible individuals and families to the Housing Department using the coordinated entry system.

11. Attend EHV participant briefings when needed.

12. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.

13. Assure and make available supportive services to the EHV families, where desired.

14. Assist individuals and families with moving expenses when they initially lease a unit, if required.

15. Assist individuals and families with the cost of acquiring essential household items such as tableware, bedding, and basic furnishings.

2.0 Applicant Eligibility

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

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

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

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

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

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

The eligibility criteria are defined further below.

2.1 Definition of Family

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

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

2.2 Definition of Disabled Person

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

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

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

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

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

2.3 Definition of Head of Household

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

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

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

2.4 Spouse of Head of Household

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

2.5 Co-Head of Household

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

2.6 Live-In Aide

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

2.7 Multiple Families in the Same Household

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

2.8 Joint Custody of Children

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

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

2.9 Eligibility of Students

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

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

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

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

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

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

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

2.10 Income Eligibility

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

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

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

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

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

2.11 Income Eligibility for Families Exercising Portability

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

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

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

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

2.12 Mandatory Social Security Numbers

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

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

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

2.13 Exemptions from Social Security Number Disclosure

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

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

2.14 Citizenship/Eligible Non-Citizen Status

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

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

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

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

2.14.1 Mixed Families

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

2.14.2 Ineligible Families

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

2.14.3 Appeals

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

2.15 Criminal History Requirements [24 CFR 982.553]

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

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

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

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

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

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

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

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

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

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

2.16 Consent Authorization Forms

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

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

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

2.17 HUD-Required Denial for Failure to Submit Consent Forms

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

2.18 Other Requirements

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

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

2.19 Screening for Port-In Families

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

2.20 Notice of Standards to Applicants and Participants

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

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

2.21 Notice to Owners Regarding Additional Tenant Screening

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

2.22 Information Provided to Owners

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

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

- The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

3.0 Fair Housing and Equal Opportunity

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

3.1 Affirmatively Furthering Fair Housing

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

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

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

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

3.2 Assistance to Families Claiming Discrimination

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

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

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

3.3 Role of Advocates and Translators

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

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

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

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

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

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

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

3.4 The Violence Against Women Act (VAWA)

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

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

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

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

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

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

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

3.5 Accessibility to Persons with Disabilities

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

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

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

3.6 Reasonable Accommodation Policy

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

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

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

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

3.7 Different Treatment Only on Request

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

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

3.8 Identifying and Responding to Requests for Accommodation

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

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

3.9 Verification of the Presence of a Disability

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

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

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

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

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

3.10 Undue Administrative or Financial Burden

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

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

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

3.11 Responding to a Request for Accommodation

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

3.12 Appeal of Denial for an Accommodation

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

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

3.13 Exception Payment Standards as a Reasonable Accommodation

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

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

3.14 Policy on Live-In Aides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.15 Alternate Forms of Communication

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

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

3.16 Services for Non-English Speaking Applicants and Participants

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

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

3.17 Reasonable Accommodation or Modification Requests to Landlords

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

4.0 Responsibilities and Obligations

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

4.1 Pensacola Housing Department Responsibilities

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

In administering the program, Pensacola Housing must:

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

In addition, Pensacola Housing shall:

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

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

4.2 Owner Responsibilities

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

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

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

4.3 Family Obligations

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

4.3.1. Supply Required Information

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

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

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

4.3.2 Comply with HQS

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

4.3.3 Occupy and Properly Use the Unit

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

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

4.3.4 Report Absences from the Unit

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

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

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

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

4.3.5 Comply with the Visitor Policy

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

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

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

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

4.3.6 Other Family Obligations

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

4.3.7 Repayment Agreements

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

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

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

5.0 The Application and Voucher Issuance Process

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

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

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

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

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

5.1 Reasonable Accommodation during the Application Process

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

5.2 Managing the Waiting List

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

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

5.2.1 Organization of the Waiting List

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

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

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

5.3 Closing and Opening the Waiting List

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

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

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

5.4 Taking Applications

Note: The application process may change with notice.

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

5.4.1 Phone Applications

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

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

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

5.5 Families Nearing the Top of the Waiting List

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

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

5.6 Waiting List Admissions and Special Admissions

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

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

5.7 Preferences

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

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

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

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

5.8 Income Set Asides

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

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

5.9 Auditing and Purging the Waiting List

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

5.10 Setting Applicants on the Waiting List to Inactive

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

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

5.11 Intake

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

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

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

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

5.12 Pre-Certification for Persons with Disabilities

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

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

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

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

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

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

5.13 Eligibility Briefing

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

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

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

The briefing will cover at least the following subjects:

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

5.14 Eligibility Packet

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

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

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

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

5.15 Issuance of Voucher

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

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

5.16 Term of the Voucher

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

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

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

5.17 Missed Appointments

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

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

5.18 Grounds for Denial

Pensacola Housing will deny assistance to applicants who:

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

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

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

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

5.19 Notification of Negative Actions / Informal Reviews

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

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

6.0 HCV Project-Based Program

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

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

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

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

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

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

6.1 Project Selection Criteria

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

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

a) Young adults aging out of foster care;
b) People with mental and/or developmental disabilities;
c) People with physical and/or sensory disabilities;
d) Domestic violence survivors; and
e) Recent immigrants for whom language is a barrier to utilizing the tenant-based program.

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

6.2 Eligible Owners of Project-Based Housing

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

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

6.3 Project Selection Processes

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

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

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

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

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

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

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

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

6.4 Payment Standards / Rent Reasonableness

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

6.5 Utility Estimate Schedule

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

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

6.6 Uses of Subsidy

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

6.7 Contract Term

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

6.8 Requests for Rent Increases

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

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

6.9 Vacancy Loss Payments

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

6.10 Reconciliations

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

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

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

6.11 Damage Claims

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

6.12 Family Right to Move [24 CFR 983.261]

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

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

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

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

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

6.13 Tenant-Based Vouchers and Maximum Occupancy Standards

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

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

6.14 Tenant Selection: Waiting Lists

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

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

6.15 Lease Terms for Residents of Project-Based Properties

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

6.16 Eligible Lease-Up Date / No Duplicate Subsidy

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

6.17 Occupancy Standards for Project-Based Properties

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

6.18 Tenant Selection: Admissions Criteria

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

6.18.1 Criminal History

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

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

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

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

6.18.2 Other Criteria for Admission

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

6.18.3 Debt Owed to Pensacola Housing or Another PHA

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

6.19 HQS and Inspections

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

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

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

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

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

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

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

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

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

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

6.20 Rent Calculations for Tenants

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

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

6.20.1 Treatment of Medicaid

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

6.21 Unit Transfers

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

6.22 Release of Health-Related Information

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

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

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

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

6.24 HAP Contract Language Takes Precedence

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

7.0 Subsidy Standards and Occupancy Standards

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

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

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

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

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

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

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

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

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

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

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

7.1.1 One-bedroom Households

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

- 1 adult
- 2 adults (spouses or cohabitants)

7.1.2 Two-bedroom Households

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

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

7.1.3 Three-bedroom Households

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

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

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

7.1.4 Four-bedroom Households

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4 Pensacola Housing Errors

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

7.5 Changes to Household Composition

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

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

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

7.6 Under-housed and Over-housed Families

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

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

8.0 TTP, Family Share, and Tenant Rent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HUD authorizes the following mandatory deductions from annual income:

1. **Dependent allowance**: $480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled. The head of household, co-head or spouse, foster children, and foster adults are not eligible for the dependent allowance.
2. **Elderly/disabled household allowance**: $400 per family for families whose head, co-head or spouse is 62 or over or disabled.
3. **Child care allowance**: Reasonable unreimbursed child care expenses for the care of children age 12 and under, including foster children, may be deducted from earned income if they enable an adult household member to work, to attend school, or to actively seek employment. The child care allowance cannot exceed the income earned by the family member who is able to work because of the expense.
4. **Medical expense allowance**: Elderly and disabled households may present unreimbursed, out of pocket medical expenses anticipated to be incurred during the 12 months following the initial lease up or annual recertification. Medical expenses for all family members, not just the elderly or disabled persons, may be included in this calculation. Pensacola Housing estimates these expenses by reviewing the elderly/disabled family's out of pocket medical expenses for the 12 months prior to the review. After calculating the expenses, Pensacola Housing will deduct any amount in excess of three percent of the gross annual family income.
   Note: If the family is also eligible for a disability expense allowance, the three percent calculation is only applied one time, not to both types of allowances individually.
5. **Disability expense allowance**: Families that include one or more disabled persons are entitled to a deduction for unreimbursed expenses, including care attendants and auxiliary apparatus, that enable any family member 18 years of age or older to be employed. The family member who is employed may be the disabled person requiring the expense, or a different family member. This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds three percent of gross annual family income. Note that if the family is also eligible for a medical expense allowance, the three percent calculation is only applied one time,

not to both types of allowances individually. In addition, the disability expense allowance cannot exceed the income earned by the family member who is able to work because of the expense.

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

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

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

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for Temporary Assistance for Needy Families (TANF), provided that the total amount over a six-month period is at least $500.00.

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

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

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

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

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

8.2.1 Initial 12-Month Exclusion

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

8.2.2 Second 12 Month Phase-in Exclusion

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

8.2.3 Maximum Exclusion Period

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

8.2.4 Applicability to Child Care and Disability Assistance Expense Allowances

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

8.2.5 Tracking the Earned Income Exclusion

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

1. Date the increase in earned income took effect and date it was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (that is, the amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed (if any) during the initial 12-month period of exclusion;

7. Date the family member has received a total of 12 months of the initial exclusion;
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 24-month disallowance period (or, for increases in earned income that took effect prior to April 7, 2016, ending date of the 48-month disallowance period that was permitted at that time).

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

8.2.6 Inapplicability at Admission

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

8.3 Minimum Rent [24 CFR 5.630]

Pensacola Housing has established a minimum rent of $50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and means that Pensacola Housing expects program participants to pay a minimum of $50 toward utilities and/or rent.

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

8.3.1 Hardship Waivers for Minimum Rents

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

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

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

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

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

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

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

For clients with variable income, PHAs may either average known sources of income that vary over time to compute an accurate annual income, or annualize the current income during the annual review, then later conduct an interim reexamination when income changes. The latter policy, however, can lead to a need for excessive interim adjustments.

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

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

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

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

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

8.4.1 Overtime and Bonuses

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

8.5 Minimum Income / Zero Reported Income

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.9.1 Prospective Calculation Methodology

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

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

For annuals:

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

For interims:

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

8.9.2 Retroactive Calculation Methodology

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

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

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

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

8.9.3 Attorney Fees

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

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

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

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

8.11 Retirement Accounts and Pension Funds

Company retirement/pension funds are handled as follows:

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

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

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

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

9.0 Utility Estimate Schedule and Payment Standards

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

9.1 Utility Estimate Schedule

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

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

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

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

9.2 Utility Allowances for Contract Units

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

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

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

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

9.2.2 Hardship Waivers for Utility Estimates

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

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

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

9.3 Payment Standards

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

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

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

9.3.1 Selecting the Correct Payment Standard for a Family

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

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

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

9.3.2 Payment Standards and Tenant Rents

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

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

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

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

1. The payment standard minus the TTP; or
2. The gross rent minus the TTP.

9.3.3 Increasing Payment Standards

Pensacola Housing will review its payment standards at least annually after HUD's publication of FMRs. If FMRs have increased such that any of Pensacola Housing's payment standards have dropped below 90% of FMR, Pensacola Housing will perform a market analysis and make any necessary increases to its payment standards.

In addition, if it's determined that success rates may suffer, or that families are having to rent low-quality units, or pay more than 40% of adjusted income for rent, payment standards may be raised to the level judged necessary to alleviate these hardships.

Pensacola Housing will periodically review vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income that participant families are paying for rent under the HCV program, in evaluating its payment standards.

Before increasing payment standards, Pensacola Housing will conduct a financial feasibility analysis to ensure that even after payment standards are raised, adequate funds will continue to be available to assist families on the program.

Payment standards will not be increased solely to allow the renting of luxury quality units.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may increase while others remain unchanged.

9.3.4 Decreasing Payment Standards

If FMRs have decreased such that any of Pensacola Housing's payment standards have risen above 110% of FMR, Pensacola Housing will perform a market analysis and make any necessary decreases to its payment standards.

In addition, if success levels are projected to be high, and tenant rents are projected to be at or below 30% of adjusted income, Pensacola Housing may reduce its payment standards.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may decrease while others remain unchanged.

If a payment standard is decreased as a result of a decreased FMR, then in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and HUD Notice PIH 2018-5, Pensacola Housing will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit. However, the rent will still be subject to rent reasonableness reviews during the remainder of the assisted tenancy.

For any new HAP contract executed on behalf of the family, either because they moved to a new unit or because of a substantial change in the terms of the lease in their current unit, the new payment standard will be applied on the effective date of the new HAP contract.

9.4 Exception Payment Standards

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding eligible units to lease under the program, Pensacola Housing may request that HUD approve one or more exception payment standards for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. Exception payment standards may be requested for all or some unit sizes, and for all or some unit types. The total area covered by the requested exception payment standards may not contain more than 50% of the population of the FMR area.

If the FMR increases after an exception payment standard has been approved, the exception payment standard will remain unchanged until such time as Pensacola Housing requests, and HUD approves, a higher exception payment standard. If the FMR decreases, the exception payment standard automatically expires. In that case, for families living in exception payment standard areas, the standard payment standard will be used to calculate tenant rent starting at the family's next annual recertification.

9.5 Payment Standards for the Emergency Housing Voucher Program (EHV)

In accordance with HUD PIH Notice 2021-15, Pensacola Housing has established separate higher payment standards for the EHVs in order to increase the potential pool of available units for EHV families. Pensacola Housing will use payment standards that are 110% of FMR for this program.

9.6 Increasing Payment Standards for the EHV Program and During the HUD Waiver Period

For the EHV program, and for all rental assistance voucher programs during the COVID-19 Statutory and Regulatory Waiver period, Pensacola Housing may apply payment standard increases that occur during the HAP contract term by conducting Interim Reexaminations, rather than waiting for the participant's next regularly scheduled Annual Reexamination after the change.

10.0 Verification Procedures [24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that Pensacola Housing verify applicants' and participants' eligibility, Total Tenant Payment (TTP), and family share before initial lease up and at least annually during program participation. In order to meet this requirement, Pensacola Housing must verify the preferences, income, assets, allowable deductions, household composition, citizenship status, disability status (if applicable) and student status (if applicable) of applicant and participant families. This chapter explains Pensacola Housing's procedures and standards of verification for these items.

Pensacola Housing's verification requirements are designed to maintain program integrity. Applicants and program participants must provide true and complete information to Pensacola Housing whenever information is requested. Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Before requesting information from third-party sources, Pensacola Housing will obtain proper authorization from the family.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.1 Timeframes for Verification

At the time of initial voucher issuance, and for interim reexaminations, verifications may not be more than 60 days old.

For annual reexaminations, moving vouchers, and port vouchers, upfront verification may not be more than 120 days old, and participant-supplied verification documents must be current within 90 days of the recertification letter.

10.2 Methods of Verification [Notice PIH 2017-12]

Pensacola Housing will verify information through the methods of verification acceptable to HUD, in the following order:

1. Upfront income verification via HUD's Enterprise Income Verification (EIV) system;
2. Upfront income verification using non-HUD system;
3. Original or authentic third-party written document;
4. Third-party written verification form;
5. Third-party verbal verification;
6. Self-certification/self-declaration.

Pensacola Housing will start by pursing upfront sources of verification. If upfront verification isn't available, Pensacola Housing will ask the applicant or participant for original third-party documents. If original third-party documents aren't available to the applicant or participant, or aren't returned by the deadline, Pensacola Housing will contact third parties to request that they complete Pensacola Housing's written verification forms. If third-party verification forms aren't returned within 10 business days, Pensacola Housing will attempt to reach the third-party via phone for verbal verification. Finally, if third-party sources won't provide verbal verification, Pensacola Housing will ask the applicant or participant to provide a written self-declaration.

In any situation where third-party verification wasn't used, Pensacola Housing will attach an explanation to the client file explaining why.

10.2.1 Upfront Verification via EIV

HUD's EIV system is Pensacola Housing's preferred method of third-party verification whenever it is available. EIV makes integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information:

1. Social Security (SS) benefits
2. Supplemental Security Income (SSI) benefits
3. Dual Entitlement benefits
4. Medicare premium information
5. Disability status (in some cases)
6. New hire information (W-4)
7. Quarterly wages for federal and non-federal employees
8. Quarterly unemployment compensation benefits

EIV's Income Report for participants is considered independent third-party verification of participant-reported income. However, the EIV Income Report is not available to Pensacola Housing for applicants, since EIV doesn't generate an Income Report for this group. Therefore, for participants receiving sources of household income that aren't included in the EIV report and for participants who dispute the information in their EIV Report or indicate they have recent changes, Pensacola Housing must use other forms of verification.

10.2.2 Non-EIV Upfront Verification

When available, Pensacola Housing will use state or national data banks for upfront income verification. Examples include, but are not limited to, the online Child Support Enforcement database, and the Department of Children and Families' database of cash assistance payments, which is accessible by phone.

10.2.3 Third-Party Authentic Documents

In the event that upfront verification (whether EIV or non-EIV) is unavailable, disputed, or out of date, Pensacola Housing will utilize documents provided by the family as the primary source of verification, as long as the information appearing in the documents is complete.

All such documents, excluding any documents that prohibit the viewer from copying them, will be scanned and retained in the applicant/participant file.

Pensacola Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters;
4. Social Security Administration letters/printouts;
5. Veterans Administration letters/printouts;
6. City or county court letters/printouts;
7. Award letters for TANF assistance; and
8. Payment records from the Office of Child Support Enforcement.

Pensacola Housing will accept legible photocopies or faxed documents with phone confirmation by Pensacola Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after third-party documents have been accepted, and there's a discrepancy, Pensacola Housing will utilize a third-party verification form to attempt to resolve the discrepancy.

10.2.4 Third-Party Written Verification Form

When upfront verification isn't available and the applicant or participant is unable to produce original third-party documents, or if the third-party documents that were provided are insufficient or appear to be altered, then Pensacola Housing will attempt to verify information directly with third parties through the use of written verification forms.

Pensacola Housing will not delay processing of an application or review beyond 10 business days because a third-party information provider does not return verification in a timely manner.

10.2.5 Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is not available or is delayed, or when Pensacola Housing staff determines that additional verification is needed after reviewing third-party authentic documents or a third-party written verification form.

When third-party verbal verification is used, Pensacola Housing staff will originate the call. Housing staff will document the name and job title of the person contacted, the date of the conversation, and the facts provided.

10.2.6 Family Self-Declaration

As a last resort, or in situations where information cannot be verified by a third party or by review of documents, such as when a provider would charge the family for the information, the family will be required to submit a written self-declaration verifying that the information provided is accurate.

Self-declaration means a certification/statement made under penalty of perjury.

10.3 Release of Information [24 CFR 5.230]

It is a family obligation to sign consent forms and to supply information requested by Pensacola Housing or HUD. All adult household members will be required to sign Release of Information forms.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission, or termination of assistance.

10.4 Use of the EIV Income Validation Tool (IVT)Report

The EIV Income Validation Tool (IVT)Report provided by HUD, is a tool for identifying families that might have unreported or underreported their household income. This web based application provides validation of tenant reported wages, unemployment compensation, and social security benefits by displaying any discrepancies in previously reported tenant income and income reported by the Social Security Administration and the Department of Health and Human Services.

Pensacola Housing will query the EIV Income Validation Tool (IVT) for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If the family's IVT Report, or their EIV Income Report, appears to show an income discrepancy, Pensacola Housing will investigate the discrepancy and take appropriate action. Examples of appropriate actions might include conducting an Interim Reexamination, writing a debt to the tenant family, or termination of program participation, depending on the nature of the findings. It is also possible for an income discrepancy investigation to conclude that no corrective action is required.

10.5 Items to be Verified [24 CFR 982.516]

Pensacola Housing will verify the following items:

1. All income, including regular contributions and gifts;
2. Student status, including for high school students who are 18 or over;
3. Current assets, for applicants. Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification;
4. Current assets, for participants. Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.;
5.
6. Child care expenses, in situations where paying for child care allows an adult family member to be employed, to seek employment, or to further his or her education;
7. Disability status of a household member. Verification will be used only for determination of preferences, allowances or deductions;
8. Total medical expenses of all family members, in households whose head, spouse or co-head is elderly or disabled, for the purpose of determining the medical expense deduction;
9. Disability assistance expenses. Verification of this category will include only those costs associated with attendant care or auxiliary apparatus for a disabled household member, the use of which allows any adult household member, including the disabled household member, to be employed;
10. Citizenship or eligible immigrant status;
11. Social Security Numbers, for all family members who have been assigned a Social Security Number; and
12. Verification of reduction in benefits for non-compliance. Pensacola Housing will not process a reduction in tenant rent if the reduction is based on reduction of welfare benefit because of fraud or non-compliance. Before denying a family's request for such a tenant rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits were reduced for fraud or non-compliance.

10.6 Verification of Income [24 CFR 982.516]

This section defines the methods Pensacola Housing will use to verify various types of income.

10.6.1 Verifying Income Using Actual Past Income

For annual reexaminations of program participants, Pensacola Housing determines annual income based on actual past income received within the last 12 months, as defined in HUD notice PIH 2013-03.

For this verification method, "actual past income" is defined as the most recent 4 quarters' worth of income information available in the EIV system. Because the EIV Income Report provides actual earnings data verified by a third party, the program participant is not required to provide additional third-party documentation (such as pay stubs, payroll summary reports, or unemployment benefit notices) when this verification method is used.

Pensacola Housing staff will review the EIV data being used to calculate income with the participant at the annual recertification interview. If the participant reports a change in circumstances, or disputes the EIV-reported income information and is unable to provide acceptable documents to resolve the dispute, Pensacola Housing will request written third-party verification.

For example, if a program participant lost their job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, then at the participant's request Pensacola Housing will use the more recent income information provided by the participant, which will be verified using third-party documents (such as pay stubs, payroll summary reports, or unemployment benefit notices) or through written third-party verification.

For any income sources not available in the EIV Income Report, Pensacola Housing will use the verification methods described in Sections 10.6.2 through 10.6.10.

10.6.2 Employment Income

When the "actual past income" method of income verification is not available, or has been disputed by the participant, acceptable methods of verification of employment income include the following, in order of preference:

1. Wage reports from state or national data banks;
2. At least two "current and consecutive" check stubs or earning statements, which indicate the employee's name, gross pay, frequency of pay, and year-to-date earnings;
3. An employment verification form (EVF) completed by the employer;
4. Verbal confirmation of the employee's gross pay, frequency of pay, and year-to-date earnings provided over the phone to a Pensacola Housing staff member by the employer;
5. Income tax return forms for the most recent tax year; and
6. Self-declarations (accompanied by income tax returns where possible) signed by the family. Self-declarations may also be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, Pensacola Housing will require the most recent federal income tax statements.

If the applicant or participant doesn't provide documented proof of federal tax data, Pensacola Housing may attempt to obtain proof from the Internal Revenue Service (IRS) using third-party verification. Applicants and program participants may be requested to sign an authorization for release of information from the IRS for this purpose.

10.6.3 Employment Verification Forms (EVF)

Pensacola Housing's EVF asks the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Current job title and hourly pay rate; and
4. Estimated income from overtime, tips, and bonus pay.

10.6.4 Social Security, Supplementary Security Income (SSI), Disability Income, and Pensions

EIV information may be used to document the file, rather than having the subject obtain statements from the Social Security Administration.

For applicants, or for participants whose income data doesn't appear in EIV, acceptable methods of verification include the following:

1. Award or benefit notification letter prepared and signed by the providing agency; or
2. Computer report obtained online or in hard copy.

10.6.5 Unemployment Compensation

The acceptable method of verification is a benefit report obtained online or in hard copy from the unemployment office stating payment dates and amounts.

10.6.6 Welfare Payments or General Assistance

The acceptable method of verification is a computer report obtained online or in hard copy from the benefit agency stating payment dates and amounts.

10.6.7 Alimony, Palimony, and Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if none was filed with the courts, a divorce decree stating the amount and type of support and payment schedules; or

3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support; or
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (if a support agreement wasn't filed through the courts).

10.6.8 Net Income from a Business

In order to calculate income from a business, Pensacola Housing will require the family to submit a copy of their most recent tax return, if one was filed. Pensacola Housing will project annual income based on the net amount the family declares (not gross), unless there is a pattern of under-reporting income established through a review of 2 previous years' worth of IRS and financial documents.

Acceptable verification documents for business income include the following, in order of preference:

1. IRS Form 1040, including:
   a. Schedule C (Small Business);
   b. Schedule E (Rental Property Income);
   c. Schedule F (Farm Income); and
   d. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; or
4. Documents such as manifests, ledgers, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if the business has been operational for less than six months) to project income for the next 12 months. If such documents are not available at certification, the family will be advised to start maintaining them so they'll be available for future recertifications.

10.6.9 Child Care Business

If an applicant or participant is operating a child care business, income will be verified as with any other self-owned business, as described in Section 10.6.8. If the family has filed a tax return, the family will be required to provide it.

If the applicant or participant has stopped offering child care services, third-party verification will be sent to the applicant or participant's former client(s). Pensacola

Housing will also accept a letter from the client(s) verifying that the applicant or participant is no longer their child care provider.

10.6.10 Recurring Contributions

The family must furnish a written declaration containing the following information from the person or persons who provides the contributions:

1. Contact information for the person who provides the contributions;
2. The value of the contributions;
3. The regularity (dates) of the contributions; and
4. The purpose of the contributions.

10.7 Families Reporting Zero Income

Pensacola Housing will review the EIV Report for all participant families reporting zero income. If there are minors residing in the household, Pensacola Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or SSI income, Pensacola Housing will require verification of the date the benefit was terminated.

Applicant and participant families claiming to have no income may be required to complete an income interview.

Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.8 Verification of Student Status

Pensacola Housing will verify the student status of applicants and participants who declare as students, at admission and on an annual basis. When applicable, Pensacola Housing will also verify student assistance and cost of tuition and required fees.

Acceptable verification of student status includes written verification from the registrar's office or other school official that the student is enrolled during the academic quarter or semester when the family's eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status as per the standards of the institution.

If the above listed verification isn't available due to the timing of the regularly scheduled annual review, Pensacola Housing will accept any documentation from the institution that

shows the student will be enrolled fulltime and/or how many credits will be taken during the academic year.

10.8.1 Full-time Students and Earned Income

For full-time students who are working, only the first $480 of earned income will be counted toward annual family income, unless the student is the head of household, co-head, or spouse.

Financial assistance in excess of tuition costs and fees received by the student will be included in annual income. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income. Verification of the frequency and amount of funds received is required.

10.9 Verification of Assets and Asset Income [24 CFR 982.516, Notice PIH 2013-3, Notice PIH 2016-05]

Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts, to include the current interest rate. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification.

Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.

Participant families whose net family assets total less than $5,000 are only required to provide third-party verification of their assets once every three years. For other annual recertifications, self-declaration will be accepted. Pensacola Housing's Tenant Information Form may be used to make the declaration.

For participant families whose net family assets total $5,000 or more, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required at each annual recertification, and at other times when requested by Pensacola Housing.

10.9.1 Verification of Asset Value

For participants whose net family assets total $5,000 or more and triennially for all participant families, Pensacola Housing will require information to determine the current cash value of the assets. "Current cash value" means the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker;

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount the family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from the tax assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds; or
7. Appraisals of personal property held as an investment.

10.9.2 Asset Income: Interest and Dividend Income

Acceptable methods of verification of income from savings account interest and dividends include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or Pensacola Housing verification forms completed by the financial institution;
2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); or
3. IRS Form 1099 from the financial institution, provided that Pensacola Housing adjusts the information to project earnings expected for the next 12 months.

10.9.3 Asset Income: Interest Income from Mortgages

Acceptable methods of verification of interest income from mortgages and similar arrangements include the following, in order of preference:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); or
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

10.9.4 Asset Income: Net Rental Income

Acceptable methods of verification of net rental income from property owned by the family include, in this order:

1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; or
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.9.5 Assets Disposed of for Less than Fair Market Value

For all certifications and recertifications, Pensacola Housing will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of ;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained whenever possible.

10.10 Verification of Allowable Deductions from Income [24 CFR 5.611]

This section documents the acceptable verification methods for allowable deductions from income for applicants and participants.

10.10.1 Child Care Expenses

Written verification from the person who receives payment for the child care services is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for child care services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including during school and vacation periods.

The family's certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family's child care expenses are subsidized, Pensacola Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

10.10.2 Medical Expenses

Elderly and disabled families requesting an income deduction for medical expenses will be required to submit certification documenting the type of medical expenses and the cost of the family's out-of-pocket portion for the expenses.

Pensacola Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the date of application or the date of the recertification interview.

If the household experiences an increase or decrease in medical expenses between eligibility reviews, Pensacola Housing will not conduct an interim review.

Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible for deduction.

Medical expenses may be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months prior to the application date or the date of the recertification interview, may be accepted to project annual medical expenses. Pensacola Housing may require the family to submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment for the next 12 months;
3. Written confirmation by the insurance company or employer regarding health insurance premiums to be paid by the family;
4. Written confirmation from the Social Security Administration regarding Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If available, verification from the EIV system will be the preferred method to verify Medicare premiums;
5. Copies of payment agreements or the most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
6. For any transportation-related expense claimed for a medical reason, Pensacola Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment, based on provider statements of appointments/visits.

In all cases where Pensacola Housing is counting medical expenses as income deductions for an elderly or disabled family, Pensacola Housing will adhere to IRS guidelines regarding permissible and non-permissible medical expenses.

Where the IRS guidelines are not sufficiently detailed, as in the case of some expenses allowable for persons with a disability, Pensacola Housing staff may request verification from a medical professional that the medical expenses are necessary and reasonable.

10.10.3 Disability Assistance Expenses

Attendant care may be verified by one or more of these methods:

1. A reliable, knowledgeable professional's certification that the person with disabilities requires the attendant care to permit him/her to be employed or to

function independently enough to enable another family member to be employed; or
2. The attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Verification of auxiliary apparatus expenses will require:

1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed;
2. Receipts for purchase of the auxiliary apparatus, or proof of monthly payments and maintenance expenses for the same;
3. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment; and
4. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

10.11 Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency that contains the name and SSN of the individual, along with other identifying information.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to Pensacola Housing and verified by Pensacola Housing staff. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a social security number and is a member of a household whose other member(s) can provide verification of their SSN, the family member will be required to sign a certification to this effect. Pensacola Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

As per HUD notice PIH 2010-3, as of January 31, 2010, existing program participants who have previously disclosed a valid SSN, or who are 62 years of age or older and have not previously disclosed a valid SSN, are exempt from these disclosure requirements.

10.11.1 SSN Verifications for HUD-VASH Clients

If the applicant or participant is participating in the HUD-VASH program, the following documents may also be accepted as verification of Social Security Number:

1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified application for health benefits (10-10EZ); or
3. VA-issued photo identification card which includes the SSN.

10.12 Verification of Other Non-Financial Factors [24 CFR 982.551 (b)]

This section details the acceptable verification methods for the non-financial program requirements.

10.12.1 Verification of Legal Identity

In order to prevent program abuse, Pensacola Housing will require applicants and participants to furnish verification of legal identity for all household members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by an applicant is illegible or otherwise questionable, more than one of these documents may be required:

1. A current, or recently (within the prior 90 days) expired United States driver's license or state ID card;
2. U.S. passport;
3. Veterans Administration issued photo ID card;
4. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
5. Certificate of Naturalization (INS Form N-550 or N-570);
6. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
7. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551); and
8. Valid Reentry Permit (INS Form I-571).

The documents listed below will be considered acceptable verification of legal identity for minors:

1. Birth certificate;
2. State Birth Registration Card with the child's full name and birth date;
3. Valid or recently (within the prior 90 days) expired state ID card; and
4. Any valid INS document from the list above that documents the child's name and birth date.

If a household member does not contend to have eligible immigrant status and is a member of a mixed family eligible for pro-rated assistance, acceptable verification of legal identity may also include ID issued by any government agency, such as a foreign passport or consular ID.

10.12.2 Familial Relationships

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, or in those instances when a family is requesting to add a new member to the household, the family may be asked to provide verification.

The following verifications will be accepted to approve the addition of a dependent to the household:

1. Birth certificates or hospital verification of birth;
2. Official court paperwork of custody assignment or adoption decree;
3. Court-ordered assignment of guardianship;
4. Written declarations of temporary reassignment of custody from a minor's custodial parent or guardian.

10.12.3 Permanent Absence of Family Member

If an adult who was formerly a member of the household is reported permanently absent by the family, Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Current pay information from the former household member's employer showing the new address;
4. Statements the family provides from other agencies such as social services, or a written statement from the landlord or property manager that the adult family member is no longer living at that location;
5. If the adult family member is incarcerated, a document from the court or correctional facility stating how long they will be incarcerated; or
6. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or another adult in the household if the head is the absent member.

10.12.4 Other Changes in Household Composition

Pensacola Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

10.12.5 Verification of Disability

For the purpose of qualifying for a deduction from income, acceptable methods of verification of disability are:

1. Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7); or
2. Verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

If Pensacola Housing is in receipt of either of these types of verification, the individual will be noted as a person with a disability on their applicant/participant record.

10.13 Verification of Citizenship or Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by federal regulations, and must have their status verified by the Department of Homeland Security, US Citizenship and Immigration Services.

Each household member must declare his or her status once. A household cannot be admitted to the program until all members who declare that they have eligible immigrant status provide verification of their status. However, assistance will not be delayed, denied, or terminated while confirmation of eligible status is pending from the Department of Homeland Security (DHS).

10.13.1 Citizens and Nationals

Under penalty of perjury, citizens and nationals of the United States are required to sign a declaration of citizenship. Pensacola Housing will not require citizens to provide documentation of citizenship other than their certification on Pensacola Housing's Declaration of Citizenship form.

10.13.2 Eligible Immigrants

Non-citizens with eligible immigrant status must sign a declaration of status and verification consent form and provide their original immigration documents, which Pensacola Housing will copy front and back and return to the family.

Eligible immigrants who were participants and at least 62 years old as of June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age. No additional verification is required for participants who fall into this category.

10.13.3 Verification of Eligible Immigrant Status

Federal regulations stipulate that only the following documents are acceptable as verification of eligible immigrant status:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);
3. Arrival-Departure Record (I-94); or
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows that the individual's eligibility has been verified.

A birth certificate is not an acceptable verification of status.

All documents used to verify U.S. citizenship/eligible immigrant status will be kept on file for five years.

10.13.4 Ineligible Immigrants

Pensacola Housing verifies eligible immigration status through the DHS SAVE system. If this primary verification fails to verify eligibility, within 10 business days Pensacola Housing will request that the DHS conduct a manual search.

Individuals who are neither citizens nor eligible immigrants may elect not to contend their status. Ineligible household members who do not claim to be citizens or eligible immigrants will be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse. The family will be considered a mixed family for the purpose of determining subsidy.

Although they are in the country lawfully, non-citizen students on student visas are considered ineligible members of the household for the purpose of HCV assistance. They must provide Pensacola Housing with their student visa, after which they will be listed as an ineligible member of the household, and the family will be considered a mixed family for the purpose of determining subsidy. No further verification or declaration of status is required for non-citizen students.

10.13.5 Timing of Verification of Eligibility

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission. For household members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in applicants, if the initial PHA does not supply the documents, Pensacola Housing must conduct the eligibility determination.

10.13.6 Failure to Provide Proof of Eligibility

If a household member fails to sign required declarations and consent forms or provide documents as required, they will be listed as an ineligible member, and the family will be considered a mixed family for the purpose of determining subsidy.

If an entire family fails to provide documentation and sign consent forms as required, the family's assistance will be denied or terminated for failure to provide required information.

10.13.7 Failure to Declare Household Members

If Pensacola Housing determines that an assisted household has knowingly permitted an individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated and the family will be ineligible to apply for housing assistance for 3 years, unless the ineligible individual has already been declared, resulting in a pro-ration of the family's assistance.

10.14 Verification of Waiting List Preferences

The HCV programs administered by Pensacola Housing assist extremely low and very low income households in Escambia County, as defined by federal guidelines. Program guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. In addition, HUD notice PIH 2013-19 stipulates that PHAs administering vouchers set aside for non-elderly disabled families (NED) must maintain at least a 95% lease up rate for their NED vouchers.

10.14.1 Verification of Extremely Low Income Families

The family's gross annual income (that is, all forms of income received by the family prior to any deductions, and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low Income Limits for the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area, adjusted for household size, to ensure the family meets the prescribed income limits.

10.14.2 Verification of NED Status

If a NED voucher is offered to a family on the waiting list, Pensacola Housing will verify the head of household's non-elderly status using the verification of identity process described in Section 10.12.1, and will verify the head of household's disabled status using the verification of disability process described in Section 10.12.5.

10.15 Verification of Homelessness

For general HCV program applicants, acceptable methods of verification of homelessness are as follows:

1. Written certification by a public or private facility providing shelter;

2. Law enforcement; or
3. A case management/transitional housing/housing search/counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

10.15.1 Verification of Homelessness for HUD-VASH Clients

For applicants and participants of the HUD-VASH program, both HUD and the VA use the homeless definition provided by section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

In an effort to make the HEARTH homeless definition a bit easier to understand and apply, HUD has divided the general homeless definition into 4 different categories, which are:

1. Literally homeless;
2. At imminent risk of homelessness;
3. Unaccompanied youth under 25 years of age, or families with children or youth, who do not otherwise qualify as homeless under other federal statues; and
4. Fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the household

Note that the definition for chronic homelessness is a separate definition and is not the definition used to determine eligibility for the HUD-VASH or other special purpose voucher programs.

10.15.2 Verification of Homelessness for Set-aside Vouchers

For homeless applicants who are referred to Pensacola Housing for a set-aside voucher, Pensacola Housing will accept the determination of the referring agency regarding the applicant's homeless status.

11.0 Utilizing the Enterprise Income Verification System (EIV) [24 CFR 5.233, Notice PIH 2018-18]

Pensacola Housing uses the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. Use of EIV is mandated by HUD.

Data contained within, and accessed from, the EIV system will only be used for official program purposes and will be protected by Pensacola Housing. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

Pensacola Housing adheres to HUD-prescribed EIV security awareness measures to ensure that only authorized system users access the EIV system and to maintain overall privacy and security compliance.

11.1 Demonstrating Compliance with Mandatory Use of EIV

In accordance with 24CFR §5.233(a, 2, i), Pensacola Housing complies with the HUD-mandated use of EIV by following the procedures outlined below.

11.1.1 EIV Use for New Admissions

For families who are new admissions to the program, Pensacola Housing will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the Effective Date of the New Admission;
2. Maintain a copy of the EIV Income Report in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the date of the EIV Income Report.

11.1.2 EIV Use for Interim Reexaminations

For each Interim Reexamination conducted, Pensacola Housing will:

1. Generate the EIV report and maintain it in the tenant file.

11.1.3 EIV Use for Annual Reexaminations

For each Annual Reexamination conducted, Pensacola Housing will:

1. Maintain the EIV Income Report, and if necessary as determined by Pensacola Housing, third party authentic documents provided by the tenant, and/or the third-party Employment Verification Form in the tenant file.

11.2 Debts Owed to PHAs and Terminations Module

As part of the EIV system, HUD has established a national database that serves as a repository of debt and termination information on former program participants from all housing agencies and subsidized rental housing providers. Each local program must designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB). The designated staff member(s) must obtain prior approval from HUD before beginning to enter information into the DTDB.

11.2.1 Policy Governing DTDB Entries

Pensacola Housing adheres to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

11.3 Screening Applicant Families through EIVs' Former Tenant Search Module

Pensacola Housing uses EIV's Former Tenant Search module in the following manner.

1. Prior to a family's admission, Pensacola Housing queries the SSN of each adult household member to determine if a PHA has reported a debt or adverse termination;
2. Former participants who owe debts to a PHA will not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
3. Adverse Terminations will be denied assistance in accordance with HUD or Pensacola Housing policy; and
4. Families denied assistance due to information in DTDB will be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered the opportunity for an informal review.

11.4 Mandatory Monitoring of EIV Reports

In compliance with HUD requirements, Pensacola Housing monitors the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

4. Multiple Subsidy Report

And the following reports on a quarterly basis:

1. Income Validation Tool Report
2. New Hires Report

11.5 Income Discrepancy Resolutions

When a Pensacola Housing staff member identifies a possible income discrepancy during a review of the EIV Income Validation Tool, or by comparing the EIV Income Report to the household income information stored in Pensacola Housing's enterprise software system, the staff member will conduct an income review of the household and take whatever corrective actions are necessary. Examples of corrective actions may include conducting an Interim Reexamination of the household, which may result in an increase to the tenant rent; contacting the family to request additional documentation; opening an investigation by contacting employers identified on the EIV Report directly to request additional information; writing a debt against the family because of a period of oversubidy due to unreported or under-reported income; and termination from the program. A supervisor will review any actions that result in a participant debt or program termination before they are final. Families who are assigned a debt, or whose program participation is terminated, will be offered the opportunity to request an informal hearing.

11.5 EIV Security Measures

Pensacola Housing will adhere to the following procedures when storing and disposing of EIV records and other participant data.

11.5.1 Record Retention

In compliance with both federal and state record retention laws, Pensacola Housing will retain the documents in a participant's file during the term of the assisted tenancy and for five years thereafter. EIV information will be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

11.5.2 Disposal of Applicant and Participant Records

All EIV documents will be destroyed at the end of the federally-mandated three-year retention period from the end date of participation in the program. They will be destroyed in a manner that will not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

11.5.3 EIV Security Monitor

In compliance with HUD policy regarding EIV, Pensacola Housing will designate one employee to be its "EIV Security Monitor." This person is responsible for ensuring that the EIV security procedures outlined in this Administrative Plan are adhered to.

The EIV security monitor or other designated personnel will also give written notification to HUD whenever:

1. A staff member associated with EIV information is no longer employed by Pensacola Housing, or
2. A staff member who previously had access rights to the EIV system no longer has such rights.

11.5.4 Storage of EIV Documents

Pensacola Housing will retain a lockable container, file cabinet, or room to store EIV documents that are outdated and slated to be destroyed.

11.5.5 Key Control Form

Pensacola Housing utilizes a Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet or room;
2. The names of program staff who are in possession of these keys; and
3. Any change in the number of keys available or in the identity of the staff in possession of the keys.

11.5.6 EIV Security Awareness Training

Pensacola Housing employees who will be receiving EIV access for the first time must satisfy the required EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, the employee must meet the following two conditions:

1. Applicants must watch the most recent EIV Security Awareness Training Webcast published by HUD.
2. Applicants must confirm that they have watched the above mentioned webcast by signing the EIV Webcast Training Certification form, and submitting it to Pensacola Housing's EIV Security Monitor.

11.5.7 Breach of EIV Security Policy

All Pensacola Housing staff will be instructed that any breach of the EIV security policy must immediately be reported to the EIV Security Monitor.

12.0 RTAs and HAP Contract Execution [24 CFR 982.305]

When the family finds a unit of interest, the family and the owner will complete and sign the Request for Tenancy Approval (RTA) form. The family must submit the completed RTA form to Pensacola Housing during the term of the voucher. Pensacola Housing will review the RTA, perform an affordability analysis, and make an initial determination regarding approval of the tenancy. Pensacola Housing may assist the family in negotiating changes that are required, if any, for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the owner must contact Pensacola Housing to schedule an inspection. Whenever possible, Pensacola Housing will schedule the inspection appointment for no later than 15 business days after the owner's request, unless the owner indicates the unit will not be ready within 15 business days, in which case Pensacola Housing will work with the owner to find an appropriate inspection date.

During the initial stage of qualifying the unit, Pensacola Housing will provide the owner with information regarding the program, including Pensacola Housing and owner responsibilities for screening, and other essential program elements. Upon request by the prospective owner, Pensacola Housing will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to comply with, standard material lease terms. Additional screening is the responsibility of the owner.

12.1 Approval to Lease a Unit

Pensacola Housing will approve a family's tenancy, authorize the family and owner to execute a lease, and enter into a HAP contract with the owner of the unit if all the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by Pensacola Housing and passes HQS;
3. The lease is approvable and includes the following:
   a) The names of the owner and the tenant;
   b) The address of the unit rented;
   c) The term of the lease (initial lease term and the provisions for renewal);
   d) The amount of the monthly rent to owner;
   e) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
   f) The HUD-required tenancy addendum.
4. The rent to owner is reasonable, as defined by the rent reasonableness standard;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or by Pensacola Housing, and does not have any state or local delinquent taxes owing on the rental property;
7. The family continues to meet all eligibility and screening criteria.

If the RTA is denied, Pensacola Housing will advise the owner and the family of any actions they could take that would enable Pensacola Housing to approve the tenancy.

12.2 Lease Start Dates

The assisted lease term may begin only after all of the following conditions are met:

1. Pensacola Housing approves the family's leasing of the unit;
2. The unit passes Pensacola Housing's HQS inspection;
3. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
4. Pensacola Housing has determined that the contract rent is Rent Reasonable;
5. All applicable tenant utilities are on in the head of household's name; and the security deposit, if applicable, has been addressed;
6. The landlord and tenant sign a lease that includes the HUD-required tenancy addendum.

12.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Upon receipt of the executed lease, including the HUD-required tenancy addendum, signed by both the tenant and the owner, Pensacola Housing will produce the Housing Assistant Payment (HAP) contract and execute the contract with the owner. Pensacola Housing will not pay any housing assistance to the owner until the contract is fully executed.

The initial term of the HAP contact and the lease must. In addition, the HAP contract must be executed within 60 days of the start of the lease term. Any contract that is not executed within 60 days of the lease start date will be void. In such cases, Pensacola Housing will not make any HAP payments to the owner and will contact the family to offer them the opportunity to select a different unit.

12.4 Eligible and Ineligible Housing Types

The following types of housing cannot be assisted under the HCV program:

1. A public housing or Indian housing unit;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
3. College or other school dormitories;
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
5. A unit occupied by its owner, unless this arrangement has been approved as a reasonable accomodation; or
6. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a low-income housing tax credit (LIHTC).

In addition, a family holding a tenant-based voucher may not use that voucher in a unit receiving project-based assistance under a Section 8 Program.

Pensacola Housing will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Duplexes, triplexes and fourplexes
5. Townhouses
6. Condominiums

Pensacola Housing will also approve leases for the following special housing types:

1. Congregate housing, including assisted living facilities
2. Shared housing
3. Single-room occupancy (SRO) housing
4. Group homes
5. Cooperative housing
6. Manufactured home space rental

When reviewing and approving special housing types, Pensacola Housing will use guidance from the "Special Housing Types" chapter of HUD's Housing Choice Voucher Program Guidebook in addition to other applicable federal and local program regulations and guidelines.

12.5 Security Deposits [24 CFR 982.313, Florida Statutes 83.49]

The owner may collect a security deposit from the tenant in an amount not in excess of market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent owed by the tenant or for damages to the unit.

In accordance with state law, the owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the assisted lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.8, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

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

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis,

based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual/Biennial: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a "complaint inspection");
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing's HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b)(2)]

After the family submits an RTA and the housing counselor has confirmed the unit's affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner's request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner's representative, who must be over the age of 18, present. For initial inspections, the owner's representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CRF 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received documentation of repairs or an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

To the extent possible, Pensacola Housing will certify corrections of HQS deficiencies via review of documents provided by the owner. Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner Confirmation of Repairs

In most cases, Pensacola Housing will allow owners to confirm correction of HQS deficiencies by submitting pictures or documents for review If the owner prefers, they may contact Pensacola Housing to schedule a reinspection.. Failure to secure a passed inspection within the time frame for repair either through submitting documentation or a site revisit, will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a new inspection of the unit.

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist during the visit.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, as described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Department to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with local government Building Codes, as adopted by the City of Pensacola or Escambia County, as applicable.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;
3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate

the program participation of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a)(3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated and the contract terminated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;
9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
11. Non-functioning or absent carbon monoxide detectors, for units requiring carbon monoxide detection;
12. Unusable toilet when only one toilet is present in the unit;
13. Security risks such as broken doors or windows that would allow intrusion;
14. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six. Because no children live in SRO housing, the HQS applicable to lead based paint do not apply to this unit type.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Lead Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.
- The owner must provide Pensacola Housing with a passed lead clearance test from a certified Lead Risk Assessor, certified Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required [24 CFR 35.1215(b)]

For New Unit inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test. All paint stabilization repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied,

and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.12.5 Procedures When Pensacola Housing Receives a Report of a Child with an EBLL in an Assisted Household

If Pensacola Housing receives a report from a public health department or other medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then within 15 days Pensacola Housing will complete an environmental investigation of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the assisted unit. When the environmental investigation is complete, Pensacola Housing will immediately provide the results of the environmental investigation to the owner of the unit.

If the child identified as having an EBLL is no longer living in the unit when Pensacola Housing receives the report of the EBLL, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit in regard to the child's EBLL, or Pensacola Housing had already conducted an environmental investigation of the unit and common areas between the date the child's blood was last sampled and the date when Pensacola Housing received notification of the EBLL, the requirements of this section will not apply. If Pensacola Housing or the unit owner conducted a risk assessment of the unit and common areas during that period, Pensacola Housing is not required to conduct another risk assessment there but shall conduct the elements of an environmental investigation not already conducted during the risk assessment.

If Pensacola Housing receives information from a person who is not a medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then Pensacola Housing will immediately attempt to verify the information with the public health department or another medical health care provider. Pensacola Housing will make at least 2 attempts to verify the information with the health department or medical health care provider. If the public health department or provider denies the request, Pensacola Housing will send documentation of the denial to the HUD field office who will make an effort to verify the information. If that department or provider verifies that the child has an EBLL, such verification shall constitute notification, and Pensacola Housing will take the action required in this section.

Within 30 calendar days after receiving the results of the environmental investigation from Pensacola Housing or the evaluation from the public health department, the unit owner will complete the reduction of identified lead-based paint hazards in accordance with § 35.1325 or § 35.1330. Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated with interim controls or abatement or the public health department certifies that the lead-based paint hazard reduction is complete. The requirements of this paragraph do not apply if Pensacola Housing or the owner, between the date the child's blood was last sampled and the date Pensacola Housing received the notification of the EBLL, already conducted an environmental investigation of the unit and common areas servicing the unit and the owner completed reduction of identified lead-based paint hazards. If the owner does not complete the lead-based paint hazard reduction required by this section, the dwelling unit is in violation of the standards of 24 CFR 982.401. The owner will notify building residents of any lead-based paint hazard evaluation or reduction activities in accordance with § 35.125.

The owner will report the name and address of a child identified as having an EBLL to the public health department and Pensacola Housing within 5 business days of being so notified by any other medical health care professional. The Pensacola Housing Department will report each confirmed case of a child with an EBLL to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified. The owner and Pensacola Housing will provide to the HUD field office documentation that it has conducted the activities described in this section within 10 business days of the deadline for each activity.

If the required environmental investigation identifies lead-based paint hazards, Pensacola Housing or the owner will conduct a risk assessment in accordance with § 35.1320(b) of other assisted dwelling units covered by this part in which a child under age 6 resides or is expected to reside on the date lead-based paint hazard reduction is complete as well as of the common areas servicing those units, within 30 calendar days after receipt of the environmental investigation report if there are 20 or fewer such units, or within 60 calendar days if there are more such units.

If the required risk assessment identifies lead-based paint hazards, the owner will complete the reduction of the lead-based paint hazards in accordance with § 35.1325 or § 35.1330 within 30 calendar days, or within 90 calendar days if more than 20 units have lead-based paint hazards such that the control work would disturb painted surfaces that total more than the de minimis threshold of § 35.1350(d). Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement. However, the requirements of this paragraph do not apply if:

(i) Between the date the child's blood was last sampled and the date the owner received the notification of the EBLL, Pensacola Housing or the owner conducted a risk assessment of

the other assisted dwelling units covered by this section and the common areas servicing those units, and the owner conducted interim controls of identified lead-based paint hazards in accordance with § 35.1225(c); or

(ii) The owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements throughout the 12 months preceding the date the owner received the environmental investigation report; and,

(iii) In either case, the owner provided Pensacola Housing, within 10 business days after receiving the notification of the EBLL, documentation that it has conducted the activities described in this paragraph.

At least quarterly, Pensacola Housing will attempt to obtain from the Florida Department of Health in Escambia County the names and/or addresses of children of less than 6 years of age with an identified EBLL in Escambia County. At least quarterly, Pensacola Housing will also provide an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the Florida Department of Health in Escambia County, unless that department states it does not wish to receive such report. If Pensacola Housing obtains names and addresses of EBLL children from the Florida Department of Health in Escambia County, Pensacola Housing will match information on cases of EBLLs with the names and addresses of families receiving tenant-based rental assistance, unless the Florida Department of Health in Escambia County performs such a matching procedure. If a match occurs, Pensacola Housing will carry out the requirements of this section.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of $50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing's administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing

will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits
- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue; and
2. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a retaliatory action and a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume effective on the day the unit passes inspection should the lease and HAP contract be reinstated. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

14.0 Rent Reasonableness [24 CFR 982.507]

Pensacola Housing will not approve an initial rent or a rent increase for any unit participating in one of its HCV programs without first determining that the requested rent amount is reasonable, in accordance with federal guidelines regarding rent reasonableness.

Rent reasonableness must be determined prior to the initial lease, and at the following times:

1. Before any increase in rent to owner is approved;
2. If, 60 days before the HAP contract anniversary date, there is a 10% decrease in the published FMR as compared to the previous FMR;
3. If directed to do so by HUD; and
4. Based on a need identified by Pensacola Housing's quality control or internal auditing processes.

At its discretion, Pensacola Housing may also perform rent reasonableness determinations at any other time, such as during a participant's annual recertification.

14.1 Comparability

For the purpose of making rent reasonableness determinations, Pensacola Housing will maintain and update a database of unassisted "comps" (rental units leased by unsubsidized tenants on the open market) in its jurisdiction.

Pensacola Housing HQS inspectors and other analysts will compare the rent proposed by the owner of an assisted unit to the rents of comparable units of the same type in comparable neighborhoods. Pensacola Housing will consider the location, quality, size, number of bedrooms, age, amenities, services, maintenance and utilities of the assisted unit and comparable units.

At any time, owners can review the information Pensacola Housing used to make a rent reasonableness determination for their unit. Owners may submit additional information, including market surveys or additional comps. Pensacola Housing may consider this information in making and reviewing rent reasonableness determinations.

14.2 Methodology

Pensacola Housing bases its rent reasonableness determinations on current comparables provided by the Pensacola Association of Realtors. In addition, Pensacola Housing may obtain information from other sources, including:

1. Classified ads, MLS listings, Craigslist, etc.;
2. Third-party vendors specializing in market data; and

3. Owner-provided rent rolls of comparable units, to be confirmed by Pensacola Housing.

Pensacola Housing has established that the market areas for rent reasonableness are census tracts and/or neighborhoods within Pensacola Housing's jurisdiction. Whenever possible, subject units within a defined housing market area will be compared to similar unassisted units within the same area.

14.3 Rent Reasonableness Restrictions for Owners

Federal regulations prohibit owners from charging HCV tenants more rent than unassisted tenants who occupy comparable units. By accepting the HAP payment each month, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

If requested, and if applicable to the owner, the owner must provide Pensacola Housing with information on rents charged by the owner for other units on the premises or elsewhere.

At all times during the assisted tenancy, the total amount of monthly rent received by the owner from Pensacola Housing and the participant family may not exceed the reasonable rent as most recently determined or redetermined by Pensacola Housing.

14.4 Rent Reasonableness and Affordability

Rent reasonableness is not the only constraint on contract rents for HCV program participants. The other constraint concerns affordability. During the first contract year in a unit, the family share cannot be more than 40% of the family's monthly adjusted income if the gross rent exceeds the payment standard. An analysis will be done when the RTA is turned in to ensure the proposed contract rent for the unit meets this requirement.

14.4.1 Information for Owners

Owners should be aware that Pensacola Housing's acceptance of an RTA based on the 40% affordability standard is not verification that the rent proposed on the RTA is reasonable. The rent reasonableness determination will be performed after the initial inspection of the unit. At that time, owners may be asked to lower the contract rent, even if they've already lowered the proposed rent to meet the affordability standard.

If an owner chooses not to accept the reasonable rent proposed by Pensacola Housing, the RTA will be denied, and the applicant or participant will be provided with an opportunity to select a different unit.

14.4.2 Information for Participants

HCV program participants should be aware that the affordability restriction is only applied during a participant family's first contract year in a unit. After that year, changes to the

tenancy, including but not limited to proposed rent increases from the owner that are found to be reasonable, decreases in household income, and changes in household composition that result in a lower family voucher size, can create situations where the family's tenant rent is more than 40% of the family's monthly adjusted income.

If the tenant rent increases to more than 40% of the monthly adjusted income at recertification as a result of changes to household income, composition, or contract rent, the housing specialist may counsel the head of household about this change and suggest moving to a more affordable unit. However, Pensacola Housing will not compel a participant family to move based solely on affordability.

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will send the owner written notification that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void, and no HAP payments will be made to the owner.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called Assistance Connect.

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;
2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;

4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be related by blood or marriage to any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

For purposes of this policy, "owner" includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Department with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner's behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner's behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Department within 10 business days of the change. Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

The HAP contract is transferrable under federal regulations after the new owner has provided proof of ownership. Pensacola Housing and the new owner will, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's acceptance of the HAP contract(s) already in effect for the affected family or families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.

16.0 Annual and Interim Reexaminations [24 CFR 982.516]

In accordance with HUD requirements, Pensacola Housing will reexamine the income and household composition of all participant families regularly. Annual recertifications and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of decreases in the HAP and corresponding increases in tenant rent.

This chapter defines Pensacola Housing's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

16.1 Annual Reexaminations [24 CFR 982.516 (a)]

Pensacola Housing must conduct a reexamination of household income and household composition for all active HCV program participants at least annually. Voucher households will be notified by mail of the recertification requirements at least 90 days in advance of their anniversary date. If requested as an accommodation by a person with a disability, Pensacola Housing will provide the notice in an accessible format. Pensacola Housing will also mail the notice to a third-party, if requested as a reasonable accommodation.

Pensacola Housing will strive to complete annual recertifications for families before the anniversary date, including notifying the family of any increases in tenant rent at least 30 days before the anniversary date, unless action or inaction of the family delays notification. If the family's rent portion remains the same or decreases, Pensacola Housing may give less than 30 days written notice to the family.

Income limits are not used as a test for continued eligibility at recertification.

16.1.1 Collection of Information [24 CFR 982.516(f)]

Pensacola Housing will send a Notification of Annual Recertification letter approximately 90 days prior to the anniversary date of the lease and HAP contract to the family, informing them it is time for their annual reexamination. The letter includes forms for the family to complete, and instructions for what documents must be provided.

During the recertification process, the family will provide current information regarding income, assets, expenses, and other information necessary to redetermine the family's Total Tenant Payment and family share. The family must sign the HUD consent form and other consent forms that are used to verify family circumstances.

16.1.2 Missed Appointments

If the family fails to attend the recertification interview and doesn't call to reschedule, a Notification of Pending Termination will be mailed. The notification will advise the family that in order to avoid termination of their assistance, they must contact Pensacola Housing to schedule a recertification appointment prior to their recertification date. Failure to do so

will result in Pensacola Housing taking action to terminate the family's voucher program participation.

If the family reschedules their recertification appointment but then fails to attend the make-up appointment, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

If the family has failed to attend the interview or make-up appointment due to a disability, and requests consideration, Pensacola Housing will consider verifiable mitigating circumstances and may make other arrangements as a reasonable accommodation.

16.1.3 Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents at the recertification interview, the housing specialist will provide a checklist of the missing items, and a deadline for their return.

If the family doesn't return all required items by the deadline, Pensacola Housing will mail a Notification of Pending Termination, and set a final deadline for return of the missing items.

If the family fails to respond to the final notification, and has not contacted Pensacola Housing to make other arrangements, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

Pensacola Housing may offer exceptions to these policies if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

16.1.4 Documents Required From the Family

In the notification letter to the family, Pensacola Housing will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Tenant Information Form and/or as requested by Pensacola Housing;
2. Documentation of all assets and asset income. If net family assets total less than $5,000, third-party documentation is only required triennially, and self-declaration will be accepted in other years;
3. Documentation for any deductions or allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older; and
6. The Request for Tenancy Continuation, to be completed by the family and the unit owner.

16.1.5 Verification of Information

Pensacola Housing will follow the verification guidelines and procedures described in Chapter 10. Verification documents supplied by the family for reexaminations must be current within 90 days of the date of the family's recertification letter.

16.1.6 Annual Reviews Resulting in Tenant Rent Increases

If the tenant rent increases as a result of recertification, a notice is mailed to the family and to the owner at least 30 days prior to the effective date of the increase.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by Pensacola Housing, then the tenant rent increase will be effective on the first of the month following the 30-day notification period.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by the participant family, then the tenant rent increase will still take effect on the effective date of the annual recertification, even if that means a retroactive increase in tenant rent. Delays caused by the family include: missed appointments, failure to return documents by specified deadlines, and misrepresentation of household income or other circumstances that require additional investigation by Pensacola Housing.

16.1.7 Annual Reviews Resulting in Tenant Rent Decreases

If the tenant rent decreases, the decrease will be effective on the anniversary date.

16.2 Reporting Interim Changes [24 CFR 982.516 (c, d)]

Participants in Pensacola Housing's voucher programs are required to report all changes in their household income, expenses, household composition, student status, immigration status, assets (when net family assets total $5,000 or more), and name changes, in writing, within 10 business days of the change.

Most interim reviews will be conducted through the mail, electronically, and by phone, unless the family requests that the review take place in person.

An interim reexamination does not affect the date of the annual recertification.

16.2.1 Adding Household Members

All additions to the household must be reported to Pensacola Housing within 10 business days. Prospective adult additions to the household must meet all standards for participant acceptance, including an acceptable background check, previous program compliance history, criminal screening, and no outstanding debts to any PHA.

Before a new adult household member takes occupancy of the assisted unit, the household must:

1. First receive the landlord's approval for the household member to be added to the lease; and
2. After receiving the landlord's approval, receive Pensacola Housing's approval for the person(s) to be added to the household.

Minors may be added to the household if the subsidized residence will be their primary residence; that is, they will reside at the residence at least 51% of the time. Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, child support payment records, parenting agreements, statements from custodial parents or guardians regarding the residency of the minor, Medicaid or Social Security documentation, other relevant documentation from a state or federal agency, adoption decrees, and court orders.

When a new family member is added, income of the new family member must be added to the family income as well, and a new TTP, family share, and tenant rent calculated. Pensacola Housing will conduct an interim reexamination to review such additional income and make the appropriate adjustments to the HAP and tenant rent.

The income of additions to the household who are not considered family members under HUD's definition, including live-in aides, foster children, and foster adults, will be excluded.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified before the new household members move into the unit.

If a new household member approved by Pensacola Housing subsequently appears on the Multiple Subsidy Report in the EIV system, Pensacola Housing will open an investigation. If the results of the investigation show that the household member was added fraudulently, Pensacola Housing will take appropriate corrective action. This might include removing household members from the voucher, writing a debt, or program termination. The family will have the right to request an informal hearing concerning any adverse action taken by Pensacola Housing.

16.2.2 Removing Household Members

Participant families must inform Pensacola Housing of any permanent departures from the household within 10 business days of the change in household composition. Pensacola Housing will require a statement from the landlord confirming the departure from the assisted household. Whenever possible, additional third-party documentation, such as proof of new residence, will be required as well. Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;

3. Family provides statements from other agencies such as the Department of Children and Families;
4. If an adult family member is incarcerated, a document from the court or correctional facility; or
5. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Once third-party verification documents have been received, Pensacola Housing will report an interim reexamination to HUD, to be effective on the first of the calendar month after the departure occurred. Any household income associated with the departed household member will also be removed.

Reductions in household size may result in a reduction in the subsidy for which the household is eligible. Such reductions will be applied at the next annual reexamination or mover's recertification after the departure from the household occurs.

16.2.3 Increases in Income

Participants are required to report all increases in income, or in assets (when net family assets total $5,000 or more), in writing, within 10 business days of the change.

16.2.4 Decreases in Income/Increases in Deductions

Participants are not required to, but may at any time, report a decrease in income, or other change that might reduce the amount of tenant rent, such as an increase in qualified allowances or deductions. Upon receipt of appropriate third-party verification of such changes, Pensacola Housing will take timely action to process the interim reexamination and recalculate the family share.

Pensacola Housing will not conduct interim reexaminations based on an increase or decrease in the household's medical expenses between annual eligibility reviews.

16.2.5 Interim Reexamination Policy

Pensacola Housing will conduct a complete interim re-examination and submit an updated 50058 to HUD in the following cases:

1. Interim additions to the household;
2. Interim departures from the household;
3. Any increase in income when a family previously reported no income source;
4. An increase in income that is greater than $2,400 per year or that results in a material effect on the family's TTP (a change of 10 percent or more);
5. Upon the family's request, a decrease in household income that produces a decrease in the tenant rent; and
6. Upon the family's request, an increase in qualified household deductions that produces a decrease in the tenant rent.

Changes reported by participants that do not fall into one of the categories listed above will be noted in the participant file, but will not be submitted to HUD as a new 50058 between regularly-scheduled annual recertifications.

16.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily report zero income, Pensacola Housing may schedule special reexaminations every 30 days, or on whatever schedule is determined necessary, until the income stabilizes and an annual income can be determined.

16.4 Timely Reporting of Changes in Income and Household Circumstances

Pensacola Housing requires that families report interim changes to Pensacola Housing in writing within 10 business days of when the change occurs. Any follow up information, document or signature from the family that is needed to verify the change must be provided by the deadline specified by Pensacola Housing.

If a change is not reported within the required 10 business days, or if the family fails to provide documentation or signatures by a set deadline, it will be considered untimely reporting.

16.4.1 Procedures When the Change is Reported by the Family in a Timely Manner

Pensacola Housing will notify the family and the owner of any change in the HAP and the tenant rent, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

16.4.2 Procedures When the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change within the timeframes described above, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

1. Increases in tenant rent will be effective retroactive to the date they would have been effective had changes been reported in a timely manner. The family will be liable for any overpaid HAP or UAP and may be required to sign a repayment agreement; and

2. Decreases in the tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all Pensacola Housing-required document submission deadlines.

16.4.3 Procedures When the Change is Not Processed by Pensacola Housing in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change was not processed by Pensacola Housing in a timely manner.

In the event that a change is not processed by Pensacola Housing in a timely manner, any change resulting in an increase in tenant rent will be effective on the first of the month after the required 30-day notification period.

If the change resulted in a decrease to the tenant rent, the overpayment made by the family will be calculated retroactively to the date when the change should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

16.5 Pensacola Housing Errors

If Pensacola Housing discovers that it made an error that had a substantial effect upon a participant family's rent subsidy, it will take necessary steps to correct the error and make adjustments to the tenant's subsidy calculation.

If correction of the error would have an adverse effect on the participant family (for example, a reduction in HAP to the owner) then Pensacola Housing will provide the family with a 30-day notice of the increase in tenant rent. The tenant rent increase will be effective on the first of the month after the 30-day notification period has passed. Neither the participant family nor the owner will be asked to repay funds for an error they did not cause.

If correction of the error would be favorable to the tenant (for example, a retroactive increase in HAP to the owner) then Pensacola Housing will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner's account or be paid to the tenant in one of the following ways:

1. If the tenant is still in the unit and the period of incorrect HAP is within the current contract year, then an additional payment will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to the tenant;

2. If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant's current address;
3. If the tenant is still in the program but not in the same unit then a check will be sent to the tenant at the tenant's current address; or
4. If the tenant is no longer a program participant, then notification will be sent to the tenant at the tenant's last known address advising them to contact Pensacola Housing to resolve an error in their previous program participation. Details of the reconciliation will be reserved until the tenant contacts Pensacola Housing and confirms their identity.

16.6 Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of "Imputed Welfare Income"

"Imputed welfare income" is an amount of annual income, not actually received by a family, that results from a specified welfare benefit reduction, and that is included in the family's income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family's request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family's request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing's determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

16.7 Notification of Results of Annual and Interim Recertifications

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in HAP and tenant rent is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.

17.0 Other Changes in Household Conditions

This chapter reviews the rules and processes covering changes in household conditions besides changes in household income or household composition, which were covered in Section 16.3 and its subsections.

17.1 Absences from the Assisted Unit [24 CFR 982.312]

It is the responsibility of the head of household to report all changes in household conditions, including temporary absences from the unit, to Pensacola Housing.

Pensacola Housing defines a "temporary absence" as any or all members of the household, including the head of household, being away from the unit for longer than 14 consecutive calendar days but no more than 60 days. Temporary absences are permitted under Pensacola Housing's voucher program, provided that:

1. The head of household informs Pensacola Housing of the absence;
2. The household's utility accounts remain in service;
3. The household continues to pay their tenant rent portion in a timely fashion, and comply with all other lease requirements; and
4. The absent persons are still using the assisted unit as their residence, and have not taken occupancy elsewhere.

It is strongly recommended that the household inform their landlord of temporary absences as well. Income of persons temporarily absent will continue to be counted as household income for the purposes of calculating tenant rent and subsidy.

If a household member is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Except for absences due to medical reasons, in most cases Pensacola Housing will not approve absences from the unit lasting more than 60 days, and will conduct an interim reexamination removing any household member who will be absent for that long. If the entire household is absent for longer than 60 days, Pensacola Housing will terminate the HAP contract and the family's voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

In accordance with 24 CFR 982.312 (a), Pensacola Housing will not approve any absence from the unit lasting more than 180 consecutive calendar days, even in the case of absence due to medical reasons or other absences approved by Pensacola Housing. The owner must reimburse Pensacola Housing for any HAP paid for the period after the termination.

17.1.1 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, Pensacola Housing will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates the family member will return in less than 180 consecutive days, the absence will be treated as a temporary absence.

In accordance with 24 CFR 982.312 (a), any absence from the unit lasting more than 180 consecutive calendar days, even absences due to medical reasons, will be considered permanent, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate the HAP contract. If the absence was approved, the family will be invited to contact Pensacola Housing to request a moving voucher.

17.1.2 Absence Due to Full-Time Student Status

Students who attend a school more than 50 miles away from the subsidized unit are not considered members of the household for the purpose of determining subsidy.

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

However, full-time students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered in violation of the guest policy. See also Sections 17.3 and 17.4 below.

17.1.3 Absence Due to Incarceration

Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

17.1.4 Absence Due to Court Order

If a member of the household is subject to a court order that restricts him or her from the home, the person will be considered permanently absent.

17.1.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, Pensacola Housing will determine from the appropriate agency when the children are expected to be returned to the home. If the time period is greater than 12 months from the date of removal, the family voucher size will be lowered at the next annual reexamination.

17.1.6 Absence of the Entire Family

Participants are required to notify Pensacola Housing before they move out of a unit and to give Pensacola Housing information about any family absence from the unit.

In cases where the family has moved out of the unit without adequate notice to Pensacola Housing and the owner, Pensacola Housing will terminate assistance in accordance with the termination procedures contained in this Administrative Plan.

If the entire family is absent from the assisted unit for more than 60 consecutive days without notifying Pensacola Housing, or if Pensacola Housing otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and assistance will be terminated.

In order to determine if the family is absent from the unit, Pensacola Housing may investigate the situation by taking action, including but not limited to the following:

1. Contacting the landlord and asking the landlord to determine occupancy status;
2. Telephoning the family at the unit;
3. Writing letters to the family at the unit; and
4. Verifying whether utilities are in service.

17.2 Caretaker for Children

In a household with children where all adults are absent from the household, if the family, or an appropriate agency, has identified another adult who is willing to move into the assisted unit to care for the children, Pensacola Housing will approve the adult addition to the household provided the new household member meets all of Pensacola Housing's eligibility requirements and is willing to assume the responsibilities of a voucher program Head of Household.

When Pensacola Housing approves a person to reside in the unit as caretaker for the child/children, the individual will be required to complete all program application requirements, and the individual's income will be counted. Pensacola Housing will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

17.3 Visitors/Unauthorized Residents in Unit

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without Pensacola Housing approval, or for a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods, which Pensacola Housing will consider on a case-by-case basis.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include voter registrations, judgments, court or police records, state wage records, utility records, and postal records. Statements from neighbors and/or the landlord may also be considered in making the determination.

If an unauthorized individual is found to be residing in the assisted unit, Pensacola Housing will terminate the family's assistance, since prior approval was not requested for the addition to the household. The family may request an informal hearing.

17.4 Visiting Minors and College Students

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household or an unauthorized guest.

In a joint custody arrangement, if the minor is in the household fewer than 181 days per year, the minor will be considered to be an eligible visitor, not an unauthorized household member.

17.5 Break-up of the Household

If a household breaks up, Pensacola Housing will make a determination regarding which household member will retain the voucher, taking into consideration the following factors:

1. Who is the head of household and did the head of household remain in the unit;
2. The interest of minor children, or of ill, elderly, or disabled family members;
3. Whether assistance should remain with the household members who remained in the unit; and
4. Whether household members were forced to leave the unit as a result of actual or threatened physical violence by another member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Pensacola Housing will be bound by the court's determination of which household members continue to receive assistance on the program.

Because of the great number of possible different circumstances under which a determination might have to be made, Pensacola Housing will make determinations on a case-by-case basis. Pensacola Housing will issue a determination within 14 business days

of the request for a determination. The family member requesting the determination may request an informal hearing, in compliance with Chapter 22 of this Administrative Plan.

17.6 Bifurcation of the Voucher

Under certain circumstances, Pensacola Housing may choose to "bifurcate" a voucher and issue two vouchers for a participant family formerly housed together on one voucher:

1. In cases where a VAWA move is necessary, if the victim of domestic violence, dating violence, sexual assault, or stalking is not the Head of Household, Pensacola Housing may bifurcate the voucher and issue a new voucher to another adult in the household, who may be the victim or the person who will be continuing to house the victim, if Pensacola Housing determines that doing so is likely to increase the safety of the victim; or
2. If, 60 days after issuance of a moving voucher, a participant family has been unsuccessful at locating an eligible unit, and indicates household size and household composition are contributing to their inability to lease up, Pensacola Housing will consider a request to bifurcate the voucher and issue two smaller vouchers, if there is a second adult who is eligible to serve as a Head of Household.

Pensacola Housing will only consider bifurcation if funding availability is such that issuance of the second voucher will not place Pensacola Housing in a financial shortfall or jeopardize the continued assistance of other housing participants.

Before the new voucher is issued, the new Head of Household will be required to sign all forms required by HUD and by Pensacola Housing, and affirm they are willing to perform all duties of a Head of Household and ensure the new voucher family remains in program compliance.

The new voucher family will be expected to comply with all federal and local guidelines concerning administration of the Housing Choice Voucher program, and will be subject to the policies outlined in this HCV Administrative Plan and other Pensacola Housing policies.

18.0 Moves with Continued Assistance / Portability [24 CFR 982.354]

Participants of the HCV program who are in good standing may use their voucher to move to another unit within Pensacola Housing's jurisdiction, or port the voucher to another jurisdiction.

For families already participating in the HCV program, Pensacola Housing will allow the family to request a moving voucher if:

1. The initial lease term has been fulfilled;
2. The landlord and tenant have mutually agreed to terminate the lease;
3. Pensacola Housing has terminated the HAP contract because of a landlord violation;
4. The lease is in a rollover period and the tenant has provided a 30-day notice of lease termination to the landlord and to Pensacola Housing;
5. The lease is in a rollover period and the landlord has provided a 30-day notice of lease termination to the tenant and to Pensacola Housing;
6. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or a family member; or
7. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

18.1 Required Mover's Briefing

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to receive a mover's briefing prior to Pensacola Housing issuing a voucher on their behalf.

This briefing is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;

4. An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 120 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

See Section 3.5 of this Administrative Plan for information on Pensacola Housing's policy concerning reasonable accommodations for disabled persons, including reasonable accommodations to make all briefings, including mover's briefings, accessible to all program participants.

18.2 Procedures Regarding Participant Moves

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations, and subject the family to termination of their housing assistance.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should typically deliver the notice in the same manner used to deliver their tenant rent portion. If the family does not have a tenant rent portion, they should mail the notice to the owner, or deliver it to the property management office. Whenever possible, the family should ask the owner or property manager for a signature confirming receipt of the written notice to move. If the owner refuses to accept or acknowledge the notice, the family should notify their housing specialist, in which case Pensacola Housing notification will serve as confirmation of the tenant's notice as well.

Families must be in good standing with Pensacola Housing to be authorized to move. If a family has moved out of its assisted unit in violation of the lease, Pensacola Housing will not issue a voucher and will terminate assistance.

18.3 Portability [24 CFR 982.353, 24 CFR 982.355]

In accordance with federal regulations, at the time when a moving voucher is issued participants in the HCV program may move to any jurisdiction where a tenant-based HCV program is being administered, a process known as portability.

Applicants to the HCV program may also port their initial voucher to another jurisdiction if they were legal residents of the PHA's jurisdiction at the time when they applied to the waiting list.

For applicants who were not legal residents of its jurisdiction at the time of application, Pensacola Housing policy requires such applicants to use their initial voucher to lease up within its jurisdiction. However, Pensacola Housing will grant portability requests from nonresident applicants in the following circumstances:

1. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and relocation is needed to protect the health or safety of the family or family member; or

Occasionally, a family that has requested to port out of Pensacola Housing's jurisdiction is unable to locate a unit in the jurisdiction where they intended to move. The family may request to return to Pensacola Housing's jurisdiction as long as the term of the voucher issued by Pensacola Housing has not yet expired.

18.4 Income Eligibility and Portability

Applicant families who are leasing up with a voucher for the first time must be income eligible within the jurisdiction where they use their voucher.

If a family requesting portability is an applicant family who is eligible to or has been granted permission to port their initial voucher, the family must be income eligible in the jurisdiction where the family wishes to move. If the applicant is porting out of Pensacola Housing's jurisdiction, Pensacola Housing will contact the PHA in the receiving jurisdiction to help the family confirm its income eligibility in that jurisdiction prior to sending portability paperwork.

If a family requesting portability is already a participant in Pensacola Housing's HCV program, income eligibility is not re-determined, though updated income verification and other documentation may be required.

18.5 Administration by Receiving PHA

When a family utilizes portability to move to an area outside Pensacola Housing's jurisdiction, the receiving PHA will either absorb the family into its own HCV program, or administer the voucher on behalf of Pensacola Housing.

If there's more than one PHA in the jurisdiction where the family wishes to move, the family will be asked to specify which PHA should be the receiving PHA.

18.6 Portability Procedures for Port-Out Clients

The following procedures will be used when Pensacola Housing is the initial PHA and a family has requested portability outside of Pensacola Housing's jurisdiction.

1. Pensacola Housing will brief the family on the process that must take place to exercise portability.
2. For new applicants who have requested portability and are determined to be eligible to port, Pensacola Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit.
3. Pensacola Housing will advise the family how to contact and request assistance from the receiving PHA.
4. Within 10 business days of issuing the voucher for portability, Pensacola Housing will send the receiving PHA a portability packet including the voucher, a 52665 form, the most recent 50058 form, and any required verification information.
5. If the receiving PHA is billing Pensacola Housing for the family's assistance, Pensacola Housing will promptly initiate payments to the receiving PHA once the billing information is received, unless the receiving PHA missed the billing deadline. In that case, Pensacola Housing will notify the receiving PHA that it should absorb the client.

18.7 Portability Procedures for Port-In Clients

The following procedures will be used when Pensacola Housing is the receiving PHA and a family has requested to port into Pensacola Housing's jurisdiction.

1. If the initial PHA queries Pensacola Housing prior to sending the portability packet, Pensacola Housing will inform the initial PHA whether it intends to bill the initial PHA on behalf of the portable family, or absorb the family into its own program.
2. Upon receipt of a portability packet, Pensacola Housing will review the packet for completeness and contact the initial PHA if any required documentation is missing.
3. When the portability family makes contact, Pensacola Housing will schedule an intake appointment for the family within 10 business days of the contact from the family. Pensacola Housing will determine the family's subsidy standard (what size voucher they are eligible for) prior to the intake meeting. The bedroom size of the voucher will be determined in accordance with Pensacola Housing's subsidy standards, not those of the initial PHA.
4. At the intake meeting, a housing counselor will review Pensacola Housing's policies and issue a voucher to the family. The dates on the voucher will match those of the initial PHA's voucher, plus 30 days. The family must submit an RTA to Pensacola Housing during the term of the voucher.

5. Pensacola Housing will process the family's RTA, inspect the unit, and execute a HAP contract with the owner prior to the billing deadline specified on the initial PHA's 52665 form.
6. If the client fails to submit an RTA within the voucher term, or fails to execute a lease in an eligible unit by the billing deadline specified on the initial PHA's 52665 form, Pensacola Housing will inform the initial PHA and terminate the family's assistance.
7. If a port-in family requests an extension on the voucher and Pensacola Housing is billing, Pensacola Housing will refer the family to the initial PHA for further assistance. Pensacola Housing will continue to administer the port-in family's voucher as long as the voucher term and/or billing deadline set by the initial PHA have not expired.
8. If a port-in family requests an extension on the voucher and Pensacola Housing intends to absorb the family, Pensacola Housing will make a determination as to whether an extension is warranted based on the policies set forth in this Administrative Plan.
9. Pensacola Housing may opt to conduct a reexamination of the port-in family, but it will not delay issuing the family a voucher or otherwise delay the family's lease-up process, unless recertification is necessary to determine income eligibility.
10. If the initial PHA did not supply verification of citizenship/eligible immigrant status, Pensacola Housing will conduct that eligibility determination.
11. Once the port-in family has leased up, Pensacola Housing will perform all PHA program functions on behalf of the family, including reexaminations of family income and composition and HQS inspections. Should the family fail to adhere to program obligations at any time, Pensacola Housing may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552 and 24 CFR 982.553.
12. Should the initial PHA inform Pensacola Housing that it no longer has sufficient funds to accept billing on behalf of the client, Pensacola Housing will make every effort to absorb the client before terminating assistance.

18.8 Absorption by Pensacola Housing

If funding is available under the consolidated ACC for Pensacola Housing's HCV program when the portable family is received, Pensacola Housing may absorb the family into its HCV program.

18.9 Portability Billing

HUD guidelines specify that a receiving PHA may bill an initial PHA for HAP payments and administrative fees to cover the cost of assisting a portable family.

When Pensacola Housing is the initial PHA and the receiving PHA is not absorbing the client, Pensacola Housing will:

1. Promptly reimburse the receiving PHA for the full amount of the HAP payment made by the receiving PHA on behalf of the portable family.
2. Promptly reimburse the receiving PHA for 80% of Pensacola Housing's ongoing administrative fee, minus any additional proration authorized by HUD, for each month when the family is under contract by the 1st.

18.10 When a Port-In Family Leaves the Jurisdiction

If a port-in family that has not been absorbed and remains in good standing indicates to Pensacola Housing that it wishes to move out of Pensacola Housing's jurisdiction—either to return to the jurisdiction of the initiating PHA or to move to another jurisdiction—Pensacola Housing will notify the initial PHA, send updated income and eligibility paperwork to that PHA, and terminate the family's assistance with Pensacola Housing.

18.11 Denial of Requests to Move or Port Due to Insufficient Funding [24 CFR 982.314 (e,1)

Pensacola Housing may deny a participant family's request to move or port to a higher cost unit or higher cost area if allowing the move would create the need to terminate the assistance of other program participants in order for Pensacola Housing to remain within its annual budgetary allocation.

For moves within Pensacola Housing's jurisdiction, a "higher cost unit" is a unit for which Pensacola Housing would have to pay a higher subsidy amount due to an increase in the gross rent. For portability moves, a higher cost area is an area with higher payment standards.

Pensacola Housing is required to provide written notification to the local HUD office when it is determined necessary to deny moves to higher cost units for this reason.

Pensacola Housing will include the following with the notification to HUD to deny or suspend moves to higher cost units:

1. A financial analysis that demonstrates that funds are projected to be insufficient to meet the current year's projection of expenses. The projection will not include vouchers that have been issued but are not yet under contract.
2. A statement certifying that Pensacola Housing has ceased issuing vouchers and will not admit families from the waiting list as long as the limitation on moves to higher cost units is in place.
3. A copy of the policy stating how Pensacola Housing will address families who have been denied moves.

Families whose requests to move to a higher cost unit are denied may request to be added to a waiting list and offered the opportunity to move when funding becomes available, depending on the status of their current lease and contract and other eligibility criteria. These families will be offered the opportunity for a voucher to move prior to the admission

of applicants from the waiting list, but after participants with previously suspended vouchers, or those whose assistance was terminated by lottery, are offered a voucher.

An informal hearing will not be afforded for families whose request to move is denied due to insufficient funding, as this is considered a discretionary administrative determination.

19.0 Termination of the HAP Contract

The Housing Assistance Payments (HAP) contract is the contract between the owner and Pensacola Housing that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by Pensacola Housing and the owner, and the policies and procedures for such terminations.

Pensacola Housing will not make any subsidy payments to the owner on behalf of the family for any period of time after the month in which the HAP contract is terminated. Depending on the circumstances of the termination, the tenant or the owner may be required to reimburse Pensacola Housing for any subsidy payments made for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from Pensacola Housing for vacancy loss.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin after the effective date of the prior HAP contract termination.

19.1 HAP Contract Terminates with Lease

The term of the HAP contract is the same as the term of the lease. If either the owner or the tenant terminates the lease, either mutually or unilaterally, then the HAP contract automatically terminates as well.

19.2 Termination of the HAP Contract by Pensacola Housing

Pensacola Housing will terminate the HAP contract:

1. When the lease terminates;
2. When Pensacola Housing terminates program assistance for the family;
3. If the family is required to move from a unit when the unit does not meet HQS occupancy standards because of an increase in family size or a change in family composition;
4. If the family breaks up and Pensacola Housing determines that the family members who move from the unit will receive the assistance;
5. If 180 days have passed since Pensacola Housing's last HAP payment to the owner;
6. If funding is no longer available under the ACC; or
7. If the owner breaches the HAP contract.

19.2.1 Owner Violations of the HAP Contract

The following violations of the HAP contract may cause Pensacola Housing to terminate the contract:

1. The owner has violated an obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
2. The owner has violated an obligation under any other HAP contract under Section 8 of the 1937 Act.
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. For projects with mortgages insured by HUD or loans made by HUD, the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
5. The owner has delinquent state or local taxes owing on the rental property(s).
6. The owner has engaged in drug-related criminal activity or violent criminal activity.

19.3 Automatic Termination of the HAP Contract

The HAP contract terminates automatically if:

1. Pensacola Housing terminates assistance to the family;
2. The family moves out of the unit;
3. The family is a single-person household and that person passes away; or
4. 180 calendar days have passed since the last HAP payment was made to the owner.

19.4 Final Housing Assistance Payments

Housing Assistance Payments (HAP) are paid to the owner under the terms of the HAP contract. If the owner has begun eviction proceedings and the family continues to reside in the unit, Pensacola Housing shall continue to make HAP payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide Pensacola Housing with the documentation, including notice of the date of the court-ordered Writ of Possession.

HAP payments stop when the lease terminates. In some cases, the owner may keep the full HAP payment for the month in which the family moves out, or, in the case of a one-person household, if that person passes away.

20.0 Denial and Termination of Assistance [24 CFR 982.552]

Pensacola Housing will provide families with a written description of the family obligations under the program, the conditions under which Pensacola Housing terminates assistance, and Pensacola Housing's informal hearing procedures. Pensacola Housing may terminate assistance for a family because of the family's action or failure to act.

20.1 Denial of Assistance

Pensacola Housing policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2 of this Administrative Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to the HCV program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

20.2 Termination of Assistance

Pensacola Housing may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failing to provide information requested by Pensacola Housing;
2. HUD-mandated terminations for criminal history;
3. HUD-mandated terminations for failure to complete consent forms;
4. HUD-mandated terminations for ineligible immigrant status;
5. Other violations of federal law or regulation; and
6. If the family is out of the assisted unit for more than 60 consecutive days without contacting Pensacola Housing for approval of the absence.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a tenancy;
2. Terminating HAP payments under an outstanding HAP contract; and
3. Refusing to process or provide assistance under portability procedures.

20.2.1 Failure to Comply with Family Obligations

Pensacola Housing will terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that Pensacola Housing or HUD finds necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status (as provided by 24 CFR Part 5 Subpart E). "Information" includes any requested certification, release or other documentation;
2. The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition, in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to maintain active service for any essential utilities that are assigned to the tenant; fails to provide and maintain any appliances which are to be provided by the tenant; or when the family or their guest causes damages beyond normal wear and tear to the unit;
6. The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice;
7. The family may not commit serious or repeated violations of the lease;
8. The family must provide proper written notice to the owner and, at the same time, notify Pensacola Housing, before the family moves out of the unit or terminates the lease;
9. The family must promptly give Pensacola Housing a copy of any owner eviction notice;
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
11. The composition of the assisted family residing in the unit must be approved by Pensacola Housing. The family must promptly inform Pensacola Housing of the birth, adoption, or court-awarded custody of a child. The family must request Pensacola Housing approval to add any other household members;
12. The family must promptly notify Pensacola Housing if any household member no longer resides in the unit;
13. If Pensacola Housing has given approval, a foster child, foster adult, or live-in aide may reside in the unit. If the family does not request approval or if Pensacola Housing does not approve the request, the family may not allow the foster child, foster adult, or live-in aide to reside with the assisted family;
14. Members of the household may, with Pensacola Housing's prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;
15. The family may not sublease or otherwise receive compensation for anyone's occupancy of the unit;
16. The family may not assign the lease or otherwise transfer the unit;
17. The family must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Pensacola Housing-requested information or

certification on the purposes of family absences. The family must cooperate with Pensacola Housing for this purpose. The family must promptly notify Pensacola Housing of any absence from the unit for any period in excess of 14 consecutive calendar days;

18. The family may not own or have any ownership interest in the unit (except for owners of manufactured housing renting the manufactured home space);
19. The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
21. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
22. An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

20.2.2 Other Causes for Termination

Pensacola Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If a family fails to establish citizenship or eligible immigrant status for any household member and is not eligible for, or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance.
2. If Pensacola Housing determines that a family has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the assisted unit.
3. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the family currently owes a debt to Pensacola Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. If the family breaches an agreement with Pensacola Housing to repay amounts owed because of oversubsidy resulting from failure to report changes in income or household composition in a timely manner.
6. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
7. If the family has engaged in or threatened abusive or violent behavior toward Pensacola Housing personnel. Pensacola Housing has a zero tolerance policy regarding threatening, abusive, or violent behavior towards any Housing Department staff member and will deny or terminate assistance if any family member displays and/or engages in said behavior, in accordance with 24 CFR 982.552(c, ix).

8. If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
9. If Pensacola Housing does not have adequate funding to continue the family's assistance.

20.3 Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the household, Pensacola Housing will consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual household members, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

If requested by an applicant or participant who is a person with a disability, Pensacola Housing will consider verifiable, mitigating circumstances that explain or overcome prior misconduct related to a previous tenancy. If reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration.

Pensacola Housing may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. Pensacola Housing may permit other members of a participant family to continue receiving assistance with this stipulation.

If Pensacola Housing seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that Pensacola Housing provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, Pensacola Housing will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.4 Terminations Due to Insufficient Funding

Pensacola Housing may be forced to suspend or terminate HAP payments based on budgetary requirements or reduction of funds from HUD.

Unless there are emergency circumstances, written notice of not less than 30 days will be given to the family and owner whenever possible, stating the status of the funding and the date of suspension or termination.

After the institution of all possible cost cutting measures, Pensacola Housing may find it necessary to terminate HAP contracts due to budget reductions established by the federal government. The selection of families to be terminated will be determined by random selection (lottery), subject to HUD notice PIH 2011-3 and other HUD requirements applicable to this circumstance. In compliance with HUD notice PIH 2013-19, NED, HUD-VASH and/or FUP families that comprise the number of families Pensacola Housing is required to serve under these programs will be terminated last, should funding shortfall terminations be necessary. For holders of regular HCV vouchers, a participant family whose head of household is elderly and/or disabled will be exempted from the initial lottery for termination but will be included in any subsequent lottery.

Should it become necessary to terminate assistance because of insufficient funding, Pensacola Housing will take the following steps:

1. Pensacola Housing will determine the number of HAP contracts that must be terminated in order to meet budget constraints for the remainder of the budget appropriation period.
2. Participant families, owners, and HUD will be notified in advance of a lottery.
3. The lottery will be conducted and certified by an independent accounting firm.
4. Terminated families will be placed on a suspension waiting list by date of termination; after re-determination of eligibility and funding, they will be reinstated for participation when adequate funding becomes available.

An informal hearing will not be afforded for families whose assistance is terminated or suspended due to insufficient funding, as this action is considered a discretionary administrative determination.

20.4.1 Reissuing Vouchers after a Lottery

When Pensacola Housing is ready to resume issuing vouchers after it has conducted a lottery, it will issue vouchers first to families that qualify for special purpose programs, such as NED, HUD-VASH, and/or FUP, until it is once again administering its required number of special purpose vouchers.

21.0 Debts and Repayment Agreements

This chapter describes Pensacola Housing's policies for the recovery of funds that have been overpaid.

21.1 File Documentation

Before a debt is assessed against a participant or owner, Pensacola Housing's claim that a debt is owed must be properly documented. Documentation will include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, will be made available to the participant or owner who owes the debt.

21.2 Methods of Debt Collection

Every effort shall be made to collect all debts owed to Pensacola Housing. Collection methods may include:

1. Demands for lump sum payments;
2. Execution of a repayment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

21.3 Repayment Agreements for Participants [24 CFR 982.552 (c, v-vii)]

A repayment agreement is a written agreement entered into between Pensacola Housing and a program participant who is indebted to Pensacola Housing. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to Pensacola Housing in the event of a default by the debtor.

21.3.1 Pensacola Housing May Decline to Enter Into a Repayment Agreement

Pensacola Housing, at its sole discretion, may enter into repayment agreements with participants or owners. Pensacola Housing will generally not enter into repayment agreements when:

1. The participant has already entered into a previous repayment agreement and still has an outstanding debt balance with Pensacola Housing;
2. Pensacola Housing determines that the participant has committed or has attempted to commit program fraud; or
3. Pensacola Housing determines that the amount owed is more than the participant can repay in a reasonable period of time while still remaining in compliance with HUD’s affordability guidelines concerning repayment agreements.

21.4 Terms and Conditions of Repayment Agreements

Pensacola Housing shall prescribe the terms and conditions of any repayment agreement.

21.4.1 Term

The repayment agreement term will typically range from 6 to 48 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed.

21.4.2 Monthly Payments

The monthly payment will typically be the greater of $25 or the total amount due divided by the number of months in the term of the payment agreement. Pensacola Housing will ensure that the combined actual family share and monthly repayment amount do not exceed 40% of the household's adjusted monthly income.

Pensacola Housing may approve a decrease or temporary (up to 6 months) deferral of the monthly repayment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests the hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the repayment agreement until the hardship occurred. The change in monthly payment shall be documented as an attachment to the repayment agreement and shall be signed by the housing specialist and the participant. The term of the repayment agreement shall be lengthened accordingly.

21.4.3 Execution

Repayment agreements shall be executed by the head of household and, for Pensacola Housing, by the housing specialist.

21.4.4 Cashier Check or Money Order Only

Pensacola Housing will accept cashier's checks or money orders as payments toward participant debt.

21.4.5 Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by Pensacola Housing during the calendar month due. Failure to make any payment before it is delinquent shall constitute a default under the repayment agreement.

Participants with delinquent payments will not be able to recertify for continued assistance unless they become current on their repayment agreement.

Failure to comply may result in termination of the participant's assistance. Pensacola Housing may pursue any available remedy, including filing a civil action, to collect the remaining balance owed at termination.

21.5 Requests to Move or Port from Participants with Debts

No move will be approved unless the family is current on their repayment agreement or the debt is paid in full, unless the request to move is a result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation request approved by Pensacola Housing;
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member; OR
6. Other exceptional circumstances, to be reviewed by Pensacola Housing.

Pensacola Housing may still require that a repayment agreement be current before issuing a voucher to move in these cases.

Pensacola Housing will not grant portability requests made by families with outstanding debt balances, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and moving out of the jurisdiction is needed to protect the health or safety of the family or family member.

21.6 Owner Debts to Pensacola Housing [24 CFR 982.453(b)]

If an owner has received HAP to which the owner is not entitled, Pensacola Housing may recover such amounts from future HAP payments owed to the owner.

If future HAP payments are insufficient to recover the amounts owed in a reasonable time, Pensacola Housing may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a repayment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. Prohibit the owner's future participation in the program; or
5. File a lawsuit to recover the debt.

21.6.1 Owner Fraud

If an owner has been overpaid as a result of fraud, misrepresentation, or violation of a HAP contract, Pensacola Housing may terminate the contract, seek restitution and/or refer the case for criminal prosecution.

21.7 Referrals in the Case of Fraud

When fraud is involved, Pensacola Housing may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

21.8 Maintaining Debt Records

Pensacola Housing will keep a record of all debts owed for reference in reviewing applications to the HCV program and other housing programs it administers.

21.8.1 Debts Owed to PHAs and Termination Module

HUD has established a national database to serve as a repository for debt and termination information on former participants of Section 8 housing assistance programs. It is mandatory that each local PHA and housing provider designate at least one staff person to enter information into this Debt Termination Data Base (DTDB).

Pensacola Housing will adhere to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

22.0 Complaints, Informal Reviews, and Informal Hearings

This chapter describes the policies, procedures, and standards to be applied when applicants, participants, or owners disagree with a Pensacola Housing decision, or when complaints about the HCV program or its participants are received by Pensacola Housing.

22.1 Complaints

Pensacola Housing will investigate and respond to complaints by applicants, participant families, owners, and the general public.

If the complaint is an allegation of fraud, a Pensacola Housing staff member will take the fraud report, requesting specific information such as the name of the tenant and the address of the unit where the alleged fraud occurred. The privacy of Pensacola Housing's clients will be protected at all times.

When the report is complete, a Pensacola Staff member will:

1. Review the report details to determine whether the tenant and/or the unit are, in fact, actively participating in Pensacola Housing's voucher programs.
2. For program participants, determine whether the reported behavior or activity in fact constitutes a program violation.
3. For alleged program violations, launch a fraud investigation.

For fraud investigations, Pensacola Housing will typically contact the tenant family and the landlord in writing, informing them of the allegations and of the steps needed to either confirm or return to program compliance. The family will have 10 business days to respond to the letter and provide requested documents. Failure to respond, or to provide sufficient third-party verification confirming program compliance, may result in termination of assistance. Participant families who are terminated as a result of a fraud investigation will have the right to request an informal hearing.

If the complaint or allegation of fraud comes from the landlord, and the alleged tenant behavior is a violation of the lease agreement, Pensacola Housing will instruct the landlord to enforce their lease and to provide the Housing office with copies of all notices pertaining to lease enforcement.

22.2 Informal Reviews for Applicants [24 CFR 982.554]

An informal review is a review of an applicant's file and circumstances by a Pensacola Housing staff member who has not had any previous material involvement with the application, to determine whether Pensacola Housing's policies and procedures were applied correctly in denying the application.

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.2 When an Informal Review Isn't Required

Informal reviews aren't required in the following circumstances:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues, such as income eligibility;
3. The determination of the family voucher size under Pensacola Housing subsidy standards;
4. A refusal to extend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses. The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

22.3 Informal Hearings for Participants [24 CFR 982.555]

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.3.1 When an Informal Hearing Isn't Required

Pensacola Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Pensacola Housing.
2. General policy issues or class grievances.
3. Establishment of the Pensacola Housing utility estimate schedule for families on the program.
4. A determination not to approve an extension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, Pensacola Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of family size.
8. A determination to exercise or not exercise any right or remedy against an owner under a HAP contract.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be provided copies of, and adequate time to examine any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf. Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status [24 CFR 5.514 (e, f)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

23.0 Program Integrity

Pensacola Housing maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or Pensacola Housing employees fail to adhere to program requirements, Pensacola Housing will take appropriate action. The action that is appropriate depends on the particular case and circumstances.

Pensacola Housing addresses program errors, omissions, abuse, and fraud through both prevention and detection. Preventive measures are the most effective way to deter widespread program irregularities. This chapter discusses the important differences between program errors and omissions versus abuse and fraud. It also identifies various methods Pensacola Housing uses to prevent and detect errors and abuses, and discusses corrective action methods.

23.1 Distinguishing Between Errors and Omissions versus Abuse and Fraud

This chapter uses the terms "error" and "omission" to identify situations in which a family or owner does not comply with program requirements, or staff members inadvertently apply program rules incorrectly. For families and owners, an error or omission may be intentional or unintentional. Some will affect family share and subsidy amounts, others will not. Pensacola Housing will carefully analyze the unique circumstances of the case to determine how best to handle the situation. Errors or omissions that affect the family's subsidy amount, or tenant rent, or the regular flow of housing assistance payments, will be a higher priority.

"Abuse" and "fraud" mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they're not entitled, resulting in an inappropriate allocation of HCV program funds. Program abuse and fraud can also occur among PHA employees, when they willfully fail to administer program requirements uniformly.

Pensacola Housing recognizes the difference between unintentional and intentional misreporting. In many cases of unintentional reporting, Pensacola Housing will make any required corrections and then move on without taking any further action. In cases of intentional misreporting, Pensacola Housing staff will evaluate the specific circumstances and seriousness of the case to determine whether it is a case of fraud, whether the appropriate remedy is termination from the program, and when mitigating circumstances should be considered.

23.2 Fraud Prevention

Pensacola Housing will address the prevention, detection, investigation, and disposition of participant fraud and program abuse through the use of file auditing, electronic data matching, and other investigative techniques as required.

Housing specialists will ensure that all HCV program applicants and participants are aware of program requirements through the Eligibility Briefing, mover's briefings, and the annual/interim recertification processes.

All adult family members or prospective members will be required to sign releases of information allowing third party verification of income, assets, and household composition. Housing specialists will review these releases with the family to ensure understanding and complete disclosure.

All client files will be subject to random quality control reviews by a program supervisor.

23.2.1 Use of the Enterprise Income Verification (EIV) System

Since January 31, 2010, all PHAs have been required to use the EIV system. Authorized housing specialists will access the EIV System as required by HUD to verify identity and employment, unemployment, Social Security, SSI, and Social Security Disability information and history for each individual in the household, both annually and for interim reexaminations. All families are required to sign confidentiality releases allowing housing specialists to access EIV information and consult with other agencies regarding income and household composition.

If a discrepancy appears on the household's EIV report, the housing specialist will review it, and if necessary, open an investigation. No family will be terminated based solely on unverified EIV income information. The information must be verified through third party verification.Only the participant, the housing specialist, and authorized supervisors may view the participant's EIV documentation.

EIV information may be presented at an informal hearing, if necessary, and may be viewed by the hearing officer and representatives for the family as well as participating housing staff. However, copies of the EIV information will not be distributed to those in attendance at the informal hearing.

Pensacola Housing will retain a lockable container, file cabinet, or room in which to store EIV documents that are outdated and slated to be destroyed,. Participant files containing EIV information will only be accessed by designated staff members and will not be accessible to the general public.

As required by HUD, Pensacola Housing will enter debt owed and termination information into the EIV system for participants who leave Pensacola Housing's HCV program, with an adverse termination or who, whether they depart voluntarily or involuntarily, have an outstanding debt balance at the time of program termination.

23.2.2 SAVE Verification

The SAVE system has been established by the Department of Immigration and Naturalization (INS), and is accessible to Housing Department personnel for first-line verification of citizenship and eligible immigrant status. Documentation of eligibility of noncitizens is required, pursuant to HUD regulations. Housing specialists will verify eligible immigrant status of those applicants and participants whose birth certificates indicate foreign birth.

23.2.3 Quality Control Reviews

Random files will be selected on a regular basis for quality control review of income calculation, as well as other items required by SEMAP. If it appears through a quality control audit that the income reported by the household, and submitted by Pensacola Housing on HUD form 50058, does not coincide with the household's EIV report, then a full investigation of the file may be undertaken, following the processes described in Section 23.4.2 of this Administrative Plan.

23.2.4 Tips from the Public

Occasionally, Pensacola Housing receives tips from callers regarding participant or owner fraud. Pensacola Housing will attempt to verify any facts presented by the caller and may launch a fraud investigation following the procedures outlines in section 22.1.

23.2.5 Referrals to Law Enforcement

Pensacola Housing may refer certain instances of deliberate failure to report income, assets, and household composition, or the deliberate withholding of such information to obtain benefits to which the family would not be otherwise entitled, to local law enforcement agencies.

23.3 Criteria for Investigation of Suspected Abuse and Fraud

Pensacola Housing expects participating families to comply with HUD requirements, voucher provisions, and program rules. Pensacola Housing staff will make every effort to orient and educate all participants to avoid any non-compliance. Pensacola Housing acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, to the community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

Pensacola Housing will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips. Pensacola Housing will investigate allegations received from any source including other agencies, companies or individuals, of participant non-compliance or violation of family obligations or program rules;
2. Internal file review. An investigation will be conducted if Pensacola Housing staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with

previous file data, Pensacola Housing's knowledge of the family, or statements made by the participant;
3. Verification of documentation. An investigation will be made whenever Pensacola Housing receives independent verification or documentation that conflicts with information or representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies); and
4. If inspection results identify possible discrepancies or suspicious circumstances. Pensacola Housing will investigate when an HQS inspector identifies circumstances that appear not to match the information on record for a family, such as more people living in the unit than authorized, or fewer people living in the unit than authorized.

23.4 Processing Allegations of Program Abuse and Fraud

Pensacola Housing staff encourages participants, owners, and community members to report suspected fraud and program abuse. All such referrals, as well as referrals from other agencies, will be thoroughly documented in the participant's file or electronic record. All allegations, complaints, and tips will be carefully evaluated to determine if they warrant further investigation.

Pensacola Housing staff will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

23.4.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a Pensacola Housing applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If Pensacola Housing staff concludes, after reviewing the file, that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, Pensacola Housing will initiate an investigation to determine if the allegation is true or false. The investigation shall be concluded within 30 days of the conclusion of the internal file review.

23.4.2 Further Investigation

If Pensacola Housing determines that an allegation or referral warrants investigation, either the housing specialist who is responsible for the file, or a person designated by the Housing Director, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, without being limited to, the items listed below. In all cases, written authorization from the program participant shall be requested as needed for the release of information.

1. Credit Bureau Inquiries. In cases involving possible unreported income sources, a credit bureau inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit. In cases where financial activity conflicts with file data, Pensacola Housing will obtain a credit check or Employment Security report in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Other Agencies. Investigators, case workers, or representatives of other benefit agencies may be contacted.
5. Public Records. If relevant, public court records may be reviewed. Examples of public records which may be reviewed include: real estate records, marriage and divorce decrees, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
6. Interviews with Head of Household or Other Household Members. The investigator may discuss the allegation (or details thereof) with the head of household or other household members.
7. IRS Inquiries. Authorization forms will be signed to allow Pensacola Housing to verify all income reported to the IRS, including verification of non-filing.

23.4.3 Document Storage

Documents and other evidence obtained by Pensacola Housing during the course of an investigation will be kept in the participant's file following completion of the investigation.

23.4.4 Conclusion of the Review

At the conclusion of the investigation, the investigator will report the findings to the Housing Director, who will determine whether a violation occurred, did not occur, or if the facts are inconclusive.

23.4.5 Evaluation of the Findings

If it is determined that a program violation occurred, the Housing Director, in consultation with the rental assistance program manager, will determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

23.5 Procedures for Documented Violations

When a program violation has been documented, the investigator will propose an appropriate remedy based upon the type and severity of the violation, following these guidelines.

23.5.1 Procedural Non-Compliance

This category applies when a participant failed to observe a procedure or requirement of Pensacola Housing, but did not misrepresent a material fact, and there is no retroactive assistance payment owed by the family due to oversubsidy. Examples of non-compliance

violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by Pensacola Housing.

In such cases, a notice will be sent to the family which contains the following:

1. A description of the non-compliance and the procedure, policy or obligation that was violated;
2. The date by which the violation must be corrected, or the procedure complied with;
3. The action that will be taken by Pensacola Housing if the procedure or obligation is not complied with by the date specified; and
4. The consequences of repeated (similar) violations.

23.5.2 Procedural Non-Compliance and an Overpayment

When the family owes money to Pensacola Housing for failure to report, or delayed reporting of, changes in income or assets, or a change in household composition, Pensacola Housing will issue a termination notice if there is a history of such violations, or if the participant refuses to enter into a repayment agreement and/or make payments on a signed repayment agreement. The termination notice will contain the following:

1. A description of the violation and the date(s);
2. An explanation of the amounts owed to Pensacola Housing;
3. The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;
4. A statement that any hearing request must be made within 10 business days from the date of the notice;
5. The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the investigator;
6. A statement that if the participant fails to request an informal hearing or make repayment arrangements, Pensacola Housing will terminate assistance; and
7. A statement that if the participant is offered a repayment agreement, the participant must meet with Pensacola Housing staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment may result in termination of assistance. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 22.

23.5.3 Intentional Misrepresentations

When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, Pensacola Housing may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

1. Criminal prosecution. Pensacola Housing may refer the case to the City of Pensacola Attorney, whose office may in turn refer the case to the U.S. Attorney, County

Prosecutor, Pensacola Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. Pensacola Housing may also notify HUD's Office of the Inspector General;
2. Civil litigation. Pensacola Housing may bring an action for recovery of funds and for costs and attorneys' fees; or
3. Administrative remedies. Pensacola Housing will terminate assistance and may execute an administrative repayment agreement in accordance with Pensacola Housing's repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;
2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;
4. If there were admissions to others of the illegal action or omission;
5. That the participant omitted material facts which were known to him/her (for example, employment of self or other household member);
6. That the participant falsified, forged or altered documents; or
7. That the participant uttered and certified to statements at any stage of the application process or participation in the HCV program that were later proven to be false.

23.6 Case Conferences for Serious Violations and Misrepresentations

When Pensacola Housing has established that material misrepresentation(s) have occurred, a case conference may be scheduled, at Pensacola Housing's discretion, to discuss the allegations with the family representative. The conference may, at Pensacola Housing's discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings that conflict with representations in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by Pensacola Housing. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist Pensacola Housing in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, Pensacola Housing will consider:

1. The duration of the violation and number of false statements;
2. The family's ability to understand the rules;
3. The family's willingness to cooperate, and to accept responsibility for their actions;
4. The family's past history with the HCV program; and
5. Whether or not criminal intent has been established.

23.6.1 Post-Case Conference Notification

Pensacola Housing will notify the family by mail of the proposed action no later than 30 days after the case conference.

24.0 Appendices

24.1 Appendix 1: HCV Program Participants and Identity Theft

In the process of reviewing a program participant's income as part of an annual or interim reexamination, Pensacola Housing may discover that the participant may be a possible victim of identity theft. This information will generally come to light as part of the housing specialist's review of the EIV Income Report or the EIV Income Validation Tool (IVT).

If the housing specialist suspects that identity theft has occurred, Pensacola Housing will assist the participant in contacting the reporting agency that was the source of the income discrepancy. In addition, the program participant will be counseled to take the following steps.

1. Check their Social Security records to ensure they are correct. (Call the SSA at 1-800-772-1213.)

2. File an identity theft complaint with the Federal Trade Commission. (Call the FTC at 1-877-438-4338, or visit their website at www.ftc.gov/bcp/edu/microsites/idtheft.)

3. Monitor their credit reports through the 3 national credit reporting agencies: Equifax, Experian, and TransUnion.

4. Request a copy of their credit report and place a fraud alert on it with the 3 national reporting agencies by contacting the agencies directly, or by visiting the website www.annualcreditreport.com.

Contact information for the 3 national credit reporting agencies is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
www.equifax.com
800-685-1111

Experian
P.O. Box 2104
Allen, TX 75013
www.experian.com
888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com
800-680-7289 or 800-888-4213

24.2 Appendix 2: Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
EHV	Emergency Housing Voucher
EVF	Employment Verification Form
FMR	Fair Market Rent
FSS	Family Self-Sufficiency Program
HA	Housing Agency
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IMS	Inventory Management System
INS	(U.S.) Immigration and Naturalization Service
LIA	Live-In Aide
MTCS	Multifamily Tenant Characteristics System
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NED	Non-Elderly Disabled
NOFA	Notice of Funding Availability
OIG	(U.S.) Office of the Inspector General
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PBV	Project Based Voucher
PHA	Public Housing Agency
PIC	Public and Indian Housing Information Center
PIH	Office of Public and Indian Housing
PUC	Per Unit Cost
RR	Rent Reasonableness
RTA	Request for Tenancy Approval
RTC	Request for Tenancy Continuation
SEMAP	Section 8 Management Assessment Program
TTP	Total Tenant Payment

VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act
VMS	Voucher Management System

24.3 Appendix 3: Glossary of Terms

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.].

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and for interim reexaminations.

Absorption: In portability, the point at which a receiving Public Housing Agency stops billing the initial Public Housing Agency for assistance on behalf of a portable family [24 CFR 982.4].

Adjusted Annual Income: The amount of household income, after deductions for program allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes a specific PHA's policies for the administration of tenant-based programs, including voucher programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, this date is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older, or who is an emancipated minor, or who is the spouse of the head of household. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

Americans with Disabilities Act (ADA): Federal law prohibiting discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, telecommunications, and housing.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Agency, under which HUD agrees to provide funding for a program under the 1937 Act, and the Public Housing Agency agrees to comply with HUD requirements for the program.

Annual Income: The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with program regulations.

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (Applicant Family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Asset Income: Income received from assets held by household members. If assets total $5,000 or more, income from the assets is "imputed" and the greater of actual asset income or imputed asset income is counted as annual income.

Lease Agreement (Lease): A written contract between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by the family, and the respective obligations of each party.

Certification: The examination of a household's income, assets, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent portion for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A voucher family can have a co-head or a spouse, but not both; and a co-head is never a dependent.

Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly persons or persons with disabilities that meets the Housing Quality Standards for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by voucher program applicants and participants for the purpose of obtaining income information from employers and SWICAs, the Social Security Administration, and the Internal Revenue Service. The consent forms authorize the collection of information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) that shares a common boundary with the MSA in which the initial PHA is located.

Continuously Assisted: An applicant is considered continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Housing Quality Standards.

Dependent: A member of the family (excluding foster children and adults) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a full-time student 18 years of age or over.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the head of household or spouse, as determined in accordance with state and local law.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years old.

Elevated Blood Lead Level (EBLL): EBLL means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than 5 micrograms of lead per deciliter of blood or more. A confirmed concentration is one that is measured by a venous (from a vein) blood draw, and not a finger prick/quick capillary screening test.

Eligible Noncitizen: An eligible noncitizen is a resident of the United States who 1) is a U.S. permanent resident with Permanent Resident Card; or 2) is a conditional permanent resident; or 3) is the holder of an Arrival-Departure Record (I-94) from the Department of Homeland Security showing any one of the following designations: Refugee, Asylum Granted, Parolee (and the I-94 confirms paroled for a minimum of one year and status has not expired), or Cuban-Haitian Entrant.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to verify citizenship or eligible immigrant status.

Exception Payment Standard: A payment standard that is more than 110% of FMR. Pensacola Housing may approve an exception payment standard of up to 120%, as a reasonable accommodation for a household including a person with a disability, to ensure the household has equal access to the program. Pensacola Housing may also request HUD approval of exception payment standards for certain neighborhoods or census tracts, if needed to maintain lease up, to provide participants with access to neighborhoods of low poverty concentration, or to achieve other program goals.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Family: A family whose annual income does not exceed the federal poverty level or 30% of the median income for the area, as determined by HUD and adjusted for household size.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). The Fair Housing Act protects the buyer or renter of a dwelling from seller or landlord discrimination.

Fair Market Rent (FMR): The amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. Fair Market Rents are determined by HUD and published at least annually in the Federal Register. They are established for units of varying sizes, by number of bedrooms, and include the cost of essential utilities and other essential housing services, in addition to the rent.

Family: A person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under a HUD-assisted housing program.

Family Self-Sufficiency Program (FSS Program): The program established by a Public Housing Agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family, or the gross rent minus the amount of the housing assistance payment.

Family Voucher Size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

Full-Time Student: A person who is attending school or vocational training on a full-time basis, as defined by the educational institution.

Gross Rent: The sum of the rent to owner plus any utilities for which the family is responsible.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aides).

Head of Household: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Household Members: All individuals who reside or will reside in the unit and who are listed on the lease and the 50058 form, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP): The monthly assistance payment made by a PHA. The total assistance payment consists of (1) a payment to the owner for rent to owner under the family's lease; and (2) an additional payment if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Assistance Payment or utility reimbursement.

Housing Choice Voucher: A document issued by a Public Housing Agency to a family selected for admission to the voucher program. The voucher describes the program and the family obligations, as well as procedures for PHA approval of a unit.

Housing Quality Standards (HQS): The HUD minimum quality standards for units under the voucher programs.

Imputed Income: For households with net family assets totaling $5,000 or more, the amount calculated by multiplying net family assets by a PHA-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Public Housing Agency (PHA): In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim Reexamination: A reexamination of a household's income, expenses, and household composition conducted between annual recertifications when a change in the household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the Public Housing Agency has authority under Federal, State, and local law to administer housing choice voucher programs.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA. The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

Low Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS.

Manufactured Home Space: A space leased by an owner to a family, with a manufactured home owned and occupied by the family located on it. See 24 CFR 982.622 to 982.624.

Medical Expenses: Medical expenses, including health insurance premiums, which are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance.

Mixed Family: A family whose members include those with citizenship or eligible immigrant status, and those without citizenship or eligible immigrant status.

Monthly Adjusted Income: Monthly income after allowable deductions.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of Cooperative.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Non Citizen: A person who is not a citizen or national of the United States.

Notice of Funding Availability (NOFA): The Federal Register document that invites applications for funding for budget authority that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and compositions.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In this Administrative Plan, the term "owner" may refer to the unit's property owner of record, or the real property owner's representative, manager, agent or realtor who has been authorized by the owner to contract with Pensacola Housing on the owner's behalf.

Participant (Participant Family): A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family assisted in the voucher program, before deducting the family's total tenant payment.

Person with Disabilities: A person who has a disability, as defined in 42 U.S.C 423, or a developmental disability, as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with

handicaps" as defined in 24 CFR 8.3. Definition includes persons who have AIDS or conditions arising from AIDS, but, for low-income housing eligibility purposes, does not include a person whose disability is based solely on drug or alcohol dependence.

PHA Plan: The annual plan and the 5-year strategic plan as adopted by the PHA and approved by HUD.

Portability: Renting a dwelling unit with tenant-based voucher assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: A program that encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private Space: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: Entity responsible for making eligibility determinations and for income reexaminations. In the housing choice voucher program, the processing entity is the Responsible Entity.

Project-Based Vouchers: An optional component of the HCV program that PHAs may choose to implement. Under this program, a PHA can attach up to 30 percent of its allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private, unassisted market; and (b) for a comparable unassisted unit on the premises.

Receiving Public Housing Agency: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: Person left in assisted housing after other family members have left and become unassisted.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity: For the housing choice voucher program, public housing, project-based certificate assistance, and the moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Section 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: A person living alone or intending to live alone.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant who is not on the PHA's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Special Purpose Voucher. Special Purpose Vouchers are specifically provided for by Congress in line item appropriations that distinguish them from regular vouchers. Examples of Special Purpose Vouchers include Veteran Affairs Supportive Housing (VASH),

Family Unification Program (FUP), Non-Elderly Disabled (NED), and Tenant Protection Vouchers (TPV).

Specified Welfare Benefits Reduction: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency (1) at the expiration of a lifetime or other time limit on the payment of welfare benefits; or (2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (3) because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Tolling.

Temporary Assistance for Needy Families (TANF): A federal assistance program providing assistance such as Food Stamp benefits, or cash assistance, for low-income families.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: In the voucher programs, the portion of the contract rent that's paid by the assisted family.

Third-Party Verification: Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Suspension.

Total Tenant Payment (TTP): The minimum amount the HUD rent formula requires the tenant to pay toward the gross rent.

Utilities: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included as a utility.

Utility Assistance Payment (UAP): The amount, if any, by which the Housing Assistance Payment exceeds the rent to owner. The additional payment is paid toward utility costs on the tenant family's behalf. Also known as a utility reimbursement.

Utility Estimate: If the cost of essential utilities and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, medical professionals).

Very Low-Income family: A family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Veterans Affairs Supportive Housing (VASH or HUD-VASH): A program that combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family that has an unexpired housing voucher.

Waiting List Admission: An admission from the PHA's waiting list. [24 CFR 982.4].

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state or local governments.

Welfare Rent: The amount specifically designated for rent and utilities in "as-paid" state, county, or local public assistance programs. This concept is not used for the housing choice voucher program administered by Pensacola Housing.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.



Administrative Plan
for the
Pensacola Housing Department
Housing Choice Voucher Program

~~*February 2022*~~*September* ~~*2023*~~

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Notice

This Administrative Plan was most recently approved by Pensacola City Council on ~~February 24, 2022~~September XX, 2023.

~~The most recent prior~~Prior versions of this plan had been approved on February 24, 2022, December 16, 2021, and December 14, 2017.

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

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1.0 Program Overview

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

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

1.1 Goals of the Pensacola Housing Department

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

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

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

1.2 Summary of the HCV Program

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

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

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

1.3 Special Purpose Voucher Programs

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

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

1.3.1 HCV Homeownership Program

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

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

1.3.2 Foster Youth to Independence (FYI) Program

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

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

1.3.2.2 Partnering Agencies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.2.6 PHA Eligibility Determination [FYI FAQs]

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

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

1.3.2.7 Lease Up

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

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

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

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

1.3.2.8 Turnover [FYI FAQs]

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

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

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

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

1.3.2.10 Extension of Assistance

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

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

1.3.2.11 Verification Prior to Annual Reexam

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

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

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

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

1.3.2.12 Termination of Assistance for Failure to Meet Conditions

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

1.3.2.13 Termination of Assistance [FYI FAQs]

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

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

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

1.3.2.14 Portability [FYI FAQs]

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

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

1.3.2.15 Project-Basing FYI Vouchers [FYI FAQs]

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

1.4 Purpose of the Administrative Plan

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

1.5 Adherence to the PHA Plan

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

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

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

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

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

1.6 Funding of Operating Expenses

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

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

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

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

Pensacola City Council has authorized the Housing DirectorAdministrator to expend without prior approval up to $10,00025,000.00 for authorized expenditures. Any item or items exceeding $10,00025,000.00 will require prior Pensacola City Council approval before any charge is made against the HCV Administrative Fee Reserve.

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

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

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

Pensacola Housing utilized the following waivers:

- Self-certification of a participant's income was allowed for both annual recertifications and interim exams. Program participants and landlords were not required to complete the Request for Tenancy Continuation (RTC) form.

- The mandatory Enterprise Income Verification (EIV) requirements were waived; however, Pensacola Housing continued to utilize EIV Family Income Reports and agency reports to the extent practicable.

- For waiting list openings and closures, HUD providing alternative public notice methods, to include a voicemail message on the PHA general information telephone number and through the PHA website. (Note: Pensacola Housing's waiting list did not close during the HUD waiver period.)

- Timeframes to complete biennial inspections were extended for families impacted by the COVID-19 pandemic. All delayed biennial inspections will be completed as soon as reasonably possible but no later than one year after the date the biennial inspection would have been required absent the waiver. Pensacola Housing may rely on the owner's certification that no life-threatening conditions exist in the unit. Delayed biennial inspections must be conducted as soon as reasonably possible but no later December 31, 2022.

- Reasonable alternative methods to confirm that repairs were completed, to include photographs and other documentation, were permitted for deficiencies cited during New Unit, Annual, Biennial, Tenant Request, Owner Request, and Special Request Inspections.

- Housing Quality Standard Quality Control Inspections were suspended through October 1, 2021.

- Maximum occupancy standards were waived if household composition for an assisted family changed because of the COVID-19 emergency.

- The requirement to formally adopt revisions to the Section 8 HCV program Administrative Plan was waived through December 31, 2021.

- The requirement to conduct an oral Eligibility Briefing was waived. Eligibility Briefings were conducted by issuing an expanded information packet.

- Upon request, Pensacola Housing extended the term of applicant and participant vouchers in 30-day increments.

- Up to 120 days was permitted for the execution of a Housing Assistance Payment Contract.

- Participants were permitted to be absent from the assisted unit beyond 180 days for extenuating circumstances such as hospitalization, extended stays at nursing homes, or caring for family members, without requiring termination of the HAP contract.

- For families reaching self-sufficiency, the Housing Assistance Payment contract could be extended beyond the 180 day automatic termination date.

- Pensacola Housing had the option to apply an increased payment standard to calculate the monthly housing assistance payment for a family at any time, without being required to wait until the family's annual reexamination date. (Pensacola Housing utilized this waiver program-wide on July 1, 2020.)

- A delay in reviewing and updating the utility allowance schedules was permitted, as long as it was completed on or before December 31, 2021. (Pensacola Housing adopted new utility allowance schedules on December 1, 2020 and again on December 1, 2021.)

1.8 Emergency Housing Voucher (EHV) Service Fees

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

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

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

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

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

1. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance.

2. Aid households in addressing barriers.

3. Coordinate with the Housing Department to ensure appointment notifications are received and appointments kept by eligible individuals and families.

4. Assist eligible households to obtain and complete documents for participation in the EHV Program.

5. Provide housing search assistance, to include transportation, for eligible individuals and families.

6. Provide counseling on compliance with rental lease requirements.

7. Assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, obtaining identification, and addressing other barriers encountered by the applicants.

8. Assess and refer individuals and families to benefits and supportive services, where applicable.

9. Designate and maintain a lead EHV liaison to communicate with the Housing Department.

10. Refer eligible individuals and families to the Housing Department using the coordinated entry system.

11. Attend EHV participant briefings when needed.

12. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.

13. Assure and make available supportive services to the EHV families, where desired.

14. Assist individuals and families with moving expenses when they initially lease a unit, if required.

15. Assist individuals and families with the cost of acquiring essential household items such as tableware, bedding, and basic furnishings.

2.0 Applicant Eligibility

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

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

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

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

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

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

The eligibility criteria are defined further below.

2.1 Definition of Family

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

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

2.2 Definition of Disabled Person

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

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

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

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

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

2.3 Definition of Head of Household

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

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

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

2.4 Spouse of Head of Household

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

2.5 Co-Head of Household

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

2.6 Live-In Aide

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

2.7 Multiple Families in the Same Household

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

2.8 Joint Custody of Children

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

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

2.9 Eligibility of Students

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

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

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

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

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

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

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

2.10 Income Eligibility

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

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

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

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

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

2.11 Income Eligibility for Families Exercising Portability

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

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

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

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

2.12 Mandatory Social Security Numbers

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

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

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

2.13 Exemptions from Social Security Number Disclosure

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

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

2.14 Citizenship/Eligible Non-Citizen Status

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

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

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

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

~~A family without any eligible members that was receiving assistance as of June 19, 1995, may be eligible for temporary deferral of termination of assistance.~~

2.14.1 Mixed Families

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

2.14.2 Ineligible Families

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

2.14.3 Appeals

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

2.15 Criminal History Requirements [24 CFR 982.553]

Pensacola Housing will conduct criminal background checks on all adult household members, including live-in aides. If the individual has lived in the local jurisdiction for the

past five years, this check will be made through state or local law enforcement or clerk of court records. If the individual has lived outside the local area, Pensacola Housing may contact law enforcement agencies where the individual has lived previously, or request a check through the FBI's National Crime Information Center (NCIC).

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

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

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

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

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

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

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

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

2.16 Consent Authorization Forms

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

1. A provision authorizing Pensacola Housing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for initial eligibility or for continued participation.
2. A provision authorizing Pensacola Housing to request income information from the Internal Revenue Service, the Social Security Administration, the Department of Children and Families, Child Support Services, credit reporting agencies, other PHAs, and other sources, for the sole purpose of verifying income and asset information pertinent to the family's eligibility for assistance and level of benefit.
3. A provision authorizing Pensacola Housing to request information regarding utility accounts.

2.17 HUD-Required Denial for Failure to Submit Consent Forms

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

2.18 Other Requirements

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

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

2.19 Screening for Port-In Families

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

2.20 Notice of Standards to Applicants and Participants

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

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

2.21 Notice to Owners Regarding Additional Tenant Screening

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

2.22 Information Provided to Owners

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

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

- The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

3.0 Fair Housing and Equal Opportunity

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

3.1 Affirmatively Furthering Fair Housing

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

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

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

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

3.2 Assistance to Families Claiming Discrimination

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

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

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

3.3 Role of Advocates and Translators

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

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

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

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

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

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

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

3.4 The Violence Against Women Act (VAWA)

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

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

1. Being a victim of domestic violence, dating violence, stalking, or sexual assault (collectively known as "abuse") is not a basis for denial of assistance to HCV programs.
2. Incidents or threats of abuse will not be regarded as "serious or repeated violations of the lease" for termination of assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse. VAWA ~~2013~~ defines an affiliated individual as a spouse, parent, brother, sister, or child of that individual; or an individual to whom that individual stands *in loco parentis*; or any individual, tenant, or lawful occupant living in the household of that individual.
4. The Housing Department or owner/manager may remove a household member from the voucher or from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a lawful tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance, or otherwise penalizing the victim of such activity, who is also a tenant or lawful occupant.
5. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases or assistance. This federal statute authority takes precedence over any federal, state, or local law to the contrary; however, any eviction or removal or termination of assistance must be in accordance with procedures prescribed by federal, state, and local law (for example, the Landlord-Tenant Act, or HCV program regulations).
6. The family may request to move or port, in violation of the lease, if the family has met all other requirements and has moved out of the assisted unit to protect the health or safety of an individual who was the victim of abuse and who

reasonably believed he or she was imminently threatened by further abuse if he or she remained in the unit.

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

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

All information provided by the victim is confidential. Applicants and program participants will be informed of their rights under VAWA ~~and VAWA 2013~~ at admission, during eligibility and recertification meetings, and in notifications informing them that assistance has been denied or terminated.

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

3.5 Accessibility to Persons with Disabilities

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

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

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

3.6 Reasonable Accommodation Policy

In housing, a reasonable accommodation is an exception or change to one or more rules, policies, practices, services, or regulations that will allow an applicant or participant with a disability to have full access to the housing program or dwelling unit. As per 24 CFR 100.202, Pensacola Housing will provide reasonable accommodations, upon request, to ensure that otherwise qualified persons with disabilities are not excluded from participation in Pensacola Housing's voucher programs.

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

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

3.7 Different Treatment Only on Request

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

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

3.8 Identifying and Responding to Requests for Accommodation

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

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

3.9 Verification of the Presence of a Disability

An individual who requests an accommodation must certify in writing that he or she is a person with a disability according to the definitions of disability that appear in Section 2.2, Definition of Disabled Person, of this Administrative Plan. Most requests require the completion of Pensacola Housing-approved forms, which are used to verify information provided in the request. Pensacola Housing staff will provide these forms at the time of the client's request for an accommodation.

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

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

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

3.10 Undue Administrative or Financial Burden

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

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

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

3.11 Responding to a Request for Accommodation

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

3.12 Appeal of Denial for an Accommodation

If a person is denied the accommodation and/or feels that the alternate suggestions are inadequate, he or she may request an informal hearing to review Pensacola Housing's decision by sending a written request to the attention of the Pensacola Housing Department within 30 calendar days of the date of Pensacola Housing's written response to the original request.

3.13 Exception Payment Standards as a Reasonable Accommodation

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

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

3.14 Policy on Live-In Aides

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

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

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

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

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

1. Pensacola Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Pensacola Housing's subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person or persons has been approved by Pensacola Housing.
2. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and do not qualify as live-in aides.
3. Pensacola Housing may not approve a live-in aide if that person does not keep the subsidized unit as their ~~primary~~only residence.

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

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

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

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

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

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

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

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

Pensacola Housing shall conduct a criminal background check for live-in aides proposed by applicants and participants, and shall deny approval if the review of criminal history

discloses a record of activity that would cause denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

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

3.15 Alternate Forms of Communication

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

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

3.16 Services for Non-English Speaking Applicants and Participants

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

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

3.17 Reasonable Accommodation or Modification Requests to Landlords

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

including assisting with Fair Housing complaints when reasonable accommodation or modification requests are unlawfully denied.

4.0 Responsibilities and Obligations

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

4.1 Pensacola Housing Department Responsibilities

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

In administering the program, Pensacola Housing must:

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

In addition, Pensacola Housing shall:

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

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

4.2 Owner Responsibilities

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

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

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

4.3 Family Obligations

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

4.3.1. Supply Required Information

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

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

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

4.3.2 Comply with HQS

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

4.3.3 Occupy and Properly Use the Unit

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

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

4.3.4 Report Absences from the Unit

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

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

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

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

4.3.5 Comply with the Visitor Policy

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

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

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

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

4.3.6 Other Family Obligations

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

4.3.7 Repayment Agreements

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

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

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

5.0 The Application and Voucher Issuance Process

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

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

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

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

The second phase of the application process is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Pensacola Housing uses the full application to confirm the family's eligibility for admission into the HCV program.

5.1 Reasonable Accommodation during the Application Process

When Pensacola Housing has initial contact with an applicant or member of the public, staff shall determine whether the person requires an alternate form of communication. Examples of alternative forms of communication may include but are not limited to the provision of a qualified sign language interpreter; having written materials explained verbally by staff, either in person or by telephone; or provision of written materials in large/bold font. Housing personnel may also offer to make home visits to disabled and elderly applicants.

5.2 Managing the Waiting List

Since the demand for housing assistance often exceeds the limited resources available to HUD and local PHAs, long waiting periods are common. Pensacola Housing maintains a waiting list of potential applicants who've expressed interest in participating in the HCV

program. Pensacola Housing takes applications to compile the waiting list following the procedures described in this section.

5.2.1 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in order of date and time of receipt of the complete written pre-application;
3. Any contact between Pensacola Housing and the applicant will be documented in the applicant file.

Under current HUD regulations, the waiting list cannot be maintained by bedroom size.

5.3 Closing and Opening the Waiting List

Should Pensacola Housing determine that the waiting list needs to be closed for a period of time, the closure will be announced via public notice. The public notice will be published online, in a local newspaper of general circulation, and also via any available minority media. Notice of closure may also be sent to other local social service agencies.

The reopening of the waiting list will also be announced via public notice. The public notice will state where, when, and how to apply once applications are being accepted again. The notice will be published in a local newspaper of general circulation, and also by any available minority media. Notice may also be sent to other local social service agencies. The public notice will include information about who is eligible to apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for the HCV program, and that applicants will not lose their place on other waiting lists when they apply for the HCV program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

5.4 Taking Applications

~~Please n~~Note: The application process may change with notice.

Pensacola Housing may take applications for the HCV program waiting list via a number of methods: online, via mail, or by phone. Prior to the reopening of the waiting list, Pensacola Housing will make public notice of the application method that will be used during that application period.

5.4.1 Phone Applications

Applications for the HCV program waiting list will be taken via a dedicated telephone line during regular business hours on ~~the second Wednesday of each~~a predetermined day each

month, excluding holidays. Completed self-declaration pre-applications will be accepted from a minimum of 25 applicants who call the application line during the published hours. Pensacola Housing will later require written verification of the information provided relevant to the applicant's eligibility and household income and composition. ~~verify the information in the application relevant to the applicant's eligibility, admission, and level of benefit.~~

As a reasonable accommodation, each month elderly and disabled applicants ~~are~~ will be provided a second opportunity to apply by calling during regular business hours on ~~the second Thursday~~ a day of the month reserved for applications for elderly and disabled households.~~of each month, excluding holidays.~~ A dedicated TDD line will be available to take application calls, in addition to the dedicated telephone line. A minimum of 25 applicant names will be taken during each application period for elderly and disabled applicants. Verification of age (government-issued ID including date of birth, etc.) and/or disability status (i.e., receipt of SSI or SSD, or a statement confirming disability status from a qualified medical provider) is required from applicants who call on Thursdays before they will be placed on the waiting list. Applicants may submit these verification documents with their pre-application.

5.5 Families Nearing the Top of the Waiting List

When a family appears to be within approximately ~~2~~ three months of being offered assistance, the family will be scheduled for an intake interview and the verification process will begin.

The family will complete a Tenant Information Form, present Social Security Numbers and citizenship/eligible immigrant information, ~~and~~ sign the Consent for Release of Information forms, ~~and~~ provide documentation of household income and allowances, and other required forms.

5.6 Waiting List Admissions and Special Admissions

Pensacola Housing may admit an applicant for participation in the program either as a waiting list admission or as a special admission.

If HUD should award funding that is targeted for families with specific characteristics or families living in specific units, Pensacola Housing will use the assistance for those families.

5.7 Preferences

Pensacola Housing will give preference to those families on the waiting list who are victims of federal or state-declared natural disasters. Thirty-party verification of displacement may be required before a voucher is issued.

In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. To ensure this

goal is met, there may be occasions when Pensacola Housing will assist an extremely low income household from the waiting list before assisting a very low income household, even if the very low income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing will follow HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Additionally, Pensacola Housing has set aside 25 vouchers for use by homeless households referred to Pensacola Housing by local homeless service providers.

5.8 ~~Exceptions~~Income Set Asides

~~Notwithstanding the above, if~~If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low- income (unless a different target is agreed to by HUD), Pensacola Housing must skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, Pensacola Housing will monitor incomes of newly admitted families and incomes of families on the waiting list.

If there are not enough extremely low income families on the waiting list, Pensacola Housing will conduct outreach on a non-discriminatory basis to attract extremely low income families to reach the statutory requirement.

5.9 Auditing and Purging the Waiting List

Pensacola Housing will audit and update its waiting list periodically to ensure that the pool of applicants reasonably represents interested families. Auditing also enables updating of applicants' information regarding address, household composition, income category and preferences.

5.10 Setting Applicants on the Waiting List to Inactive

Pensacola Housing will change the status of an applicant on the waiting list to inactive under the following circumstances only:

1. The applicant requests that their name be removed;
2. The applicant fails to respond to a written request for information and/or a request to declare their continued interest in the program, or misses a scheduled appointment, or
3. The applicant does not meet the eligibility criteria for the program.

5.11 Intake ~~Meeting~~

When the applicant's name nears the top of the waiting list, the applicant will be notified of this in writing ~~of the next scheduled pre-certification intake meeting. Applicants will be given~~ and provided a checklist of required eligibility materials, which must be ~~brought to the intake meeting~~submitted for review by Pensacola Housing staff. The applicant will be provided 30 calendar days in which to submit the required materials.

~~At the intake meeting,~~ Pensacola Housing staff will review the applicant's materials and make an eligibility determination. If the application is incomplete, staff will provide the applicant with a checklist of outstanding materials and a deadline for completing the application. Failure to complete the application by the deadline will result in the applicant being set to Inactive on the waiting list.

When the application is complete and eligibility is confirmed, the applicant will be mailed an invitation to attend the ~~next scheduled~~ Eligibility Briefing.

5.12 Pre-Certification for Persons with Disabilities

For applicants identifying as persons with disabilities, Pensacola Housing is required to verify that the applicant qualifies as a person with a disability under voucher program guidelines before granting the rent deduction, disability expense allowance, or deduction for un-reimbursed medical expenses. Applicants cannot be compelled to reveal they have a disability; however, if they do not, they may not receive the program benefits such status confers.

Pensacola Housing will not require applicants to provide access to confidential medical records in order to verify disability, nor will Pensacola Housing require specific details as to the disability. Pensacola Housing **may not** seek the individual's specific diagnosis, nor seek information regarding the nature and/or severity of effects of the individual's disability.

If Pensacola Housing receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, that documentation will immediately be disposed of, not maintained in the individual's file, as it is confidential information.

Pensacola Housing will ensure that all employees who are involved in the screening application process understand how to conduct participant selection and screening without discriminating on the basis of any protected class, ~~in particular~~including against applicants with disabilities.

~~Home visits are available as a reasonable accommodation. In addition, a Telecommunication Device for the Deaf (TDD) is available during all Housing Department business hours.~~

If requested to do so by an applicant who is a person with disabilities, Pensacola Housing will consider verifiable, mitigating circumstances that explain and/or overcome any prior misconduct related to a previous assisted tenancy. If a reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration. If eligibility is denied by Pensacola Housing, disabled applicants will be notified in writing, and will be advised of their right to request an informal review. A reasonable accommodation may also be requested by the applicant during the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the programs offered by Pensacola Housing.

5.13 Eligibility Briefing

After eligibility has been confirmed ~~at the intake meeting~~, the family will be scheduled to attend an Eligibility Briefing explaining how the program works. ~~The family is~~All adult family members are required to attend the briefing in order for the family to be eligible to receive a voucher. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission to the program.

~~Families unable to attend a briefing due to a disability may~~Upon request, Pensacola Housing will provide a reasonable accommodation regarding the Eligibility Briefing, such as having the briefing presented at an alternate location or ~~during~~ via a one-on-one appointment. If an applicant with a disability requires auxiliary aids or other assistance to gain full benefit from the briefing, Pensacola Housing will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, Pensacola Housing will give primary consideration to the request of the applicant.

Pensacola Housing will also provide, upon request, a qualified sign language interpreter. However, the Housing Department's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative, or advocate accompany him or her when conducting business with Pensacola Housing.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside Pensacola Housing's jurisdiction;
4. Types of eligible housing;
5. An explanation of how portability works;

6. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

5.14 Eligibility Packet

~~During the Eligibility Briefing,~~ Pensacola Housing will provide the applicant ~~family~~ with an information packet covering at least the following subjects:

1. The term of the voucher and Pensacola Housing's policy on extensions and suspensions of the term.
2. How Pensacola Housing determines the Total Tenant Payment (TTP), family share, and Housing Assistance Payment (HAP) for the family;
3. Information on payment standards and the utility estimate schedule;
4. How Pensacola Housing determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside Pensacola Housing's jurisdiction at initial lease up, the packet includes an explanation of how portability works;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample HAP contract;
7. The Request for Tenancy Approval (RTA) form and an explanation of how to request Pensacola Housing approval of a unit;
8. A statement of Pensacola Housing's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing Pensacola Housing to provide prospective owners with the family's current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, Pensacola Housing will also supply any factual information or third--party verification relating to the applicant's history as an assisted tenant or their ability to comply with material standard lease terms;
9. Pensacola Housing's payment standards, including when Pensacola Housing will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure ("Protect Your Family from Lead in Your Home");
12. Information on federal, state, and local Fair Housing laws; the brochure "Fair Housing: It's Your Right"; and a copy of the housing discrimination complaint form;
13. A list of landlords known to Pensacola Housing who have expressed an interest in hearing from rental applicants with vouchers;
14. A list of accessible units known to Pensacola Housing that may be available;
15. The family's obligations under the program;
16. The grounds upon which Pensacola Housing may terminate assistance because of the family's action or inaction;

17. Pensacola Housing's informal hearing procedures, including when Pensacola Housing is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
18. An informational brochure and form explaining VAWA (the Violence Against Women Act).

In addition, landlord packets are available in the office and on the internet for all interested parties.

5.15 Issuance of Voucher

Once a family's eligibility has been confirmed and its subsidy standard calculated, all household information, including household income, has been verified, and the family has attended an Eligibility Briefing, Pensacola Housing will issue the voucher. At this point the family begins their search for a unit.

5.16 Term of the Voucher

The initial term of the voucher will be 60 calendar days. The Issue Date and Expiration Date will appear on page 1 of the Housing Choice Voucher.

Pensacola Housing may grant extensions to elderly and disabled families, if requested, or to any family on a case-by-case basis ~~due to mitigating circumstances, including, but not limited to: documented hospitalizations; death; or serious, incapacitating illness in the family. Pensacola Housing may also grant extensions on vouchers for families that are considered hard to house, according to HUD's criteria~~. The family is expected to communicate with Pensacola Housing during the term of the voucher, particularly if an extension will be requested.

Upon the family's submittal of a completed RTA form, Pensacola Housing will suspend the term of the voucher until tenancy is approved or the RTA is denied. If the RTA fails to result in lease up, Pensacola Housing will extend the term of the voucher by the length of time the voucher was suspended.

5.17 Missed Appointments

Pensacola Housing will allow the family to reschedule intake meetings and attendance at an Eligibility Briefing for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When good cause exists, Pensacola Housing will work closely with the family to reschedule at a suitable time. Applicants who are persons with disabilities may request rescheduling as a reasonable accommodation; missing an appointment due to a disability may be considered good cause. Applicants will be offered the right to an informal review before being terminated from the waiting list. Disabled persons will be afforded reasonable accommodations to afford them participation in the review process. All applicants who fail

to keep a scheduled appointment in accordance with these guidelines will be sent a notice of denial.

For applicants who reside outside of Pensacola Housing's jurisdiction, transportation issues and travel expenses will not be considered good cause.

5.18 Grounds for Denial

Pensacola Housing will deny assistance to applicants who:

1. Do not meet one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Fail to respond to a written request for information or a request to declare their continued interest in the program;
4. Fail to complete any aspect of the application or lease-up process; or
5. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.

In addition, Pensacola Housing will deny or terminate assistance if any household member:

1. Has one or more drug-related or violent-crime-related felony convictions within the last 3 years;
2. Has a debt to Pensacola Housing or to another PHA due to oversubsidy or for some other monies owed in connection with Section 8 Assistance or Public Housing Assistance under the 1937 Act;
3. Has committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
4. Was evicted from federally assisted housing for non-payment of rent within the last 3 years;
5. Was evicted from federally assisted housing, other than for non-payment of rent, within the last 3 years;
6. Was evicted from assisted housing within 3 years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
7. Is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. However, Pensacola Housing may waive this requirement if:
   a) The person demonstrates to Pensacola Housing's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
   b) The person has successfully completed a supervised drug or alcohol rehabilitation program;

c) The person has otherwise been rehabilitated successfully; or
d) The person is participating in a supervised drug or alcohol rehabilitation program.

9. Has engaged in or threatened abusive or violent behavior towards any Pensacola Housing Department staff member;
10. Has been terminated for a violation of family obligations under the HCV program during the last 3 years;
11. Has been convicted of manufacturing or producing methamphetamine (speed) while residing in federally assisted housing, resulting in a lifetime ban from the program;
12. Is a sex offender subject to a registration requirement; or
13. Is a welfare-to-work (WTW) family who fails to fulfill obligations under the Welfare-to-Work voucher program.

5.19 Notification of Negative Actions / Informal Reviews

Any applicant whose name is being inactivated on the waiting list will be notified by Pensacola Housing, in writing, that they have 10 business days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name on the waiting list will be set to inactive if they fail to respond within the timeframe specified.

Pensacola Housing's system of inactivating applicants' names on the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Pensacola Housing will provide a reasonable accommodation. If the applicant indicates that he or she did not respond due to a disability, Pensacola Housing will verify that there is in fact a disability and that the requested accommodation is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

6.0 HCV Project-Based Program

Project-based vouchers (PBV) are an optional component of the HCV program that PHAs may choose to implement. Under this component, PHAs ~~have been able to~~may attach up to 20 percent of their ~~allocated voucher program budget authority~~authorized voucher units to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Effective with 2016's Housing Opportunity through Modernization Act (HOTMA), PHAs are permitted to project-base an additional 10 percent of their vouchers above the previous 20 percent program limitation. The additional 10 percent allocation must be used for units for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. In addition, certain units do not count toward the 20 percent limitation, including units that convert to PBV under the Rental Assistance Demonstration program (RAD), and HUD-VASH PBV set-aside units.

Project-based vouchers can generally be attached to no more than 25% of the units in a property or 25 units, whichever is greater (project cap), although there are several exceptions to this requirement. The limitation does not apply to properties with ~~four units or less,~~ units exclusively housing seniors (62 years or older) or ~~families with a member with a disability, and units whose residents are receiving supportive services~~units housing households eligible for one or more supportive services available to all families receiving PBV assistance in the project.

Pensacola Housing may opt to implement project-based voucher programs if at any time it determines that such a program would:

1. Expand the affordable housing stock available to its clients;
2. Increase the affordability of housing currently not affordable for extremely low income and very low income households;
3. Preserve the affordability of existing affordable housing for extremely low income and very low income households; or
4. Expand affordable housing opportunities for hard-to-house households within our jurisdiction.

Pensacola Housing may enter into agreements and contracts for project-based assistance based on the rules in this chapter.

6.1 Project Selection Criteria

Pensacola Housing will consider the following project selection criteria in evaluating proposals for project-based Housing Choice Vouchers:

1. Housing that serves families with children;
2. Housing that serves homeless households;
3. Housing that serves households with special needs, including, but not limited to:
   a) Young adults aging out of foster care;
   b) People with mental and/or developmental disabilities;
   c) People with physical and/or sensory disabilities;
   d) Domestic violence survivors; and
   e) Recent immigrants for whom language is a barrier to utilizing the tenant-based program.
4. Housing that reduces concentrations of poverty and/or need by:
   a) Being located in low poverty census tracts;
   b) Being located in census tracts with a lower-than-average percentage of tenant-based vouchers;
   c) Serving very low-income populations within mixed-income developments; or
   d) Reducing concentrations of poverty in existing buildings and developments.
5. Housing that provides opportunities to increase the diversity of Pensacola's neighborhoods;
6. Housing that offers an appropriate level of supportive services to residents;
7. Housing that commits to best efforts to serve extremely low-income households for the life of the project;
8. Housing that increases access to high-performing public schools;
9. Housing that provides opportunities for economic self-sufficiency; and
10. Housing that maximizes the use of other funding sources and leverages the use of HCV program funds.

6.2 Eligible Owners of Project-Based Housing

Pensacola Housing will accept applications for project-based HCV program assistance in projects owned by:

1. Non-profit housing providers;
2. For-profit housing providers; and
3. Other housing authorities in Escambia County.

6.3 Project Selection Processes

Under 24 CFR 983.51, PHAs that intend to project-base vouchers have the option of using a competitive selection process, a non-competitive selection process, or both.

Using the non-competitive selection process, PHAs may select a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (for example, the HOME Investment Partnerships Program, or units for which competitively awarded low-income housing tax credits (LIHTCs) have been provided), where the proposal has been selected in accordance with such program's competitive

selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

In order to streamline the selection process and reduce administrative burden, Pensacola Housing will use the non-competitive selection process when proposals are available that meet both:

- The criteria defined in 24 CFR 983.51 (b, 2) for non-competitive selection; and
- The project selection criteria defined in Section 6.1 of this Administrative Plan.

If non-competitive selection is not applicable, or if there are no proposals available using the non-competitive selection process, then Pensacola Housing may implement a competitive selection process following the procedures below.

From time to time, Pensacola Housing may issue a formal Request for Proposals (RFP) inviting proposals for projects that meet Pensacola Housing's project-based program goals. Specific project selection criteria will be determined by Pensacola Housing based on its assessment of current needs and opportunities, and will be described in the RFP, along with numerical weights indicating the priority of each selection criteria used. The RFP process will include a panel of evaluators representing both Pensacola Housing staff and members of the community with an interest in low-income housing.

Pensacola Housing may establish minimum threshold criteria for sponsors participating in the project-based program (for example, minimum standards for the most recent audit of the sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded project-based HCV subsidy must be developed and operated in a manner consistent with HUD regulations. Awards of project-based subsidy are subject to approval of Pensacola City Council.

6.4 Payment Standards / Rent Reasonableness

The payment standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. Pensacola Housing staff will evaluate the rent reasonableness of proposed project rents against the market rent for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

6.5 Utility Estimate Schedule

In general, Pensacola Housing will use the same utility estimate schedule in the project-based program as it uses for tenant-based assistance. For each PBV unit under contract,

Pensacola Housing will implement the new schedule at the next regularly scheduled review.

An owner with energy-efficient units may submit a written request to the Housing DirectorAdministrator that a project-specific utility estimate schedule be substituted for the tenant-based program utility estimate schedule, based on a written estimate from Gulf PowerFlorida Power & Light or (if applicable) Pensacola Energy of the likely consumption of utilities for that building based on its specific energy-efficient features. Such a request will be reviewed and responded to within 30 business days.

6.6 Uses of Subsidy

An owner may use the revenue provided by the project-based housing choice vouchers for any purpose consistent with its organizational mission.

6.7 Contract Term

The contract term for each project will be negotiated individually, based on the project's needs, within the general framework of 5 to 15 years. All contracts are subject to availability of adequate funds.

6.8 Requests for Rent Increases

Owners of units assisted by Pensacola Housing project-based voucher assistance may request rent adjustments annually. Such requests must be in writing, for a specific proposed rent amount. Pensacola Housing will base rent increases on rent reasonableness determinations made by reviewing rents for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

Rent increases will take effect

For each PBV unit under contract, rent increases will take effect at the next regularly scheduled review starting 60 days after the increase was approved by Pensacola Housing.

6.9 Vacancy Loss Payments

When a family moves out mid-month, the housing provider may retain the full HAP payment for that month.

6.10 Reconciliations

Reconciliation requests from owners must be made in writing within 12 months of the payment and must contain all of the following:

1. The specific time period of the discrepancy;
2. The participant name or unit number; and

3. A detailed explanation for why the owner believes there is a discrepancy

Pensacola Housing will respond to complete reconciliation requests within 30 days of receipt.

6.11 Damage Claims

Pensacola Housing will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

6.12 Family Right to Move [24 CFR 983.261]

A family residing in a PBV unit may terminate the assisted lease at any time after the first year of occupancy. The family must provide both Pensacola Housing and the owner advance written notice of intent to vacate in accordance with the lease.

If the family intends to request a tenant-based voucher, they must contact Pensacola Housing before giving notice to terminate the lease. Pensacola Housing will notify the family whether a tenant-based voucher is immediately available, or whether they will be placed on a priority waiting list. If a tenant-based voucher is not immediately available, the family may choose to extend its tenancy in the PBV unit.

If a tenant-based voucher is immediately available, the family will have 14 days from the end date of their PBV lease to contact Pensacola Housing to schedule a move meeting and receive the tenant-based voucher.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance. However, if a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and a move is needed to protect the health or safety of a family member, then Pensacola Housing will not terminate assistance and will offer the family a tenant-based voucher, even if vacancy occurred during the initial lease period.

If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, then as provided in 24 CFR part 5, subpart L, Pensacola Housing will offer the victim the opportunity for continued tenant-based rental assistance.

6.13 Tenant-Based Vouchers and Maximum Occupancy Standards

Families occupying project-based units who exceed the maximum occupancy standard for the assisted unit as outlined in Section 7.2 of this Administrative Plan may qualify for a tenant-based voucher if:

1. The owner submits a request to the HCV program manager for a tenant-based voucher for the family;

2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate sized unit available within six months of the date of the request;
3. The family meets all the requirements for a tenant-based voucher outlined in Chapter 2 of this Administrative Plan; and
4. Pensacola Housing has a voucher available to offer the family.

6.14 Tenant Selection: Waiting Lists

Pensacola Housing will open the waiting list for its PBV program at the time of acceptance of its first PBV project. Separate waiting lists will be maintained for tenant-based assistance and PBV assistance. In compliance with HUD notice PIH-2011-54, all families on Pensacola Housing's tenant-based waiting list will be offered the option to have their names placed on the PBV waiting list when it is opened. The PBV waiting list will be opened, and current applicants notified of their opportunity to request a place on it, in compliance with the procedures detailed in Section 5.3, "Closing and Opening the Waiting List," of this Administrative Plan. Applications for the PBV program waiting list will be taken in compliance with the procedures detailed in Section 5.4, "Taking Applications," of this Administrative Plan.

Owners who receive project-based subsidy from Pensacola Housing may establish their own waiting lists for project-based units, subject to requirements specified in the Housing Assistance Payment (HAP) contract.

6.15 Lease Terms for Residents of Project-Based Properties

The initial lease term for residents of project-based units will be 12 months.

6.16 Eligible Lease-Up Date / No Duplicate Subsidy

For an existing participant moving between buildings or programs, Pensacola Housing will start a new lease no sooner than the first of the month following the last month covered by the previous HAP contract. Pensacola Housing will not make subsidy payments on behalf of the same family to both the former and the new property owner when a family moves mid-month. Nor will Pensacola Housing pay a project-based owner overlapping subsidy for a contracted unit when one family moves out mid-month and another family moves in during the same month.

6.17 Occupancy Standards for Project-Based Properties

The occupancy standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. See Section 7.3 of this Administrative Plan.

6.18 Tenant Selection: Admissions Criteria

Applicants for project-based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance outlined in Chapter 2 of this Administrative Plan, unless otherwise stated below.

6.18.1 Criminal History

Pensacola Housing will review applicant criminal history to ensure applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated denials for criminal history outlined in Section 2.15 of this Administrative Plan. In addition, owners should screen and select tenants using their own standards for criminal history.

Consistent with provisions in the HUD regulations for "evidence of rehabilitation," and in order to accommodate individuals with disabilities, Pensacola Housing may give the property owner flexibility to accept applicants with disabilities for subsidized units who have a criminal history that would otherwise disqualify them for assistance. Screening flexibility will be given particularly to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services for such tenants. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement.

Owners must submit their tenant screening and supportive services plan to Pensacola Housing to qualify for additional screening flexibility, and may be required to document the reasons why the owner feels an applicant is likely to live successfully in the project-based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who are Class B and Class C felons subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or the public at large.

6.18.2 Other Criteria for Admission

For an applicant who has been previously been assisted under the program and was terminated for violating a family obligation in the last 3 years, Pensacola Housing will allow admission to the project-based program when the applicant has supportive services that will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

6.18.3 Debt Owed to Pensacola Housing or Another PHA

Applicants for project-based units who owe Pensacola Housing or another PHA money must repay the amounts owed before their application will be approved. However, Pensacola Housing will consider on a case-by-case basis entering into a repayment agreement for amounts owed to Pensacola Housing. Pensacola Housing will only enter into a repayment agreement when the applicant has sufficient income to make regular payments under the agreement.

6.19 HQS and Inspections

Pensacola Housing will examine the proposed site before the proposal selection date. If the units to be assisted already exist, Pensacola Housing will inspect all of the units before the proposal selection date to determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS as of the proposal selection date.

Pensacola Housing will inspect each contract unit before execution of a HAP contract. Pensacola Housing will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Before providing assistance to a new family in a contract unit, Pensacola Housing will inspect the unit. Pensacola Housing will not provide assistance on behalf of the new family until the unit fully complies with HQS.

At least annually during the term of the HAP contract, Pensacola Housing will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections, as described above, are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, Pensacola Housing will reinspect 100 percent of the contract units in the building.

Pensacola Housing will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. Pensacola Housing will take into account complaints and any other information coming to its attention in scheduling inspections.

Pensacola Housing will conduct re-inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family HQS violations.

In conducting quality control HQS inspections, Pensacola Housing will include a representative sample of both tenant-based and project-based units.

All other procedures and requirements relating to HQS described in Chapter 13 of this Administrative Plan apply to the project-based program.

6.20 Rent Calculations for Tenants

The Minimum Rent policy described in Section 8.3 of this Administrative Plan shall apply to residents of units assisted by project-based vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or to disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to $50 toward rent and utilities.

6.20.1 Treatment of Medicaid

Pensacola Housing will calculate the family TTP as described in Chapter 8, with the exception of project-based units providing assisted housing for seniors on Medicaid. For these properties, Medicaid payments made on behalf of residents of such units will be viewed by Pensacola Housing as medical payment deductions, and residents will be considered to have zero income.

6.21 Unit Transfers

Owners may allow a resident of a project-based unit to transfer from one unit to another on the same contract. Under HCV regulations, a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for the new unit. If the transfer is to a unit on a different project-based contract, recertification of eligibility will be required.

6.22 Release of Health-Related Information

Pensacola Housing will not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

6.23 Protection of Revenue in the Event of Reduction in Federal Funds

Pensacola Housing will follow HUD guidelines in responding to federal cuts in Pensacola Housing's HCV budget authority.

In the event that Pensacola Housing anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect Pensacola Housing's allocation, Pensacola Housing will seek to convene a meeting with affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

6.24 HAP Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP contract in effect for an assisted property, the HAP contract language will take precedence.

7.0 Subsidy Standards and Occupancy Standards

Voucher size is a factor in determining the family's level of assistance under the HCV program. Vouchers for a particular bedroom size are issued based on household composition.

This chapter explains the subsidy standards Pensacola Housing uses to determine the family voucher size for households of various size and composition whenever a voucher is issued, as well as Pensacola Housing's maximum occupancy standards, and the procedures when a family's household composition changes or a family selects a unit size that's different from the voucher size.

7.1 Determining Family Voucher Size [24 CFR 982.402 (b)]

Pensacola Housing does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom assigned on the voucher. Two persons per bedroom is the norm. Pensacola Housing's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

The bedroom size of the voucher is determined by the household composition, regardless of the unit size rented. All standards in this section relate to the number of bedrooms on the voucher (family voucher size), not the family's actual living arrangements.

The following guidelines are designed to determine the voucher size that will be allocated to each household without either overcrowding or over-housing.

In determining bedroom size, Pensacola Housing will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody or guardianship is being obtained or has been temporarily assigned, children who are temporarily in foster care, and children who are temporarily away at school, with the following exceptions:

1. Students who attend a school more than 50 miles away from the subsidized unit are not considered a member of the household for the purpose of determining subsidy; and
2. Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

By default, Pensacola Housing will assign 1 bedroom to 2 people, while following these additional guidelines:

1. One-person households are assigned a 1 bedroom voucher. However, if the individual selects a studio/efficiency apartment, the 0-bedroom payment standard will be used.
2. Adults of different generations may have a separate bedroom. For subsidy standard purposes, different generations are defined as family members from different eras. For example, grandparents/parents; parents/children; etc.
3. Unrelated adults, other than spouses or co-heads, may have a separate bedroom.
4. Adult siblings may have a separate bedroom.
5. A bedroom assignment will not be allocated for a household member, other than a spouse or co-head, who will be absent most of the time, such as a member who is away in the military.
6. Children under 18 of the same gender will be assigned 2 to a bedroom.
7. An approved live-in aide will be provided a separate bedroom. A maximum of one bedroom per household will be allocated for live-in aides. With the head of household's approval, a live-in aide may bring dependents into the household, but doing so cannot result in overcrowding.
8. As per federal regulation, a pregnant woman with no other household members will be treated as a two-person family.

7.1.1 One-bedroom Households

Examples of households that will be assigned a 1-bedroom voucher include:

- 1 adult
- 2 adults (spouses or cohabitants)

7.1.2 Two-bedroom Households

Examples of households that will be assigned a 2-bedroom voucher include:

- 1 adult, 1 child (including a woman who is pregnant)
- 2 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender)
- 2 adults (spouses or cohabitants), 1 additional adult
- 2 adults (spouses or cohabitants), 1 child
- 2 adults (spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (spouses or cohabitants)

7.1.3 Three-bedroom Households

Examples of households that will be assigned a 3-bedroom voucher include:

- 1 adult, 2 children (different genders)
- 3 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender), 1 child (any gender)
- 2 adults (not spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (not spouses or cohabitants)

- 1 adult, 2 children (same gender), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender) 2 children (same gender)
-

7.1.4 Four-bedroom Households

Examples of households that will be assigned a 4-bedroom voucher include:

- 4 adults (not spouses or cohabitants)
- 2 adults (not spouses or cohabitants), 2 children (different genders)
- 1 adult, 2 children (same gender), 2 children (different genders)
- 3 adults (not spouses or cohabitants), 2 children (same gender)
- 1 adult, 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 other adult
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 2 children (same gender)

7.2 Subsidy Standards and Reasonable Accommodations [24 CFR 982.402 (b, 8)]

When a family requests a larger voucher size than the guidelines allow, Pensacola Housing may grant an exception to its established subsidy standards as a reasonable accommodation if the exception is required because of the age, sex, health, or disability status of one or more family members, or for other personal circumstances.

The family will be asked to provide reasonable accommodation paperwork completed by a medical or service provider familiar with the family's circumstances before Pensacola Housing will make such a determination. Pensacola Housing will respond to such requests within 14 business days of receiving completed reasonable accommodation paperwork.

7.3 Occupancy Standards [24 CFR 982.402 (c, d)]

HQS standards allow two persons per bedroom and two persons per sleeping area. At the initial inspection, the inspector will make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

The maximum occupancy for a 0 bedroom/studio unit is two persons. For all other unit sizes, the maximum occupancy is two persons per bedroom plus two persons per

additional sleeping area. Generally, units in Pensacola Housing's jurisdiction have one additional sleeping area above the number of bedrooms, but there may be exceptions.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

Note that the inspector may set a lower maximum occupancy standard for a specific unit, based on the design of the structure and other factors listed above.

When selecting a unit, the family may select an otherwise eligible unit with fewer bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used. The unit must still be affordable for the family at initial lease up, and the family cannot be overcrowded.

The family may also select an otherwise eligible unit with more bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used to calculate the subsidy. The unit must still meet the affordability standard for the family at initial lease up, as calculated using the appropriate payment standard and utility allowance.

7.4 Pensacola Housing Errors

If Pensacola Housing uses the incorrect family voucher size when issuing a voucher and the family has leased up with the voucher, the voucher size, payment standard, and utility allowance will be set to the appropriate level at the family's next annual review, or if the family is issued a moving voucher.

7.5 Changes to Household Composition

See Chapter 16 of this Administrative Plan for policies on when and how new members may be added to the household. Families are required to notify Pensacola Housing of all changes in household composition within 10 business days of the date of the addition to, or departure from, the household.

If, after an addition to the household, the family no longer meets the maximum occupancy standards defined above, meaning the unit is now too small and the family is overcrowded, Pensacola Housing will issue a new voucher of the appropriate size and the family will be instructed to move.

If a family becomes over-housed as the result of a decrease in household size, Pensacola Housing will reduce the family's subsidy to the appropriate voucher size, payment standard, and utility allowance at the family's next annual review, or when a moving voucher is issued.

7.6 Under-housed and Over-housed Families

The family voucher size will be determined by Pensacola Housing in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that is smaller than the assigned voucher size, as long as doing so will not violate the maximum occupancy standards defined above, or those established by local ordinance. The family may also select a unit that is larger than the assigned voucher size, as long as the unit meets the affordability standard (the "40 percent rule") for the family.

If the family selects a unit smaller than the voucher size, the payment standard and utility allowance for the actual unit selected will be used to determine the subsidy. If the family selects a unit larger than the voucher size, the payment standard and utility allowance for the family voucher size will be used.

8.0 TTP, Family Share, and Tenant Rent

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent (see Section 8.3).

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family.

TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual reexamination. The accurate calculation of annual income and adjusted income will ensure that families do not pay more or less toward rent and utilities than required under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income in calculating the TTP.

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD notices and memoranda. Pensacola Housing's policies in this chapter address those areas that give the PHA discretion in defining terms and standards that relate to the determination of TTP.

8.1 Income and Allowances [24 CFR 5.609, 24 CFR 5.611]

Determinations of program eligibility and TTP for the HCV program require that the applicant or participant family's annual income be computed at least annually.

For the purpose of the voucher program, "income" means all amounts, monetary or not, that go to or are on behalf of the family head, co-head, or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or the annual reexamination effective date.

"Annual income" is not restricted to earned income. For the purpose of calculating the TTP, the full definition of annual income, including income exclusions, is found at 24 CFR 5.609. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

Annual income is the gross income anticipated to be received by all family members in the 12 months following certification or recertification. Annual income is used to determine whether applicants are income-eligible for the program, and if so, whether they are at the very low income or extremely low income level.

"Gross income" is the amount of income prior to any HUD mandated expenses or deductions. "Adjusted income" is annual income minus any HUD mandated allowances and deductions.

HUD authorizes the following mandatory deductions from annual income:

1. **Dependent allowance**: $480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled. The head of household, co-head or spouse, foster children, and foster adults are not eligible for the dependent allowance.
2. **Elderly/disabled household allowance**: $400 per family for families whose head, co-head or spouse is 62 or over or disabled.
3. **Child care allowance**: Reasonable unreimbursed child care expenses for the care of children age 12 and under, including foster children, may be deducted from earned income if they enable an adult household member to work, to attend school, or to actively seek employment. The child care allowance cannot exceed the income earned by the family member who is able to work because of the expense.
4. **Medical expense allowance**: Elderly and disabled households may present unreimbursed, out of pocket medical expenses anticipated to be incurred during the 12 months following the initial lease up or annual recertification. Medical expenses for all family members, not just the elderly or disabled persons, may be included in this calculation. Pensacola Housing estimates these expenses by reviewing the elderly/disabled family's out of pocket medical expenses for the 12 months prior to the review. After calculating the expenses, Pensacola Housing will deduct any amount in excess of three percent of the gross annual family income.
   Note: If the family is also eligible for a disability expense allowance, the three percent calculation is only applied one time, not to both types of allowances individually.
5. **Disability expense allowance**: Families that include one or more disabled persons are entitled to a deduction for unreimbursed expenses, including care attendants and auxiliary apparatus, that enable any family member 18 years of age or older to be employed. The family member who is employed may be the disabled person requiring the expense, or a different family member. This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds three percent of gross annual family income. Note that if the family is also eligible for a medical expense allowance, the three percent calculation is only applied one time,

not to both types of allowances individually. In addition, the disability expense allowance cannot exceed the income earned by the family member who is able to work because of the expense.

8.2 Disallowance of Earned Income for Persons with Disabilities [24 CFR 5.617]

For purposes of rent determination, under certain circumstances HUD mandates that the annual income for participant families will not be increased as a result of increases in earned income of a family member who is disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the exclusion, the annual income will include a phase-in of the increase in earned income previously excluded from annual income.

To qualify for the earned income exclusion, the increase in annual income for the participant family must be a result of:

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for Temporary Assistance for Needy Families (TANF), provided that the total amount over a six-month period is at least $500.00.

"Previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent of working 10 hours per week for 50 weeks at the state minimum wage.

An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management classes, apprenticeship, or any other program necessary to ready a participant to work.

Amounts to be excluded include any increases in earned income by a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount of income that may be excluded is the amount of the incremental increase in the disabled family member's income. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before beginning the qualifying employment or receiving the increase in earned income to the amount of income after beginning the employment or receiving the increase.

8.2.1 Initial 12-Month Exclusion

During the 12-month period beginning on the date the disabled family member is first employed or experiences an increase in earned income as described in Section 8.2, 100% of the increase in earned income will be excluded from gross annual income.

8.2.2 Second 12 Month Phase-in Exclusion

Upon the expiration of the initial 12-month exclusion period, Pensacola Housing will exclude 50% of the increase in earned income for the subsequent 12 months.

8.2.3 Maximum Exclusion Period

Effective April 7, 2016, ~~T~~the earned income disallowance is limited to a lifetime 24-month period for each disabled family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of the incremental increase, and then a maximum of 12 months of phase-in exclusion, during the 24-month period after the date of the initial exclusion.

~~Prior to April 7, 2016, the maximum exclusion period for the earned income disallowance was 48 months. Although only 24 months of earned income could be excluded for each disabled family member, the 24 months of exclusion could take place over a 48-month period, meaning gaps in employment could be incorporated into the exclusion period.~~

~~Pensacola Housing will honor the 48-month exclusion period for any disabled participant whose increase in earned income took effect prior to April 7, 2016. For all other participants, the 24-month maximum exclusion period will apply.~~

8.2.4 Applicability to Child Care and Disability Assistance Expense Allowances

Federal regulations state that the amounts deducted for child care and disability assistance expenses necessary to permit employment cannot exceed the amount of earned income that results from those expenses. Therefore, for participants with a disabled family member who is entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income will not be used in determining the cap for child care and disability assistance expense allowances.

8.2.5 Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD Form 50058. Documentation will be included in the family's file to show the reason for the income exclusion. Such documentation will include:

1. Date the increase in earned income took effect and date it was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (that is, the amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed (if any) during the initial 12-month period of exclusion;
7. Date the family member has received a total of 12 months of the initial exclusion;
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 24-month disallowance period (or, for increases in earned income that took effect prior to April 7, ~~2017~~2016, ending date of the 48-month disallowance period that was permitted at that time).

Pensacola Housing will apply the earned income disallowance at a family's annual review or with an interim review, conditional on the date the income increase began.

8.2.6 Inapplicability at Admission

The earned income disallowance is only applied to determine annual income of families who are participants in the HCV program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

8.3 Minimum Rent [24 CFR 5.630]

Pensacola Housing has established a minimum rent of $50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and means that Pensacola Housing expects program participants to pay a minimum of $50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV program; however, other standards may apply for residents of certain properties assisted by project-based vouchers, as described in Chapter 6.

8.3.1 Hardship Waivers for Minimum Rents

Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.

2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than $50.
3. The household has lost federal, state or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

Pensacola Housing shall promptly make a determination whether the hardship is short-term or long-term.

If Pensacola Housing determines that the hardship is short-term, it may grant a temporary hardship waiver for up to 90 days. At the end of the 90 day period, the family must repay the foregone rent for the previous 90 days as well as begin making payments of $50 from that point forward. The family may request a payment plan for the deferred rent from the hardship period.

If Pensacola Housing determines that there is a long-term hardship, the family will be exempt from the Minimum TTP requirement until the hardship no longer exists.

8.4 Annualization of Variable Income [24 CFR 5.609 (d)]

Many participants in Pensacola Housing's HCV programs have seasonal, cyclical, or intermittent income, meaning income can vary greatly from month to month, and recent check stubs may not be an accurate indicator of the next 12 months' worth of income, which Pensacola Housing must predict during the annual review. In such situations, looking at past income over time may be the best indicator of expected future income.

For clients with variable income, PHAs may either average known sources of income that vary over time to compute an accurate annual income, or annualize the current income during the annual review, then later conduct an interim reexamination when income changes. The latter policy, however, can lead to a need for excessive interim adjustments.

Therefore, to reduce administrative burden for participants with variable income, whenever possible Pensacola Housing will review the average past income over time to compute an accurate annual income.

The methods used to annualize variable income will depend on the regularity, sources, and types of income. Several methods may be used concurrently to arrive at the most accurate prediction of future income. Pensacola Housing's preferred methods for annualizing income will follow the order of HUD's preferred methods for verifying income:

1. If available, Pensacola Housing will review 4 quarters' of income verification from the seasonal/cyclical employer in the EIV system;

2. If EIV doesn't include 4 quarters' worth of income information, Pensacola Housing will review the year-to-date wage totals from check stubs from the current and most recent past calendar year, if available, and attempt to annualize from that source;
3. Tax return for the most recent calendar year;
4. Third-party verbal verification;
5. Self-certification/self-declaration.

Participants whose past income is annualized will be counseled at the annual interview regarding the income calculation method used and the effect this will have on their tenant rent.

Pensacola Housing will continue to perform interim reexaminations for participants with annualized variable income when they experience changes in other income sources; if their employment with the source of the variable income terminates; or if there is a change in their employment status ~~resulting in a reduction in annualized income, or an increase in annualized income of $2,400 or more a year~~.

8.4.1 Overtime and Bonuses

If a participant anticipates overtime or bonus pay during the next 12 months, but the employer cannot provide an estimate, overtime and bonuses received the previous year will be used.

8.5 Minimum Income / Zero Reported Income

There is no minimum income requirement for the HCV program. However, families who report zero income are required to report to Pensacola Housing in writing any new income within 10 business days of the receipt of the income. Pensacola Housing may put households reporting zero income on an accelerated recertification cycle, reviewing household income on a monthly or quarterly basis until household income sources are reported.

Families that report zero income (or any income lower than appears necessary to sustain the family) ~~will~~ may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's likely expenses exceed their known income, Pensacola Housing will make inquiry of the head of household as to the nature of the family's accessible resources. Pensacola Housing may also require releases from the family to perform additional verifications, including requesting tax data from the IRS and/or conducting a credit check for the household, to determine whether the reported income and family composition is consistent with the household's credit relationships and expenditures.

8.6 Regular Contributions and Gifts [24 CFR 5.609 (c, 2)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received reliably or periodically will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 10, Verification Procedures, for more information.)

8.7 Alimony, Palimony, and Child Support [24 CFR 5.609 (b, 7)]

Regular alimony, palimony, and child support payments are counted as income for calculation of TTP.

If the family claims the amount of child support, alimony or palimony received is less than the amount awarded by the court, Pensacola Housing will use the amount awarded by the court unless the family can provide third-party documentation confirming the actual payments received.

In households where alimony or palimony is received as household income, it is the family's responsibility to supply a certified copy of the court order or decree.

If child support payments received by a household vary from month to month, Pensacola Housing will review statements from the enforcement agency and annualize based on whatever frequency makes most sense (Weekly, B-Weekly, Monthly, etc).

8.8 Lump-Sum Payments Counted as Assets [24 CFR 5.609 (c, 3)]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not considered household income, but may be counted as assets.

Any lump-sum additions that are counted as assets will only be counted at a family's annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as an asset during an interim review.

Lump-sum payments from Social Security or SSI are excluded from income, but must be disclosed, and may be treated as an asset if appropriate.

8.9 Lump-Sum Payments Counted as Income [24 CFR 5.609 (b, 4)]

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits) that have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of receipt of a lump-sum payment of a type that counts as income, Pensacola Housing may use a calculation method that calculates prospectively, or one that calculates retroactively, depending on the circumstances.

8.9.1 Prospective Calculation Methodology

This method is used at interims being done for households that previously showed zero income, or for households who report the lump-sum receipt for the first time during their annual reexamination.

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows.

For annuals:

1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:

1. Pensacola Housing will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, Pensacola Housing will apply the percentage balance to the lump-sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

8.9.2 Retroactive Calculation Methodology

This method is used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual reexaminations.

Pensacola Housing will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due Pensacola Housing.

Pensacola Housing will enter into a repayment agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

The amount owed by the family is a collectible debt even if the family's assistance is terminated.

8.9.3 Attorney Fees

If the family hired an attorney to assist in recovering a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees, then the family's attorney fees may be deducted from the lump-sum payment.

8.10 Income from Trusts [24 CFR 5.603 (b)]

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.

Pensacola Housing will exclude costs to maintain the trust when determining annual income derived from a trust fund. Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

8.11 Retirement Accounts and Pension Funds

Company retirement/pension funds are handled as follows:

1. While an individual is employed, only the amount the family can withdraw without retiring or terminating employment, if any, shall be counted as an asset;
2. After retirement or termination of employment, any amount the employee elects to receive as a lump-sum shall be counted as an asset; and
3. Any retirement benefits received through periodic payments shall be included in annual income.

8.12 Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b, 3)]

Pensacola Housing must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. Pensacola Housing will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation are not included in this calculation.

9.0 Utility Estimate Schedule and Payment Standards

Each PHA is responsible for establishing a utility estimate schedule and payment standards for rental units in its area. This chapter explains how Pensacola Housing defines its utility estimate schedule and payment standards.

9.1 Utility Estimate Schedule

The utility estimate schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing and maintaining its utility estimate schedule, Pensacola Housing uses normal patterns of consumption for the community as a whole, and current utility rates published by local utility companies. Estimates are not based on an individual family's actual energy consumption.

Pensacola Housing's utility estimate schedule includes utilities that are necessary to provide housing that complies with HQS. Non-essential utility costs, including telephone, cable television, and Internet service, are not included in the utility estimate schedule.

Pensacola Housing will review the utility estimate schedule annually. If the review determines that a utility rate has changed by 10 percent or more since the last revision of the utility estimate schedule, the schedule will be revised to reflect the new rate. The updated utility estimate schedule will be applied to participant families' rent calculations at their next reexamination. If the review determines that any change to utility rates is less than 10 percent since that last revision, the utility estimate schedule will not change, but the effective date of the schedule will be updated and the schedule will remain in effect for the next 12 months.

The approved utility estimate schedule is provided to all applicants and participants when they are issued a voucher.

9.2 Utility Allowances for Contract Units

Based on the utility estimate schedule it has established, Pensacola Housing will assign a utility allowance for the household when the RTA is turned in, based on specifics provided by the owner about the unit. The household's utility allowance accounts for the cost of utilities not paid for by the owner as part of the contract rent. The allowance is based on the type of utilities (for example, electric or natural gas) and the lesser of the size of the rental unit selected by the family or the family voucher size.

9.2.1 Utility Assistance Payment [24 CFR 982.514 (b)]

Where the calculation on HUD Form 50058 determines that a utility assistance payment is due to the family, Pensacola Housing will provide a utility assistance payment for the family each month. The utility assistance payment will be made directly to the utility

company (~~Gulf Power~~Florida Power & Light, Pensacola Energy, or the Escambia River Electric Cooperative) on the family's behalf.

9.2.2 Hardship Waivers for Utility Estimates

A household responsible for paying some or all of the utilities in an assisted unit may petition in writing for a hardship waiver, except for households that are leasing a larger unit than their family voucher size (overhoused). The household must provide 12 months of utility bills that, combined, exceed Pensacola Housing's utility estimate for the household by 50% or more. Hardship waivers will be reviewed by the rental assistance program manager or the housing director~~administrator~~. If the request for a waiver is approved, Pensacola Housing will use the average of the household's actual utility costs as the utility estimate for the following 6 months. During this time, it is expected that the household will either reduce their utility consumption or elect to move to a more energy-efficient unit.

9.2.3 Higher Utility Allowance as a Reasonable Accommodation [24 CFR 982.517 (e)]

Pensacola Housing may also approve a request for a utility estimate waiver if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a household member with a disability. Documentation is required for such reasonable accommodation requests, which will be reviewed on a case-by-case basis.

9.3 Payment Standards

The payment standard is the maximum monthly assistance payment for a family assisted on the voucher program, before deducting the family's TTP.

Payment standards are based on Fair Market Rents (FMRs). FMRs are the amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. FMRs are determined by HUD and published at least annually in the Federal Register. They are established for units of varying bedroom size, and include the cost of essential utilities in addition to the rent.

In accordance with HUD guidelines, Pensacola Housing sets the payment standard for each bedroom size at between 90% and 110% of the FMR. As a reasonable accommodation for a person with disabilities, Pensacola Housing may approve an exception payment standard of up to 120% of FMR to make the program equally accessible to the person with disabilities. Should market conditions warrant it, Pensacola Housing may ask HUD to approve payment standards at less than 90% of FMR, or at greater than 110% of FMR.

9.3.1 Selecting the Correct Payment Standard for a Family

For a voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or
2. The payment standard for the unit size selected by the family.

If a family selects a unit located in an exception payment standard area, Pensacola Housing will use the exception payment standard to calculate the tenant rent. See Section 9.4.

9.3.2 Payment Standards and Tenant Rents

Participants pay the greater of the TTP or the minimum rent toward rent and utilities, plus the amount, if any, by which the gross rent (rent plus utility estimate) exceeds the payment standard.

During the first contract year in a unit, if the gross rent exceeds the payment standard, the ~~tenant rent~~family share cannot be more than 40% of the family's monthly adjusted income. An analysis will be done when the RTA is turned in to ensure the unit meets this requirement.

If a change in household composition results in a change in the subsidy size for which a family is eligible, the appropriate payment standard will be used to calculate the family share and tenant rent at the family's next annual reexamination.

Pensacola Housing will pay a monthly HAP on behalf of each assisted family that equals the lesser of:

1. The payment standard minus the TTP; or
2. The gross rent minus the TTP.

9.3.3 Increasing Payment Standards

Pensacola Housing will review its payment standards at least annually after HUD's publication of FMRs. If FMRs have increased such that any of Pensacola Housing's payment standards have dropped below 90% of FMR, Pensacola Housing will perform a market analysis and make any necessary increases to its payment standards.

In addition, if it's determined that success rates may suffer, or that families are having to rent low-quality units, or pay more than 40% of adjusted income for rent, payment standards may be raised to the level judged necessary to alleviate these hardships.

Pensacola Housing will periodically review vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income that participant families are paying for rent under the HCV program, in evaluating its payment standards.

Before increasing payment standards, Pensacola Housing will conduct a financial feasibility analysis to ensure that even after payment standards are raised, adequate funds will continue to be available to assist families on the program.

Payment standards will not be increased solely to allow the renting of luxury quality units.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may increase while others remain unchanged.

9.3.4 Decreasing Payment Standards

If FMRs have decreased such that any of Pensacola Housing's payment standards have risen above 110% of FMR, Pensacola Housing will perform a market analysis and make any necessary decreases to its payment standards.

In addition, if success levels are projected to be high, and tenant rents are projected to be at or below 30% of adjusted income, Pensacola Housing may reduce its payment standards.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may decrease while others remain unchanged.

If a payment standard is decreased as a result of a decreased FMR, then in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and HUD Notice PIH 2018-5, Pensacola Housing will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit. However, the rent will still be subject to rent reasonableness reviews during the remainder of the assisted tenancy.~~during the HAP contract term, the lower payment standard will be used to calculate the HAP and tenant rent for the family beginning on the effective date of the family's second annual reexamination following the effective date of the decrease in the payment standard.~~

For any new HAP contract executed on behalf of the family, either because they moved to a new unit or because of a substantial change in the terms of the lease in their current unit, the new payment standard will be applied on the effective date of the new HAP contract.

9.4 Exception Payment Standards

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding eligible units to lease under the program, Pensacola Housing may request that HUD approve one or more exception payment standards for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. Exception payment standards may be requested for all or some unit sizes, and for all or some unit types. The total area covered by the requested exception payment standards may not contain more than 50% of the population of the FMR area.

If the FMR increases after an exception payment standard has been approved, the exception payment standard will remain unchanged until such time as Pensacola Housing requests, and HUD approves, a higher exception payment standard. If the FMR decreases, the exception payment standard automatically expires. In that case, for families living in exception payment standard areas, the standard payment standard will be used to calculate tenant rent starting at the family's next annual recertification.

9.5 Payment Standards for the Emergency Housing Voucher Program (EHV)

In accordance with HUD PIH Notice 2021-15, Pensacola Housing has established separate higher payment standards for the EHVs in order to increase the potential pool of available units for EHV families. Pensacola Housing will use payment standards that are 110% of FMR for this program.

9.6 Increasing Payment Standards for the EHV Program and During the HUD Waiver Period

For the EHV program, and for all rental assistance voucher programs during the COVID-19 Statutory and Regulatory Waiver period, Pensacola Housing may apply payment standard increases that occur during the HAP contract term by conducting Interim Reexaminations, rather than waiting for the participant's next regularly scheduled Annual Reexamination after the change.

10.0 Verification Procedures [24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that Pensacola Housing verify applicants' and participants' eligibility, Total Tenant Payment (TTP), and family share before initial lease up and at least annually during program participation. In order to meet this requirement, Pensacola Housing must verify the preferences, income, assets, allowable deductions, household composition, citizenship status, disability status (if applicable) and student status (if applicable) of applicant and participant families. This chapter explains Pensacola Housing's procedures and standards of verification for these items.

Pensacola Housing's verification requirements are designed to maintain program integrity. Applicants and program participants must provide true and complete information to Pensacola Housing whenever information is requested. Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Before requesting information from third-party sources, Pensacola Housing will obtain proper authorization from the family.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.1 Timeframes for Verification

At the time of initial voucher issuance, and for interim reexaminations, verifications may not be more than 60 days old.

For annual reexaminations, moving vouchers, and port vouchers, upfront verification may not be more than 120 days old, and participant-supplied verification documents must be current within 90 days of the recertification ~~interview~~letter.

10.2 Methods of Verification [Notice PIH 2017-12]

Pensacola Housing will verify information through the methods of verification acceptable to HUD, in the following order:

1. Upfront income verification via HUD's Enterprise Income Verification (EIV) system;
2. Upfront income verification using non-HUD system;
3. Original or authentic third-party written document;
4. Third-party written verification form;
5. Third-party verbal verification;
6. Self-certification/self-declaration.

Pensacola Housing will start by pursing upfront sources of verification. If upfront verification isn't available, Pensacola Housing will ask the applicant or participant for original third-party documents. If original third-party documents aren't available to the applicant or participant, or aren't returned by the deadline, Pensacola Housing will contact third parties to request that they complete Pensacola Housing's written verification forms. If third-party verification forms aren't returned within 10 business days, Pensacola Housing will attempt to reach the third-party via phone for verbal verification. Finally, if third-party sources won't provide verbal verification, Pensacola Housing will ask the applicant or participant to provide a written self-declaration.

In any situation where third-party verification wasn't used, Pensacola Housing will attach an explanation to the client file explaining why.

10.2.1 Upfront Verification via EIV

HUD's EIV system is Pensacola Housing's preferred method of third-party verification whenever it is available. EIV makes integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information:

1. Social Security (SS) benefits
2. Supplemental Security Income (SSI) benefits
3. Dual Entitlement benefits
4. Medicare premium information
5. Disability status (in some cases)
6. New hire information (W-4)
7. Quarterly wages for federal and non-federal employees
8. Quarterly unemployment compensation benefits

EIV's Income Report for participants is considered independent third-party verification of participant-reported income. However, the EIV Income Report is not available to Pensacola Housing for applicants, since EIV doesn't generate an Income Report for this group. Therefore, ~~for applicants,~~ for participants receiving sources of household income that aren't included in the EIV report~~, or~~ and for participants who dispute the information in their EIV Report or indicate they have recent changes, Pensacola Housing must use other forms of verification.

10.2.2 Non-EIV Upfront Verification

When available, Pensacola Housing will use state or national ~~employment information~~ data banks for upfront income verification. Examples include, but are not limited to, the online Child Support Enforcement database, and the Department of Children and Families' database of cash assistance payments, which is accessible by phone.

10.2.3 Third-Party Authentic Documents

In the event that upfront verification (whether EIV or non-EIV) is unavailable, disputed, or out of date, Pensacola Housing will utilize documents provided by the family as the primary source of verification, ~~if~~ as long as the information appearing in the documents is complete.

All such documents, excluding any documents that prohibit the viewer from copying them, will be ~~photocopied~~ scanned and retained in the applicant/participant file.

Pensacola Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters;
4. Social Security Administration letters/printouts;
5. Veterans Administration letters/printouts;
6. City or county court letters/printouts;
7. Award letters for TANF assistance; and
8. Payment records from the Office of Child Support Enforcement.

Pensacola Housing will accept legible photocopies or faxed documents with phone confirmation by Pensacola Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after third-party documents have been accepted, and there's a discrepancy, Pensacola Housing will utilize a third-party verification form to attempt to resolve the discrepancy.

10.2.4 Third-Party Written Verification Form

When upfront verification isn't available and the applicant or participant is unable to produce original third-party documents, or if the third-party documents that were provided are insufficient or appear to be altered, then Pensacola Housing will attempt to verify information directly with third parties through the use of written verification forms.

Pensacola Housing will not delay processing of an application or review beyond 10 business days because a third-party information provider does not return verification in a timely manner.

10.2.5 Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is not available or is delayed, or when Pensacola Housing staff determines that additional verification is needed after reviewing third-party authentic documents or a third-party written verification form.

When third-party verbal verification is used, Pensacola Housing staff will originate the call. Housing staff will document the name and job title of the person contacted, the date of the conversation, and the facts provided.

10.2.6 ~~Tenant~~ Family Self-Declaration

As a last resort, or in situations where information cannot be verified by a third party or by review of documents, such as when a provider would charge the family for the information, the family will be required to submit a written self-declaration verifying that the information provided is accurate.

Self-declaration means a certification/statement made under penalty of perjury.

10.3 Release of Information [24 CFR 5.230]

It is a family obligation to sign consent forms and to supply information requested by Pensacola Housing or HUD. All adult household members will be required to sign Release of Information forms.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission, or termination of assistance.

10.4 Use of the EIV Income ~~Verification~~Validation Tool (IVT)~~Discrepancy~~ Report

The EIV Income ~~Verification~~Validation Tool (IVT)~~Discrepancy~~ Report ~~is a trend report~~ provided by HUD. ~~It~~ is a tool for identifying families that might have ~~concealed~~ unreported or underreported their household income. This web based application provides validation of tenant reported wages, unemployment compensation, and social security benefits by displaying any discrepancies in previously reported tenant income and income reported by the Social Security Administration and the Department of Health and Human Services.

Pensacola Housing will query~~review~~ the EIV Income ~~Verification~~Validation Tool (IVT)~~Discrepancy Report~~ for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If the family's IVT Report, or their EIV Income Report, appears to show an income discrepancy, Pensacola Housing will investigate the discrepancy and take appropriate action. Examples of appropriate actions might include conducting an Interim Reexamination, writing a debt to the tenant family, or termination of program participation, depending on the nature of the findings. It is also possible for an income discrepancy investigation to conclude that no corrective action is required.
~~If a household appears on the EIV Income Verification Tool Discrepancy Report at any of these times, Pensacola Housing staff will conduct an analysis to determine what corrective~~

~~steps, if any, need to be taken, such as correcting an income code or writing a debt to the household for oversubsidy~~follow the steps detailed in Appendix 1 of this Administrative Plan, "Using the EIV Discrepancy Report."

10.5 Items to be Verified [24 CFR 982.516]

Pensacola Housing will verify the following items:

1. All income, including regular contributions and gifts;
2. Student status, including for high school students who are 18 or over;
3. Current assets, for applicants. Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification;
4. Current assets, for participants. Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.;
3. ~~Current assets: net family assets total less than $5,000. For both applicants and participants, if net family assets total less than $5,000, self-declaration will be accepted as verification. Pensacola Housing's application form or recertification paperwork, which is signed by all adult family members, will serve as the declaration. No additional documentation (such as bank statements) will be required. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification;~~
4.5. ~~Current assets: net family assets total $5,000 or more. For both applicants and participants, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required when net family assets total $5,000 or more. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification;~~
5.6. Child care expenses, in situations where paying for child care allows an adult family member to be employed, to seek employment, or to further his or her education;
6.7. Disability status of a household member. Verification will be used only for determination of preferences, allowances or deductions;
7.8. Total medical expenses of all family members, in households whose head, spouse or co-head is elderly or disabled, for the purpose of determining the medical expense deduction;
8.9. Disability assistance expenses. Verification of this category will include only those costs associated with attendant care or auxiliary apparatus for a disabled household member, the use of which allows any adult household member, including the disabled household member, to be employed;
9.10. Citizenship or eligible immigrant status;

~~10.~~11. Social Security Numbers, for all family members who have been assigned a Social Security Number; and

~~11.~~12. Verification of reduction in benefits for non-compliance. Pensacola Housing will not process a reduction in tenant rent if the reduction is based on reduction of welfare benefit because of fraud or non-compliance. Before denying a family's request for such a tenant rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits were reduced for fraud or non-compliance.

10.6 Verification of Income [24 CFR 982.516]

This section defines the methods Pensacola Housing will use to verify various types of income.

10.6.1 Verifying Income Using Actual Past Income

For annual reexaminations of program participants, Pensacola Housing determines annual income based on actual past income received within the last 12 months, as defined in HUD notice PIH 2013-03.

For this verification method, "actual past income" is defined as the most recent 4 quarters' worth of income information available in the EIV system. Because the EIV Income Report provides actual earnings data verified by a third party, the program participant is not required to provide additional third-party documentation (such as pay stubs, payroll summary reports, or unemployment benefit notices) when this verification method is used.

Pensacola Housing staff will review the EIV data being used to calculate income with the participant at the annual recertification interview. If the participant reports a change in circumstances, or disputes the EIV-reported income information and is unable to provide acceptable documents to resolve the dispute, Pensacola Housing will request written third-party verification.

For example, if a program participant lost their job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, then at the participant's request Pensacola Housing will use the more recent income information provided by the participant, which will be verified using third-party documents (such as pay stubs, payroll summary reports, or unemployment benefit notices) or through written third-party verification.

For any income sources not available in the EIV Income Report, Pensacola Housing will use the verification methods described in Sections 10.6.2 through 10.6.10.

10.6.2 Employment Income

When the "actual past income" method of income verification is not available, or has been disputed by the participant, acceptable methods of verification of employment income include the following, in order of preference:

1. Wage reports from state or national data banks;
2. At least two "current and consecutive" check stubs or earning statements, which indicate the employee's name, gross pay, frequency of pay, and year-to-date earnings;
3. An employment verification form (EVF) completed by the employer;
4. Verbal confirmation of the employee's gross pay, frequency of pay, and year-to-date earnings provided over the phone to a Pensacola Housing staff member by the employer;
5. Income tax return forms for the most recent tax year; and
6. Self-declarations (accompanied by income tax returns where possible) signed by the family. Self-declarations may also be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, Pensacola Housing will require the most recent federal income tax statements.

If the applicant or participant doesn't provide documented proof of federal tax data, Pensacola Housing may attempt to obtain proof from the Internal Revenue Service (IRS) using third-party verification. Applicants and program participants may be requested to sign an authorization for release of information from the IRS for this purpose.

~~Where doubt regarding income exists, referrals to the IRS for confirmation may be made on a case-by-case basis.~~

10.6.3 Employment Verification Forms (EVF)

Pensacola Housing's EVF asks the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Current job title and hourly pay rate; and ~~Date of the last pay increase;~~
4. ~~Likelihood of change of employment status, and effective date of any known salary increase during the next 12 months;~~
5. ~~Year-to-date earnings; and~~
6. Estimated income from overtime, tips, and bonus pay ~~expected during next 12 months~~.

10.6.4 Social Security, Supplementary Security Income (SSI), Disability Income, and Pensions

EIV information may be used to document the file, rather than having the subject obtain statements from the Social Security Administration.

For applicants, or for participants whose income data doesn't appear in EIV, acceptable methods of verification include the following:

1. Award or benefit notification letter prepared and signed by the providing agency; or
2. Computer report obtained online or in hard copy.

10.6.5 Unemployment Compensation

The acceptable method of verification is a benefit report obtained online or in hard copy from the unemployment office stating payment dates and amounts.

10.6.6 Welfare Payments or General Assistance

The acceptable method of verification is a computer report obtained online or in hard copy from the benefit agency stating payment dates and amounts.

10.6.7 Alimony, Palimony, and Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if none was filed with the courts, a divorce decree stating the amount and type of support and payment schedules; or
3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support; or
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (if a support agreement wasn't filed through the courts).

10.6.8 Net Income from a Business

In order to calculate income from a business, Pensacola Housing will require the family to submit a copy of their most recent tax return, if one was filed. Pensacola Housing will project annual income based on the net amount the family declares (not gross), unless there is a pattern of under-reporting income established through a review of 2 previous years' worth of IRS and financial documents.

Acceptable verification documents for business income include the following, in order of preference:

1. IRS Form 1040, including:
   a. Schedule C (Small Business);

b. Schedule E (Rental Property Income);
c. Schedule F (Farm Income); and
d. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; or
4. Documents such as manifests, ledgers, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if the business has been operational for less than six months) to project income for the next 12 months. If such documents are not available at certification, the family will be advised to start maintaining them so they'll be available for future recertifications.

10.6.9 Child Care Business

If an applicant or participant is operating a child care business, income will be verified as with any other self-owned business, as described in Section 10.6.8. If the family has filed a tax return, the family will be required to provide it.

If the applicant or participant has stopped offering child care services, third-party verification will be sent to the applicant or participant's former client(s). Pensacola Housing will also accept a letter from the client(s) verifying that the applicant or participant is no longer their child care provider.

10.6.10 Recurring Contributions

The family must furnish a written declaration containing the following information from the person or persons who provides the contributions:

1. Contact information for the person who provides the contributions;
2. The value of the contributions;
3. The regularity (dates) of the contributions; and
4. The purpose of the contributions.

10.7 Families Reporting Zero Income

Pensacola Housing will review the EIV Report for all participant families reporting zero income. If there are minors residing in the household, Pensacola Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or SSI income, Pensacola Housing will require verification of the date the benefit was terminated.

Applicant and participant families claiming to have no income may be required to complete an income interview.

Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.8 Verification of Student Status

Pensacola Housing will verify the student status of applicants and participants who declare as students, at admission and on an annual basis. When applicable, Pensacola Housing will also verify student assistance and cost of tuition and required fees.

Acceptable verification of student status includes written verification from the registrar's office or other school official that the student is enrolled during the academic quarter or semester when the family's eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status as per the standards of the institution.

If the above listed verification isn't available due to the timing of the regularly scheduled annual review, Pensacola Housing will accept any documentation from the institution that shows the student will be enrolled fulltime and/or how many credits will be taken during the academic year.

10.8.1 Full-time Students and Earned Income

For full-time students who are working, only the first $480 of earned income will be counted toward annual family income, unless the student is the head of household, co-head, or spouse.

Financial assistance in excess of tuition costs and fees received by the student will be included in annual income. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income. Verification of the frequency and amount of funds received is required.

10.9 Verification of Assets and Asset Income [24 CFR 982.516, Notice PIH 2013-3, Notice PIH 2016-05]

Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts, to include the current interest rate. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the certification.

Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.

Participant families whose net family assets total less than $5,000 are only required to provide third-party verification of their assets once every three years. For other annual recertifications, self-declaration will be accepted. Pensacola Housing's Tenant Information Form may be used to make the declaration.

For participant families whose net family assets total $5,000 or more, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required at each annual recertification, and at other times when requested by Pensacola Housing.
~~As per HUD notice PIH 2013-3, for both applicants and participants, self-declaration will be accepted as verification if net family assets total less than $5,000. Pensacola Housing's application form or recertification paperwork, which is signed by all adult family members, will serve as the declaration. No additional documentation will be required. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the date of the self-declaration.~~

~~For applicants and participants whose net family assets total $5,000 or more, the following methods of verification will be used.~~

10.9.1 Verification of Asset Value

For ~~applicants and~~ participants whose net family assets total $5,000 or more and triennially for all participant families, Pensacola Housing will require information to determine the current cash value of the assets. "Current cash value" means the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker;
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount the family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from the tax assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds; or
7. Appraisals of personal property held as an investment.

10.9.2 Asset Income: Interest and Dividend Income

Acceptable methods of verification of income from savings account interest and dividends include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or Pensacola Housing verification forms completed by the financial institution;
2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); or
3. IRS Form 1099 from the financial institution, provided that Pensacola Housing adjusts the information to project earnings expected for the next 12 months.

10.9.3 Asset Income: Interest Income from Mortgages

Acceptable methods of verification of interest income from mortgages and similar arrangements include the following, in order of preference:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); or
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

10.9.4 Asset Income: Net Rental Income

Acceptable methods of verification of net rental income from property owned by the family include, in this order:

1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; or
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.9.5 Assets Disposed of for Less than Fair Market Value

For all certifications and recertifications, Pensacola Housing will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of ;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained whenever possible.

10.10 Verification of Allowable Deductions from Income [24 CFR 5.611]

This section documents the acceptable verification methods for allowable deductions from income for applicants and participants.

10.10.1 Child Care Expenses

Written verification from the person who receives payment for the child care services is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for child care services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including during school and vacation periods.

The family's certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family's child care expenses are subsidized, Pensacola Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

10.10.2 Medical Expenses

Elderly and disabled families requesting an income deduction for medical expenses will be required to submit certification documenting the type of medical expenses and the cost of the family's out-of-pocket portion for the expenses.

Pensacola Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the date of application or the date of the recertification interview.

If the household experiences an increase or decrease in medical expenses between eligibility reviews, Pensacola Housing will not conduct an interim review.

Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible for deduction.

Medical expenses may be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months prior to the application date or the date of the recertification interview,

may be accepted to project annual medical expenses. Pensacola Housing may require the family to submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment for the next 12 months;
3. Written confirmation by the insurance company or employer regarding health insurance premiums to be paid by the family;
4. Written confirmation from the Social Security Administration regarding Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If available, verification from the EIV system will be the preferred method to verify Medicare premiums;
5. Copies of payment agreements or the most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
6. For any transportation-related expense claimed for a medical reason, Pensacola Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment, based on provider statements of appointments/visits.

In all cases where Pensacola Housing is counting medical expenses as income deductions for an elderly or disabled family, Pensacola Housing will adhere to IRS guidelines regarding permissible and non-permissible medical expenses.

Where the IRS guidelines are not sufficiently detailed, as in the case of some expenses allowable for persons with a disability, Pensacola Housing staff may request verification from a medical professional that the medical expenses are necessary and reasonable.

10.10.3 Disability Assistance Expenses

Attendant care may be verified by one or more of these methods:

1. A reliable, knowledgeable professional's certification that the person with disabilities requires the attendant care to permit him/her to be employed or to function independently enough to enable another family member to be employed; or
2. The attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Verification of auxiliary apparatus expenses will require:

1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed;

2. Receipts for purchase of the auxiliary apparatus, or proof of monthly payments and maintenance expenses for the same;
3. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment; and
4. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

10.11 Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency that contains the name and SSN of the individual, along with other identifying information.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to Pensacola Housing and verified by Pensacola Housing staff. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a social security number and is a member of a household whose other member(s) can provide verification of their SSN, the family member will be required to sign a certification to this effect. Pensacola Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

As per HUD notice PIH 2010-3, as of January 31, 2010, existing program participants who have previously disclosed a valid SSN, or who are 62 years of age or older and have not previously disclosed a valid SSN, are exempt from these disclosure requirements.

10.11.1 SSN Verifications for HUD-VASH Clients

If the applicant or participant is participating in the HUD-VASH program, the following documents may also be accepted as verification of Social Security Number:

1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified application for health benefits (10-10EZ); or
3. VA-issued photo identification card which includes the SSN.

10.12 Verification of Other Non-Financial Factors [24 CFR 982.551 (b)]

This section details the acceptable verification methods for the non-financial program requirements.

10.12.1 Verification of Legal Identity

In order to prevent program abuse, Pensacola Housing will require applicants and participants to furnish verification of legal identity for all household members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by an applicant is illegible or otherwise questionable, more than one of these documents may be required:

1. A current, or recently (within the prior ~~60~~ 90 days) expired United States driver's license or state ID card;
2. U.S. passport;
3. Veterans Administration issued photo ID card;
4. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
5. Certificate of Naturalization (INS Form N-550 or N-570);
6. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
7. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551); and
8. Valid Reentry Permit (INS Form I-571).

The documents listed below will be considered acceptable verification of legal identity for minors:

1. Birth certificate;
2. State Birth Registration Card with the child's full name and birth date;
3. Valid or recently (within the prior ~~60~~ 90 days) expired state ID card; and
4. Any valid INS document from the list above that documents the child's name and birth date.

If a household member does not contend to have eligible immigrant status and is a member of a mixed family eligible for pro-rated assistance, acceptable verification of legal identity may also include ID issued by any government agency, such as a foreign passport or consular ID.

10.12.2 Familial Relationships

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, or in those instances when a family is requesting to add a new member to the household, the family may be asked to provide verification.

The following verifications will be accepted to approve the addition of a dependent to the household:

1. Birth certificates or hospital verification of birth;
2. Official court paperwork of custody assignment or adoption decree;
3. Court-ordered assignment of guardianship;
4. Written declarations of temporary reassignment of custody from a minor's custodial parent or guardian.

10.12.3 Permanent Absence of Family Member

If an adult who was formerly a member of the household is reported permanently absent by the family, Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Current pay information from the former household member's employer showing the new address;
4. Statements the family provides from other agencies such as social services, or a written statement from the landlord or property manager that the adult family member is no longer living at that location;
5. If the adult family member is incarcerated, a document from the court or correctional facility stating how long they will be incarcerated; or
6. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or another adult in the household if the head is the absent member.

10.12.4 Other Changes in Household Composition

Pensacola Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

10.12.5 Verification of Disability

For the purpose of qualifying for a deduction from income, acceptable methods of verification of disability are:

1. Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7); or
2. Verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

If Pensacola Housing is in receipt of either of these types of verification, the individual will be noted as a person with a disability on their applicant/participant record.

10.13 Verification of Citizenship or Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by federal regulations, and must have their status verified by the Department of Homeland Security, US Citizenship and Immigration Services.

Each household member must declare his or her status once. A household cannot be admitted to the program until all members who declare that they have eligible immigrant status provide verification of their status. However, assistance will not be delayed, denied, or terminated while confirmation of eligible status is pending from the Department of Homeland Security (DHS).

10.13.1 Citizens and Nationals

Under penalty of perjury, citizens and nationals of the United States are required to sign a declaration of citizenship. Pensacola Housing will not require citizens to provide documentation of citizenship other than their certification on Pensacola Housing's Declaration of Citizenship form.

10.13.2 Eligible Immigrants

Non-citizens with eligible immigrant status must sign a declaration of status and verification consent form and provide their original immigration documents, which Pensacola Housing will copy front and back and return to the family.

Eligible immigrants who were participants and at least 62 years old as of June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age. No additional verification is required for participants who fall into this category.

10.13.3 Verification of Eligible Immigrant Status

Federal regulations stipulate that only the following documents are acceptable as verification of eligible immigrant status:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);
3. Arrival-Departure Record (I-94); or
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows that the individual's eligibility has been verified.

A birth certificate is not an acceptable verification of status.

All documents used to verify U.S. citizenship/eligible immigrant status will be kept on file for five years.

10.13.4 Ineligible Immigrants

Pensacola Housing verifies eligible immigration status through the DHS SAVE system. If this primary verification fails to verify eligibility, within 10 business days Pensacola Housing will request that the DHS conduct a manual search.

Individuals who are neither citizens nor eligible immigrants may elect not to contend their status. Ineligible household members who do not claim to be citizens or eligible immigrants will be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse. The family will be considered a mixed family for the purpose of determining subsidy.

Although they are in the country lawfully, non-citizen students on student visas are considered ineligible members of the household for the purpose of HCV assistance. They must provide Pensacola Housing with their student visa, after which they will be listed as an ineligible member of the household, and the family will be considered a mixed family for the purpose of determining subsidy. No further verification or declaration of status is required for non-citizen students.

10.13.5 Timing of Verification of Eligibility

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission. For household members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in ~~families~~applicants, if the initial PHA does not supply the documents, Pensacola Housing must conduct the eligibility determination.

10.13.6 Failure to Provide Proof of Eligibility

If a household member fails to sign required declarations and consent forms or provide documents as required, they will be listed as an ineligible member, and the family will be considered a mixed family for the purpose of determining subsidy.

If an entire family fails to provide documentation and sign consent forms as required, the family's assistance will be denied or terminated for failure to provide required information.

10.13.7 Failure to Declare Household Members

If Pensacola Housing determines that an assisted household has knowingly permitted an individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated and the family will be ineligible to apply for housing assistance for 3 years, unless the ineligible individual has already been declared, resulting in a pro-ration of the family's assistance.

10.14 Verification of Waiting List Preferences

The HCV programs administered by Pensacola Housing assist extremely low and very low income households in Escambia County, as defined by federal guidelines. Program guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. In addition, HUD notice PIH 2013-19 stipulates that PHAs administering vouchers set aside for non-elderly disabled families (NED) must maintain at least a 95% lease up rate for their NED vouchers.

10.14.1 Verification of Extremely Low Income Families

The family's gross annual income (that is, all forms of income received by the family prior to any deductions, and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low Income Limits for the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area, adjusted for household size, to ensure the family meets the prescribed income limits.

10.14.2 Verification of NED Status

If a NED voucher is offered to a family on the waiting list, Pensacola Housing will verify the head of household's non-elderly status using the verification of identity process described in Section 10.12.1, and will verify the head of household's disabled status using the verification of disability process described in Section 10.12.5.

10.15 Verification of Homelessness

For general HCV program applicants, acceptable methods of verification of homelessness are as follows:

1. Written certification by a public or private facility providing shelter;
2. ~~The police~~Law enforcement; or
3. A case management/transitional housing/housing search/counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

10.15.1 Verification of Homelessness for HUD-VASH Clients

For applicants and participants of the HUD-VASH program, both HUD and the VA use the homeless definition provided by section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

In an effort to make the HEARTH homeless definition a bit easier to understand and apply, HUD has divided the general homeless definition into 4 different categories, which are:

1. Literally homeless;
2. At imminent risk of homelessness;
3. Unaccompanied youth under 25 years of age, or families with children or youth, who do not otherwise qualify as ~~Homeless~~ homeless under other federal statues; and
4. Fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the household~~.~~

Note that the definition for chronic homelessness is a separate definition and is not the definition used to determine eligibility for the HUD-VASH or other special purpose voucher programs.

10.15.2 Verification of Homelessness for Set-aside Vouchers

For homeless applicants who are referred to Pensacola Housing for a set-aside voucher, Pensacola Housing will accept the determination of the referring agency regarding the applicant's homeless status.

11.0 Utilizing the Enterprise Income Verification System (EIV) [24 CFR 5.233, Notice PIH 2018-18]

Pensacola Housing uses the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. Use of EIV is mandated by HUD.

Data contained within, and accessed from, the EIV system will only be used for official program purposes and will be protected by Pensacola Housing. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

Pensacola Housing adheres to HUD-prescribed EIV security awareness measures to ensure that only authorized system users access the EIV system and to maintain overall privacy and security compliance.

11.1 Demonstrating Compliance with Mandatory Use of EIV

In accordance with 24CFR §5.233(a, 2, i), Pensacola Housing complies with the HUD-mandated use of EIV by following the procedures outlined below.

11.1.1 EIV Use for New Admissions

For families who are new admissions to the program, Pensacola Housing will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the Effective Date of the New Admission;
2. ~~Print and~~ Mmaintain a copy of the EIV Income Report in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the date of the EIV Income Report.

11.1.2 EIV Use for Interim Reexaminations

For each Interim Reexamination conducted, Pensacola Housing will:

1. ~~Print~~ Generate the ~~Income Discrepancy page of the~~ EIV report and maintain it in the tenant file.

11.1.3 EIV Use for Annual Reexaminations

For each Annual Reexamination conducted, Pensacola Housing will:

1. Maintain the EIV Income Report, and if necessary as determined by Pensacola Housing, third party authentic documents provided by the tenant, and/or the third-party Employment Verification Form in the tenant file.

11.2 Debts Owed to PHAs and Terminations Module

As part of the EIV system, HUD has established a national database that serves as a repository of debt and termination information on former program participants from all housing agencies and subsidized rental housing providers. Each local program must designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB). The designated staff member(s) must obtain prior approval from HUD before beginning to enter information into the DTDB.

11.2.1 Policy Governing DTDB Entries

Pensacola Housing adheres to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

11.3 Screening Applicant Families through EIVs' Former Tenant Search Module

Pensacola Housing uses EIV's Former Tenant Search module in the following manner.

1. Prior to a family's admission, Pensacola Housing queries the SSN of each adult household member to determine if a PHA has reported a debt or adverse termination;
2. Former participants who owe debts to a PHA will not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
3. Adverse Terminations will be denied assistance in accordance with HUD or Pensacola Housing policy; and
4. Families denied assistance due to information in DTDB will be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered the opportunity for an informal review.

11.4 Mandatory Monitoring of EIV Reports

In compliance with HUD requirements, Pensacola Housing monitors the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

4. Multiple Subsidy Report

And the following reports on a quarterly basis:

1. ~~Income Discrepancy Report~~Income Validation Tool Report
2. New Hires Report

11.5 Income Discrepancy Resolutions

When a Pensacola Housing staff member identifies a possible income discrepancy during a review of the EIV Income Validation Tool, or by comparing the EIV Income Report to the household income information stored in Pensacola Housing's enterprise software system, the staff member will conduct an income review of the household and take whatever corrective actions are necessary. Examples of corrective actions may include conducting an Interim Reexamination of the household, which may result in an increase to the tenant rent; contacting the family to request additional documentation; opening an investigation by contacting employers identified on the EIV Report directly to request additional information; writing a debt against the family because of a period of oversubidy due to unreported or under-reported income; and termination from the program. A supervisor will review any actions that result in a participant debt or program termination before they are final. Families who are assigned a debt, or whose program participation is terminated, will be offered the opportunity to request an informal hearing.

~~Please see Appendix 1: Using the EIV Income Discrepancy Report for a description of how Pensacola Housing utilizes the EIV Income Discrepancy Report to identify under- or non-reporting of income sources by program participants and to help program participants protect themselves from identity theft.~~

11.5~~6~~ EIV Security Measures

Pensacola Housing will adhere to the following procedures when storing and disposing of EIV records and other participant data.

11.5~~6~~.1 Record Retention

In compliance with both federal and state record retention laws, Pensacola Housing will retain the documents in a participant's file during the term of the assisted tenancy and for five years thereafter. EIV information will be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

11.5~~6~~.2 Disposal of Applicant and Participant Records

All EIV documents will be destroyed at the end of the federally-mandated three-year retention period from the end date of participation in the program. They will be destroyed in a manner that will not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

11.56.3 EIV Security Monitor

In compliance with HUD policy regarding EIV, Pensacola Housing will designate one employee to be its "EIV Security Monitor." This person is responsible for ensuring that the EIV security procedures outlined in this Administrative Plan are adhered to.

The EIV security monitor or other designated personnel will also give written notification to HUD whenever:

1. A staff member associated with EIV information is no longer employed by Pensacola Housing, or
2. A staff member who previously had access rights to the EIV system no longer has such rights.

11.56.4 Storage of EIV Documents

Pensacola Housing will retain a lockable container, file cabinet, or room to store EIV documents that are outdated and slated to be destroyed.~~:~~

~~1. Outdated and slated to be destroyed; or~~
~~2. Printed but not yet placed in participant files.~~

11.56.5 Key Control Form

Pensacola Housing utilizes a Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet or room;
2. The names of program staff who are in possession of these keys; and
3. Any change in the number of keys available or in the identity of the staff in possession of the keys.

11.5.6 EIV Security Awareness Training

Pensacola Housing employees who will be receiving EIV access for the first time must satisfy the required EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, the employee must meet the following two conditions:

1. Applicants must watch the most recent EIV Security Awareness Training Webcast published by HUD.
2. Applicants must confirm that they have watched the above mentioned webcast by signing the EIV Webcast Training Certification form, and submitting it to Pensacola Housing's EIV Security Monitor.

11.5.7 Breach of EIV Security Policy

All Pensacola Housing staff will be instructed that any breach of the EIV security policy must immediately be reported to the EIV Security Monitor.

12.0 RTAs and HAP Contract Execution [24 CFR 982.305]

When the family finds a unit of interest, the family and the owner will complete and sign the Request for Tenancy Approval (RTA) form. The family must submit the completed RTA form to Pensacola Housing during the term of the voucher. Pensacola Housing will review the RTA, perform an affordability analysis, and make an initial determination regarding approval of the tenancy. Pensacola Housing may assist the family in negotiating changes that are required, if any, for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the owner must contact Pensacola Housing to schedule an inspection. Whenever possible, Pensacola Housing will schedule the inspection appointment for no later than 15 business days after the owner's request, unless the owner indicates the unit will not be ready within 15 business days, in which case Pensacola Housing will work with the owner to find an appropriate inspection date.

During the initial stage of qualifying the unit, Pensacola Housing will provide the owner with information regarding the program, including Pensacola Housing and owner responsibilities for screening, and other essential program elements. Upon request by the prospective owner, Pensacola Housing will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to comply with, standard material lease terms. Additional screening is the responsibility of the owner.

12.1 Approval to Lease a Unit

Pensacola Housing will approve a family's tenancy, authorize the family and owner to execute a lease, and enter into a HAP contract with the owner of the unit if all the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by Pensacola Housing and passes HQS;
3. The lease is approvable and includes the following:
   a) The names of the owner and the tenant;
   b) The address of the unit rented;
   c) The term of the lease (initial lease term and the provisions for renewal);
   d) The amount of the monthly rent to owner;
   e) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
   f) The HUD-required tenancy addendum.
4. The rent to owner is reasonable, as defined by the rent reasonableness standard;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or by Pensacola Housing, and does not have any state or local delinquent taxes owing on the rental property;
7. The family continues to meet all eligibility and screening criteria.

If the RTA is denied, Pensacola Housing will advise the owner and the family of any actions they could take that would enable Pensacola Housing to approve the tenancy.

12.2 Lease Start Dates

The assisted lease term may begin only after all of the following conditions are met:

1. Pensacola Housing approves the family's leasing of the unit;
2. The unit passes Pensacola Housing's HQS inspection;
3. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
4. Pensacola Housing has determined that the contract rent is Rent Reasonable;
5. All applicable tenant utilities are on in the head of household's name; and the security deposit, if applicable, has been addressed;
6. The landlord and tenant sign a lease that includes the HUD-required tenancy addendum.

12.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Upon receipt of the executed lease, including the HUD-required tenancy addendum, signed by both the tenant and the owner, Pensacola Housing will produce the Housing Assistant Payment (HAP) contract and execute the contract with the owner. Pensacola Housing will not pay any housing assistance to the owner until the contract is fully executed.

The initial term of the HAP contact and the lease must~~will have the same start date as the lease~~. In addition, the HAP contract must be executed within 60 days of the start of the lease term. Any contract that is not executed within 60 days of the lease start date will be void. In such cases, Pensacola Housing will not make any HAP payments to the owner and will contact the family to offer them the opportunity to select a different unit.

12.4 Eligible and Ineligible Housing Types

The following types of housing cannot be assisted under the HCV program:

1. A public housing or Indian housing unit;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
3. College or other school dormitories;
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
5. A unit occupied by its owner, unless this arrangement has been approved as a reasonable accomodation; or
6. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a low-income housing tax credit (LIHTC).

In addition, a family holding a tenant-based voucher may not use that voucher in a unit receiving project-based assistance under a Section 8 Program.

Pensacola Housing will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Duplexes, triplexes and fourplexes
5. Townhouses
6. Condominiums

Pensacola Housing will also approve leases for the following special housing types:

1. Congregate housing, including assisted living facilities
2. Shared housing
3. Single-room occupancy (SRO) housing
4. Group homes
5. Cooperative housing
6. Manufactured home space rental

When reviewing and approving special housing types, Pensacola Housing will use guidance from the "Special Housing Types" chapter of HUD's Housing Choice Voucher Program Guidebook in addition to other applicable federal and local program regulations and guidelines.

12.5 Security Deposits [24 CFR 982.313, Florida Statutes 83.49]

The owner may collect a security deposit from the tenant in an amount not in excess of market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent owed by the tenant or for damages to the unit.

In accordance with state law, the owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the assisted lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.812, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis,

based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual/Biennial: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a "complaint inspection");
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing's HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b)(2)]

After the family submits an RTA and the housing counselor has confirmed the unit's affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner's request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner's representative, who must be over the age of 18, present. For initial inspections, the owner's representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CRF 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received documentation of repairs or an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

To the extent possible, Pensacola Housing will certify corrections of HQS deficiencies via review of documents provided by the owner. Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner ~~Self-Certification of Minor Fail Items~~Confirmation of Repairs

In most cases, Pensacola Housing will allow owners to confirm correction of HQS deficiencies by submitting pictures or documents for review~~If the only deficiencies at an annual or biennial inspection are five or fewer minor (non-emergency) fail items, the owner will be allowed to self-certify correction of the deficiencies to pass the inspection.~~ If the owner prefers, they may contact Pensacola Housing to schedule a reinspection.~~fails to provide verification that the deficiencies have been corrected by the due date, it will be considered a second failed inspection and the owner will be responsible for contacting Pensacola Housing to schedule a re-inspection~~. Failure to secure a passed inspection within the time frame for repair either through submitting documentation or a site revisit, will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a ~~Quality Control~~new inspection of the unit.

~~The self-certification option is available for five or fewer minor fail items discovered during annual or biennial inspections only. It is not available for initial inspections.~~

~~13.5.4 HQS and Rent Increases~~

~~Proposed increases to the contract rent that are requested on the Request for Tenancy Continuation (RTC) form will not be considered if the unit was not found to be in HQS compliance during the first visit at the time of the most recently scheduled annual inspection. If the unit was in HQS compliance at that time, or if the only HQS deficiencies found were assigned to the tenant, then a rent reasonableness assessment will be made to determine whether the requested rent increase is market reasonable.~~

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification

of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist during the visit.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, as described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Department to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with ~~City~~ local government Building Codes, as adopted by the City of Pensacola or Escambia County, as applicable.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;
3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate ~~both the HAP contract and the assistance~~the program participation of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a)~~,(~~-3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated and the contract terminated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;

9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
~~10.~~11. Non-functioning or absent carbon monoxide detectors, for units requiring carbon monoxide detection;
~~11.~~12. Unusable toilet when only one toilet is present in the unit;
~~12.~~13. Security risks such as broken doors or windows that would allow intrusion;
~~13.~~14. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six. Because no children live in SRO housing, the HQS applicable to lead based paint do not apply to this unit type.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Lead Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.
- The owner must provide Pensacola Housing with a passed lead clearance test from a ~~Florida Licensed~~ certified Lead Risk Assessor, certified Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required [24 CFR 35.1215(b)]

For New Unit inspections, the owner will have up to ~~15~~ 30 days from the inspection date notification to provide a "passed" clearance test. All paint stabilization repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied, and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.12.5 Procedures When Pensacola Housing Receives a Report of a Child with an EBLL in an Assisted Household

If Pensacola Housing receives a report from a public health department or other medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then within 15 days Pensacola Housing will complete an environmental investigation of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the assisted unit. When the environmental investigation is complete, Pensacola Housing will immediately provide the results of the environmental investigation to the owner of the unit.

If the child identified as having an EBLL is no longer living in the unit when Pensacola Housing receives the report of the EBLL, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit in regard to the child's EBLL, or Pensacola Housing had already conducted an environmental investigation of the unit and common areas between the date the child's blood was last sampled and the date when Pensacola Housing received notification of the EBLL, the requirements of this section will

not apply. If Pensacola Housing or the unit owner conducted a risk assessment of the unit and common areas during that period, Pensacola Housing is not required to conduct another risk assessment there but shall conduct the elements of an environmental investigation not already conducted during the risk assessment.

If Pensacola Housing receives information from a person who is not a medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then Pensacola Housing will immediately attempt to verify the information with the public health department or another medical health care provider. Pensacola Housing will make at least 2 attempts to verify the information with the health department or medical health care provider. If the public health department or provider denies the request, Pensacola Housing will send documentation of the denial to the HUD ~~rental assistance program manager,~~field office who will make an effort to verify the information. If that department or provider verifies that the child has an EBLL, such verification shall constitute notification, ~~andPensacola~~and Pensacola Housing will take the action required in this section.

Within 30 calendar days after receiving the results of the environmental investigation from Pensacola Housing or the evaluation from the public health department, the unit owner will complete the reduction of identified lead-based paint hazards in accordance with § 35.1325 or § 35.1330. Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated with interim controls or abatement or the public health department certifies that the lead-based paint hazard reduction is complete. The requirements of this paragraph do not apply if Pensacola Housing or the owner, between the date the child's blood was last sampled and the date Pensacola Housing received the notification of the EBLL, already conducted an environmental investigation of the unit and common areas servicing the unit and the owner completed reduction of identified lead-based paint hazards. If the owner does not complete the lead-based paint hazard reduction required by this section, the dwelling unit is in violation of the standards of 24 CFR 982.401. The owner will notify building residents of any lead-based paint hazard evaluation or reduction activities in accordance with § 35.125.

The owner will report the name and address of a child identified as having an EBLL to the public health department and Pensacola Housing within 5 business days of being so notified by any other medical health care professional. The ~~owner~~Pensacola Housing Department will ~~also~~ report each confirmed case of a child with an EBLL to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified. The owner and Pensacola Housing will provide to the HUD field office documentation that it has conducted the activities described in this section within 10 business days of the deadline for each activity.

If the required environmental investigation identifies lead-based paint hazards, Pensacola Housing or the owner will conduct a risk assessment in accordance with § 35.1320(b) of other assisted dwelling units covered by this part in which a child under age 6 resides or is

expected to reside on the date lead-based paint hazard reduction is complete as well as of the common areas servicing those units, within 30 calendar days after receipt of the environmental investigation report if there are 20 or fewer such units, or within 60 calendar days if there are more such units.

If the required risk assessment identifies lead-based paint hazards, the owner will complete the reduction of the lead-based paint hazards in accordance with § 35.1325 or § 35.1330 within 30 calendar days, or within 90 calendar days if more than 20 units have lead-based paint hazards such that the control work would disturb painted surfaces that total more than the de minimis threshold of § 35.1350(d). Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement. However, the requirements of this paragraph do not apply if:

(i) Between the date the child's blood was last sampled and the date the owner received the notification of the EBLL, Pensacola Housing or the owner conducted a risk assessment of the other assisted dwelling units covered by this section and the common areas servicing those units, and the owner conducted interim controls of identified lead-based paint hazards in accordance with § 35.1225(c); or

(ii) The owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements throughout the 12 months preceding the date the owner received the environmental investigation report; and,

(iii) In either case, the owner provided Pensacola Housing~~the HUD field office~~, within 10 business days after receiving the notification of the EBLL, documentation that it has conducted the activities described in this paragraph.

At least quarterly, Pensacola Housing will attempt to obtain from the Florida Department of Health in Escambia County the names and/or addresses of children of less than 6 years of age with an identified EBLL in Escambia County. At least quarterly, Pensacola Housing will also provide an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the Florida Department of Health in Escambia County, unless that department states it does not wish to receive such report. If Pensacola Housing obtains names and addresses of EBLL children from the Florida Department of Health in Escambia County, Pensacola Housing will match information on cases of EBLLs with the names and addresses of families receiving tenant-based rental assistance, unless the Florida Department of Health in Escambia County performs such a matching procedure. If a match occurs, Pensacola Housing will carry out the requirements of this section.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of $50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing's administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits
- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue; and
~~2. The date of the pre-scheduled re-inspection; and~~
~~3.~~2. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a retaliatory action and a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume effective on the day the unit passes inspection should the lease and HAP contract be reinstated. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

14.0 Rent Reasonableness [24 CFR 982.507]

Pensacola Housing will not approve an initial rent or a rent increase for any unit participating in one of its HCV programs without first determining that the requested rent amount is reasonable, in accordance with federal guidelines regarding rent reasonableness.

Rent reasonableness must be determined prior to the initial lease, and at the following times:

1. Before any increase in rent to owner is approved;
2. If, 60 days before the HAP contract anniversary date, there is a 10% decrease in the published FMR as compared to the previous FMR;
3. If directed to do so by HUD; and
4. Based on a need identified by Pensacola Housing's quality control or internal auditing processes.

At its discretion, Pensacola Housing may also perform rent reasonableness determinations at any other time, such as during a participant's annual recertification.

14.1 Comparability

For the purpose of making rent reasonableness determinations, Pensacola Housing will maintain and update a database of unassisted "comps" (rental units leased by unsubsidized tenants on the open market) in its jurisdiction.

Pensacola Housing HQS inspectors and other analysts will compare the rent proposed by the owner of an assisted unit to the rents of comparable units of the same type in comparable neighborhoods. Pensacola Housing will consider the location, quality, size, number of bedrooms, age, amenities, services, maintenance and utilities of the assisted unit and comparable units.

At any time, owners can review the information Pensacola Housing used to make a rent reasonableness determination for their unit. Owners may submit additional information, including market surveys or additional comps. Pensacola Housing ~~will~~ may consider this information in making and reviewing rent reasonableness determinations.

14.2 Methodology

Pensacola Housing bases its rent reasonableness determinations on current comparables provided by the Pensacola Association of Realtors. In addition, Pensacola Housing may obtain information from other sources, including:

1. Classified ads, MLS listings, Craigslist, etc.;
2. Third-party vendors specializing in market data; and

3. Owner-provided rent rolls of comparable units, to be confirmed by Pensacola Housing.

Pensacola Housing has established that the market areas for rent reasonableness are census tracts and/or neighborhoods within Pensacola Housing's jurisdiction. Whenever possible, subject units within a defined housing market area will be compared to similar unassisted units within the same area.

14.3 Rent Reasonableness Restrictions for Owners

Federal regulations prohibit owners from charging HCV tenants more rent than unassisted tenants who occupy comparable units. By accepting the HAP payment each month, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

If requested, and if applicable to the owner, the owner must provide Pensacola Housing with information on rents charged by the owner for other units on the premises or elsewhere.

At all times during the assisted tenancy, the total amount of monthly rent received by the owner from Pensacola Housing and the participant family may not exceed the reasonable rent as most recently determined or redetermined by Pensacola Housing.

14.4 Rent Reasonableness and Affordability

Rent reasonableness is not the only constraint on contract rents for HCV program participants. The other constraint concerns affordability. During the first contract year in a unit, the family share cannot be more than 40% of the family's monthly adjusted income if the gross rent exceeds the payment standard. An analysis will be done when the RTA is turned in to ensure the proposed contract rent for the unit meets this requirement.

14.4.1 Information for Owners

Owners should be aware that Pensacola Housing's acceptance of an RTA based on the 40% affordability standard is not verification that the rent proposed on the RTA is reasonable. The rent reasonableness determination will be performed after the initial inspection of the unit. At that time, owners may be asked to lower the contract rent, even if they've already lowered the proposed rent to meet the affordability standard.

If an owner chooses not to accept the reasonable rent proposed by Pensacola Housing, the RTA will be denied, and the applicant or participant will be provided with an opportunity to select a different unit.

14.4.2 Information for Participants

HCV program participants should be aware that the affordability restriction is only applied during a participant family's first contract year in a unit. After that year, changes to the

tenancy, including but not limited to proposed rent increases from the owner that are found to be reasonable, decreases in household income, and changes in household composition that result in a lower family voucher size, can create situations where the family's tenant rent is more than 40% of the family's monthly adjusted income.

If the tenant rent increases to more than 40% of the monthly adjusted income at recertification as a result of changes to household income, composition, or contract rent, the housing specialist may counsel the head of household about this change and suggest moving to a more affordable unit. However, Pensacola Housing will not compel a participant family to move based solely on affordability.

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will ~~contact~~ send the owner ~~both by phone call and by mail~~written notification ~~to inform the owner~~ that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void, and~~. If an owner doesn't appear at the Pensacola Housing office to sign the HAP contract, bringing with them their fully executed lease, within 60 days of the lease/HAP contract start date, Pensacola Housing will void the contract and contact the participant family to provide them with a new RTA.~~ n~~N~~o HAP payments will be made to the owner.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called ~~HAPCheck~~Assistance Connect. ~~Owners will be able to view up to 18 months' worth of HAP statements via HAPCheck.~~

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;

2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;
4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family ~~of an applicant seeking the initial use of a voucher~~, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may ~~not be a parent, child, grandparent, grandchild, sister or brother of~~ not be related by blood or marriage to any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

~~Owners may not live in the same unit with assisted family members in a lease-shared housing arrangement, unless specifically approved by HUD.~~

For purposes of this policy, "owner" includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Department with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner's behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner's behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Department within 10 business days of the change.

Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

~~A change in ownership requires execution of a new HAP contract.~~The HAP contract is transferrable under federal regulations after the new owner has provided proof of ownership. Pensacola Housing and the new owner ~~may~~will, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's acceptance of ~~agreement with~~ the HAP contract(s) already in effect for the affected family or families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.

16.0 Annual and Interim Reexaminations [24 CFR 982.516]

In accordance with HUD requirements, Pensacola Housing will reexamine the income and household composition of all participant families regularly. Annual recertifications and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of decreases in the HAP and corresponding increases in tenant rent.

This chapter defines Pensacola Housing's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

16.1 Annual Reexaminations [24 CFR 982.516 (a)]

Pensacola Housing must conduct ~~an annual~~a reexamination of household income and household composition for all active HCV program participants at least annually. Voucher households will be notified by mail of the recertification requirements at least 90 days in advance of their anniversary date. If requested as an accommodation by a person with a disability, Pensacola Housing will provide the notice in an accessible format. Pensacola Housing will also mail the notice to a third-party, if requested as a reasonable accommodation.

Pensacola Housing will strive to complete annual recertifications for families before the anniversary date, including notifying the family of any increases in tenant rent at least 30 days before the anniversary date, unless action or inaction of the family delays notification. If the family's rent portion remains the same or decreases, Pensacola Housing may give less than 30 days written notice to the family.

Income limits are not used as a test for continued eligibility at recertification.

16.1.1 Collection of Information [24 CFR 982.516(f)]

Pensacola Housing will send a Notification of Annual Recertification letter approximately 90 days prior to the anniversary date of the lease and HAP contract to the family, informing them it is time for their annual reexamination~~, and notifying them of the scheduled date, time, and location of their annual interview~~. The letter includes forms for the family to complete ~~in preparation for the interview~~, and instructions for what documents must be provided. ~~permitting the family to reschedule the interview if necessary. The letter specifies that families who may need to make alternate arrangements due to a disability should contact the Housing Department within a reasonable time period to request a reasonable accommodation of their needs, including a home visit if necessary, and/or to arrange a means of alternate communication.~~

~~During the recertification interview, the family may have a friend, family member, or other advocate present to assist in the recertification process.~~

During the ~~interview~~recertification process, the family will provide current information regarding income, assets, expenses, and other information necessary to redetermine the family's Total Tenant Payment and family share. The family must sign the HUD consent form and other consent forms that are used to verify family circumstances.

16.1.2 Missed Appointments

If the family fails to attend the recertification interview and doesn't call to reschedule, a Notification of Pending Termination will be mailed. The notification will advise the family that in order to avoid termination of their assistance, they must contact Pensacola Housing to schedule a recertification appointment prior to their recertification date. Failure to do so will result in Pensacola Housing taking action to terminate the family's voucher program participation.

If the family reschedules their recertification appointment but then fails to attend the make-up appointment, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

If the family has failed to attend the interview or make-up appointment due to a disability, and requests consideration, Pensacola Housing will consider verifiable mitigating circumstances and may make other arrangements as a reasonable accommodation.

16.1.3 Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents at the recertification interview, the housing specialist will provide a checklist of the missing items, and a deadline for their return.

If the family doesn't return all required items by the deadline, Pensacola Housing will mail a Notification of Pending Termination, and set a final deadline for return of the missing items.

If the family fails to respond to the final notification, and has not contacted Pensacola Housing to make other arrangements, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

Pensacola Housing may offer exceptions to these policies if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

16.1.4 Documents Required From the Family

In the notification letter to the family, Pensacola Housing will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Tenant Information Form and/or as requested by Pensacola Housing;

2. Documentation of all assets and asset income. If net family assets total less than $5,000, third-party documentation is only required triennially, and self-declaration will be accepted in other years;~~Self-declaration of assets, and, if net family assets total $5,000 or more, third-party verification of all assets;~~
3. Documentation for any deductions or allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older; and
6. The Request for Tenancy Continuation, to be completed by the family and the unit owner.

16.1.5 Verification of Information

Pensacola Housing will follow the verification guidelines and procedures described in Chapter 10. Verification documents supplied by the family for reexaminations must be current within 90 days of the date of the family's recertification ~~interview~~letter.

16.1.6 Annual Reviews Resulting in Tenant Rent Increases

If the tenant rent increases as a result of recertification, a notice is mailed to the family and to the owner at least 30 days prior to the effective date of the increase.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by Pensacola Housing, then the tenant rent increase will be effective on the first of the month following the 30-day notification period.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by the participant family, then the tenant rent increase will still take effect on the effective date of the annual recertification, even if that means a retroactive increase in tenant rent. Delays caused by the family include: missed appointments, failure to return documents by specified deadlines, and misrepresentation of household income or other circumstances that require additional investigation by Pensacola Housing.

16.1.7 Annual Reviews Resulting in Tenant Rent Decreases

If the tenant rent decreases, the decrease will be effective on the anniversary date.

16.2 Reporting Interim Changes [24 CFR 982.516 (c, d)]

Participants in Pensacola Housing's voucher programs are required to report all changes in their household income, expenses, household composition, student status, immigration status, assets (when net family assets total $5,000 or more), and name changes, in writing, within 10 business days of the change.

Most interim reviews will be conducted through the mail, electronically, and by phone, unless the family requests that the review take place in person.

An interim reexamination does not affect the date of the annual recertification.

16.2.1 Adding Household Members

All additions to the household must be reported to Pensacola Housing within 10 business days. Prospective adult additions to the household must meet all standards for participant acceptance, including an acceptable background check, previous program compliance history, criminal screening, and no outstanding debts to any PHA.

Before a new adult household member takes occupancy of the assisted unit, the household must:

1. First receive the landlord's approval for the household member to be added to the lease; and
2. After receiving the landlord's approval, receive Pensacola Housing's approval for the person(s) to be added to the household.

Minors may be added to the household if the subsidized residence will be their primary residence; that is, they will reside at the residence at least 51% of the time. Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, child support payment records, parenting agreements, statements from custodial parents or guardians regarding the residency of the minor, Medicaid or Social Security documentation, other relevant documentation from a state or federal agency, adoption decrees, and court orders.

When a new family member is added, income of the new family member must be added to the family income as well, and a new TTP, family share, and tenant rent calculated. Pensacola Housing will conduct an interim reexamination to review such additional income and make the appropriate adjustments to the HAP and tenant rent.

The income of additions to the household who are not considered family members under HUD's definition, including live-in aides, foster children, and foster adults, will be excluded.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified before the new household members move into the unit.

If a new household member approved by Pensacola Housing subsequently appears on the Multiple Subsidy Report in the EIV system, Pensacola Housing will open an investigation. If the results of the investigation show that the household member was added fraudulently, Pensacola Housing will take appropriate corrective action. This might include removing household members from the voucher, writing a debt, or program termination. The family will have the right to request an informal hearing concerning any adverse action taken by Pensacola Housing.

16.2.2 Removing Household Members

Participant families must inform Pensacola Housing of any permanent departures from the household within 10 business days of the change in household composition. Pensacola Housing will require a statement from the landlord confirming the departure from the assisted household. Whenever possible, additional third-party documentation, such as proof of new residence, will be required as well. Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Family provides statements from other agencies such as the Department of Children and Families;
4. If an adult family member is incarcerated, a document from the court or correctional facility; or
5. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Once third-party verification documents have been received, Pensacola Housing will report an interim reexamination to HUD, to be effective on the first of the calendar month after the departure occurred. Any household income associated with the departed household member will also be removed.

Reductions in household size may result in a reduction in the subsidy for which the household is eligible. Such reductions will be applied at the next annual reexamination or mover's recertification after the departure from the household occurs.

16.2.3 Increases in Income

Participants are required to report all increases in income, or in assets (when net family assets total $5,000 or more), in writing, within 10 business days of the change.

16.2.4 Decreases in Income/Increases in Deductions

Participants are not required to, but may at any time, report a decrease in income, or other change that might reduce the amount of tenant rent, such as an increase in qualified allowances or deductions. Upon receipt of appropriate third-party verification of such changes, Pensacola Housing will take timely action to process the interim reexamination and recalculate the family share.

Pensacola Housing will not conduct interim reexaminations based on an increase or decrease in the household's medical expenses between annual eligibility reviews.

16.2.5 Interim Reexamination Policy

Pensacola Housing will conduct a complete interim re-examination and submit an updated 50058 to HUD in the following cases:

1. Interim additions to the household;
2. Interim departures from the household;
3. Any increase in income when a family previously reported no income source;
4. An increase in income that is greater than $2,400 per year or that results in a material effect on the family's TTP (a change of 10 percent or more);
5. Upon the family's request, a decrease in household income that produces a decrease in the tenant rent; and
6. Upon the family's request, an increase in qualified household deductions that produces a decrease in the tenant rent.

Changes reported by participants that do not fall into one of the categories listed above will be noted in the participant file, but will not be submitted to HUD as a new 50058 between regularly-scheduled annual recertifications.

16.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily report zero income, Pensacola Housing may schedule special reexaminations every 30 days, or on whatever schedule is determined necessary, until the income stabilizes and an annual income can be determined.

16.4 Timely Reporting of Changes in Income and Household Circumstances

Pensacola Housing requires that families report interim changes to Pensacola Housing in writing within 10 business days of when the change occurs. Any follow up information, document or signature from the family that is needed to verify the change must be provided by the deadline specified by Pensacola Housing.

If a change is not reported within the required 10 business days, or if the family fails to provide documentation or signatures by a set deadline, it will be considered untimely reporting.

16.4.1 Procedures When the Change is Reported by the Family in a Timely Manner

Pensacola Housing will notify the family and the owner of any change in the HAP and the tenant rent, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported. In general, rent reductions will not be processed

until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

16.4.2 Procedures When the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change within the timeframes described above, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

1. Increases in tenant rent will be effective retroactive to the date they would have been effective had changes been reported in a timely manner. The family will be liable for any overpaid HAP or UAP and may be required to sign a repayment agreement; and
2. Decreases in the tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all Pensacola Housing-required document submission deadlines.

16.4.3 Procedures When the Change is Not Processed by Pensacola Housing in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change was not processed by Pensacola Housing in a timely manner.

In the event that a change is not processed by Pensacola Housing in a timely manner, any change resulting in an increase in tenant rent will be effective on the first of the month after the required 30-day notification period.

If the change resulted in a decrease to the tenant rent, the overpayment made by the family will be calculated retroactively to the date when the change should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

16.5 Pensacola Housing Errors

If Pensacola Housing discovers that it made an error that had a substantial effect upon a participant family's rent subsidy, it will take necessary steps to correct the error and make adjustments to the tenant's subsidy calculation.

If correction of the error would have an adverse effect on the participant family (for example, a reduction in HAP to the owner) then Pensacola Housing will provide the family with a 30-day notice of the increase in tenant rent. The tenant rent increase will be effective on the first of the month after the 30-day notification period has passed. Neither

the participant family nor the owner will be asked to repay funds for an error they did not cause.

If correction of the error would be favorable to the tenant (for example, a retroactive increase in HAP to the owner) then Pensacola Housing will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner's account or be paid to the tenant in one of the following ways:

1. If the tenant is still in the unit and the period of incorrect HAP is within the current contract year, then an additional payment will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to the tenant;
2. If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant's current address;
3. If the tenant is still in the program but not in the same unit then a check will be sent to the tenant at the tenant's current address; or
4. If the tenant is no longer a program participant, then notification will be sent to the tenant at the tenant's last known address advising them to contact Pensacola Housing to resolve an error in their previous program participation. Details of the reconciliation will be reserved until the tenant contacts Pensacola Housing and confirms their identity.

16.6 Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of "Imputed Welfare Income"

"Imputed welfare income" is an amount of annual income, not actually received by a family, that ~~as a~~ results from ~~of~~ a specified welfare benefit reduction, and that is included in the family's income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family's request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family's request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing's determination of the amount of imputed welfare income;

2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

16.7 Notification of Results of Annual and Interim Recertifications

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in HAP and tenant rent is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.

17.0 Other Changes in Household Conditions

This chapter reviews the rules and processes covering changes in household conditions besides changes in household income or household composition, which were covered in Section 16.3 and its subsections.

17.1 Absences from the Assisted Unit [24 CFR 982.312]

It is the responsibility of the head of household to report all changes in household conditions, including temporary absences from the unit, to Pensacola Housing.

Pensacola Housing defines a "temporary absence" as any or all members of the household, including the head of household, being away from the unit for longer than 14 consecutive calendar days but no more than 60 days. Temporary absences are permitted under Pensacola Housing's voucher program, provided that:

1. The head of household informs Pensacola Housing of the absence;
2. The household's utility accounts remain in service;
3. The household continues to pay their tenant rent portion in a timely fashion, and comply with all other lease requirements; and
4. The absent persons are still using the assisted unit as their residence, and have not taken occupancy elsewhere.

It is strongly recommended that the household inform their landlord of temporary absences as well. Income of persons temporarily absent will continue to be counted as household income for the purposes of calculating tenant rent and subsidy.

If a household member is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Except for absences due to medical reasons, in most cases Pensacola Housing will not approve absences from the unit lasting more than 60 days, and will conduct an interim reexamination removing any household member who will be absent for that long. If the entire household is absent for longer than 60 days, Pensacola Housing will terminate the HAP contract and the family's voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

In accordance with 24 CFR 982.312 (a), Pensacola Housing will not approve any absence from the unit lasting more than 180 consecutive calendar days, even in the case of absence due to medical reasons or other absences approved by Pensacola Housing. The owner must reimburse Pensacola Housing for any HAP paid for the period after the termination.

17.1.1 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, Pensacola Housing will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates the family member will return in less than 180 consecutive days, the absence will be treated as a temporary absence.

In accordance with 24 CFR 982.312 (a), any absence from the unit lasting more than 180 consecutive calendar days, even absences due to medical reasons, will be considered permanent, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate the HAP contract. If the absence was approved, the family will be invited to contact Pensacola Housing to request a moving voucher.

17.1.2 Absence Due to Full-Time Student Status

Students who attend a school more than 50 miles away from the subsidized unit are not considered members of the household for the purpose of determining subsidy.

Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

However, full-time students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered in violation of the guest policy. See also Sections 17.3 and 17.4 below.

17.1.3 Absence Due to Incarceration

Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

17.1.4 Absence Due to Court Order

If a member of the household is subject to a court order that restricts him or her from the home, the person will be considered permanently absent.

17.1.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, Pensacola Housing will determine from the appropriate agency when the children are expected to be returned to the home. If the time period is greater than 12 months from the date of removal, the family voucher size will be lowered at the next annual reexamination.

17.1.6 Absence of the Entire Family

Participants are required to notify Pensacola Housing before they move out of a unit and to give Pensacola Housing information about any family absence from the unit.

In cases where the family has moved out of the unit without adequate notice to Pensacola Housing and the owner, Pensacola Housing will terminate assistance in accordance with the termination procedures contained in this Administrative Plan.

If the entire family is absent from the assisted unit for more than 60 consecutive days without notifying Pensacola Housing, or if Pensacola Housing otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and assistance will be terminated.

In order to determine if the family is absent from the unit, Pensacola Housing may investigate the situation by taking action, including but not limited to the following:

1. Contacting the landlord and asking the landlord to determine occupancy status;
2. Telephoning the family at the unit;
3. Writing letters to the family at the unit; and
4. Verifying whether utilities are in service.

17.2 Caretaker for Children

In a household with children where all adults are absent from the household, if the family, or an appropriate agency, has identified another adult who is willing to move into the assisted unit to care for the children, Pensacola Housing will approve the adult addition to the household provided the new household member meets all of Pensacola Housing's eligibility requirements and is willing to assume the responsibilities of a voucher program Head of Household.

When Pensacola Housing approves a person to reside in the unit as caretaker for the child/children, the individual will be required to complete all program application requirements, and the individual's income will be counted. Pensacola Housing will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

17.3 Visitors/Unauthorized Residents in Unit

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without Pensacola Housing approval, or for a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods, which Pensacola Housing will consider on a case-by-case basis.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include voter registrations, judgments, court or police records, state wage records, utility records, and postal records. Statements from neighbors and/or the landlord may also be considered in making the determination.

If an unauthorized individual is found to be residing in the assisted unit, Pensacola Housing will terminate the family's assistance, since prior approval was not requested for the addition to the household. The family may request an informal hearing.

17.4 Visiting Minors and College Students

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household or an unauthorized guest.

In a joint custody arrangement, if the minor is in the household fewer than 181 days per year, the minor will be considered to be an eligible visitor, not an unauthorized household member.

17.5 Break-up of the Household

If a household breaks up, Pensacola Housing will make a determination regarding which household member will retain the voucher, taking into consideration the following factors:

1. Who is the head of household and did the head of household remain in the unit;
2. The interest of minor children, or of ill, elderly, or disabled family members;
3. Whether assistance should remain with the household members who remained in the unit; and
4. Whether household members were forced to leave the unit as a result of actual or threatened physical violence by another member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Pensacola Housing will be bound by the court's determination of which household members continue to receive assistance on the program.

Because of the great number of possible different circumstances under which a determination might have to be made, Pensacola Housing will make determinations on a case-by-case basis. Pensacola Housing will issue a determination within 14 business days

of the request for a determination. The family member requesting the determination may request an informal hearing, in compliance with Chapter 22 of this Administrative Plan.

17.6 Bifurcation of the Voucher

Under certain circumstances, Pensacola Housing may choose to "bifurcate" a voucher and issue two vouchers for a participant family formerly housed together on one voucher:

1. In cases where a VAWA move is necessary, if the victim of domestic violence, dating violence, sexual assault, or stalking is not the Head of Household, Pensacola Housing may bifurcate the voucher and issue a new voucher to another adult in the household, who may be the victim or the person who will be continuing to house the victim, if Pensacola Housing determines that doing so is likely to increase the safety of the victim; or
2. If, 60 days after issuance of a moving voucher, a participant family has been unsuccessful at locating an eligible unit, and indicates household size and household composition are contributing to their inability to lease up, Pensacola Housing will consider a request to bifurcate the voucher and issue two smaller vouchers, if there is a second adult who is eligible to serve as a Head of Household.

Pensacola Housing will only consider bifurcation if funding availability is such that issuance of the second voucher will not place Pensacola Housing in a financial shortfall or jeopardize the continued assistance of other housing participants.

Before the new voucher is issued, the new Head of Household will be required to sign all forms required by HUD and by Pensacola Housing, and affirm they are willing to perform all duties of a Head of Household and ensure the new voucher family remains in program compliance.

The new voucher family will be expected to comply with all federal and local guidelines concerning administration of the Housing Choice Voucher program, and will be subject to the policies outlined in this HCV Administrative Plan and other Pensacola Housing policies.

18.0 Moves with Continued Assistance / Portability [24 CFR 982.354]

Participants of the HCV program who are in good standing may use their voucher to move to another unit within Pensacola Housing's jurisdiction, or port the voucher to another jurisdiction.

For families already participating in the HCV program, Pensacola Housing will allow the family to request a moving voucher if:

1. The initial lease term has been fulfilled;
2. The landlord and tenant have mutually agreed to terminate the lease;
3. Pensacola Housing has terminated the HAP contract because of a landlord violation;
4. The lease is in a rollover period and the tenant has provided a 30-day notice of lease termination to the landlord and to Pensacola Housing;
5. The lease is in a rollover period and the landlord has provided a 30-day notice of lease termination to the tenant and to Pensacola Housing;
6. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or a family member; or
7. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

18.1 Required Mover's ~~Meeting~~Briefing

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to ~~attend~~ receive a mover's ~~meeting~~ briefing prior to Pensacola Housing issuing a voucher on their behalf.

This ~~meeting~~ briefing is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;

4. An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 120 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

See Section 3.5 of this Administrative Plan for information on Pensacola Housing's policy concerning reasonable accommodations for disabled persons, including reasonable accommodations to make all briefings, including mover's ~~meetings~~briefings, accessible to all program participants.

18.2 Procedures Regarding Participant Moves

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations, and subject the family to termination of their housing assistance.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should typically deliver the notice in the same manner used to deliver their tenant rent portion. If the family does not have a tenant rent portion, they should mail the notice to the owner, or deliver it to the property management office. Whenever possible, the family should ask the owner or property manager for a signature confirming receipt of the written notice to move. If the owner refuses to accept or acknowledge the notice, the family should notify their housing specialist, in which case Pensacola Housing notification will serve as confirmation of the tenant's notice as well.

Families must be in good standing with Pensacola Housing to be authorized to move. If a family has moved out of its assisted unit in violation of the lease, Pensacola Housing will not issue a voucher and will terminate assistance.

18.3 Portability [24 CFR 982.353, 24 CFR 982.355]

In accordance with federal regulations, at the time when a moving voucher is issued participants in the HCV program may move to any jurisdiction where a tenant-based HCV program is being administered, a process known as portability.

Applicants to the HCV program may also port their initial voucher to another jurisdiction if they were legal residents of the PHA's jurisdiction at the time when they applied to the waiting list.

For applicants who were not legal residents of its jurisdiction at the time of application, Pensacola Housing policy requires such applicants to use their initial voucher to lease up within its jurisdiction. However, Pensacola Housing will grant portability requests from nonresident applicants in the following circumstances:

1. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and ~~the move~~relocation is needed to protect the health or safety of the family or family member; or
2. ~~A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.~~

Occasionally, a family that has requested to port out of Pensacola Housing's jurisdiction is unable to locate a unit in the jurisdiction where they intended to move. The family may request to return to Pensacola Housing's jurisdiction as long as the ~~90-day~~ term of the voucher issued by Pensacola Housing has not yet expired.

18.4 Income Eligibility and Portability

Applicant families who are leasing up with a voucher for the first time must be income eligible within the jurisdiction where they use their voucher.

If a family requesting portability is an applicant family who is eligible to or has been granted permission to port their initial voucher, the family must be income eligible in the jurisdiction where the family wishes to move. If the applicant is porting out of Pensacola Housing's jurisdiction, Pensacola Housing will contact the PHA in the receiving jurisdiction to help the family confirm its income eligibility in that jurisdiction prior to sending portability paperwork.

If a family requesting portability is already a participant in Pensacola Housing's HCV program, income eligibility is not re-determined, though updated income verification and other documentation may be required.

18.5 Administration by Receiving PHA

When a family utilizes portability to move to an area outside Pensacola Housing's jurisdiction, the receiving PHA will either absorb the family into its own HCV program, or administer the voucher on behalf of Pensacola Housing.

If there's more than one PHA in the jurisdiction where the family wishes to move, the family will be asked to specify which PHA should be the receiving PHA.

18.6 Portability Procedures for Port-Out Clients

The following procedures will be used when Pensacola Housing is the initial PHA and a family has requested portability outside of Pensacola Housing's jurisdiction.

1. Pensacola Housing will brief the family on the process that must take place to exercise portability. ~~The family will be required to attend a certification appointment and/or a mover's meeting.~~
2. For new applicants who have requested portability and are determined to be eligible to port, Pensacola Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit.
3. Pensacola Housing will advise the family how to contact and request assistance from the receiving PHA.
4. Within 10 business days of issuing the voucher for portability, Pensacola Housing will send the receiving PHA a portability packet including the voucher, a 52665 form, the most recent 50058 form, and any required verification information.
5. If the receiving PHA is billing Pensacola Housing for the family's assistance, Pensacola Housing will promptly initiate payments to the receiving PHA once the billing information is received, unless the receiving PHA missed the billing deadline. In that case, Pensacola Housing will notify the receiving PHA that it should absorb the client.

18.7 Portability Procedures for Port-In Clients

The following procedures will be used when Pensacola Housing is the receiving PHA and a family has requested to port into Pensacola Housing's jurisdiction.

1. If the initial PHA queries Pensacola Housing prior to sending the portability packet, Pensacola Housing will inform the initial PHA whether it intends to bill the initial PHA on behalf of the portable family, or absorb the family into its own program.
2. Upon receipt of a portability packet, Pensacola Housing will review the packet for completeness and contact the initial PHA if any required documentation is missing.
3. When the portability family makes contact, Pensacola Housing will schedule an intake appointment for the family within 10 business days of the contact from the family. Pensacola Housing will determine the family's subsidy standard (what size voucher they are eligible for) prior to the intake meeting. The bedroom size of the voucher will be determined in accordance with Pensacola Housing's subsidy standards, not those of the initial PHA.

4. At the intake meeting, a housing counselor will review Pensacola Housing's policies and issue a voucher to the family. The dates on the voucher will match those of the initial PHA's voucher, plus 30 days. The family must submit an RTA to Pensacola Housing during the term of the voucher.
5. Pensacola Housing will process the family's RTA, inspect the unit, and execute a HAP contract with the owner prior to the billing deadline specified on the initial PHA's 52665 form.
6. If the client fails to submit an RTA within the voucher term, or fails to execute a lease in an eligible unit by the billing deadline specified on the initial PHA's 52665 form, Pensacola Housing will inform the initial PHA and terminate the family's assistance.
7. If a port-in family requests an extension on the voucher and Pensacola Housing is billing, Pensacola Housing will refer the family to the initial PHA for further assistance. Pensacola Housing will continue to administer the port-in family's voucher as long as the voucher term and/or billing deadline set by the initial PHA have not expired.
8. If a port-in family requests an extension on the voucher and Pensacola Housing intends to absorb the family, Pensacola Housing will make a determination as to whether an extension is warranted based on the policies set forth in this Administrative Plan. ~~In no case will the total term of the voucher be extended beyond 120 days.~~
9. Pensacola Housing may opt to conduct a reexamination of the port-in family, but it will not delay issuing the family a voucher or otherwise delay the family's lease-up process, unless recertification is necessary to determine income eligibility.
10. If the initial PHA did not supply verification of citizenship/eligible immigrant status, Pensacola Housing will conduct that eligibility determination.
11. Once the port-in family has leased up, Pensacola Housing will perform all PHA program functions on behalf of the family, including reexaminations of family income and composition and HQS inspections. Should the family fail to adhere to program obligations at any time, Pensacola Housing may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552 and 24 CFR 982.553.
12. Should the initial PHA inform Pensacola Housing that it no longer has sufficient funds to accept billing on behalf of the client, Pensacola Housing will make every effort to absorb the client before terminating assistance.

18.8 Absorption by Pensacola Housing

If funding is available under the consolidated ACC for Pensacola Housing's HCV program when the portable family is received, Pensacola Housing may absorb the family into its HCV program.

18.9 Portability Billing

HUD guidelines specify that a receiving PHA may bill an initial PHA for HAP payments and administrative fees to cover the cost of assisting a portable family.

When Pensacola Housing is the initial PHA and the receiving PHA is not absorbing the client, Pensacola Housing will:

1. Promptly reimburse the receiving PHA for the full amount of the HAP payment made by the receiving PHA on behalf of the portable family.
2. Promptly reimburse the receiving PHA for 80% of Pensacola Housing's ongoing administrative fee, minus any additional proration authorized by HUD, for each month when the family is under contract by the 1st.

18.10 When a Port-In Family Leaves the Jurisdiction

If a port-in family that has not been absorbed and remains in good standing indicates to Pensacola Housing that it wishes to move out of Pensacola Housing's jurisdiction—either to return to the jurisdiction of the initiating PHA or to move to another jurisdiction—Pensacola Housing will notify the initial PHA, send updated income and eligibility paperwork to that PHA, and terminate the family's assistance with Pensacola Housing.

18.11 Denial of Requests to Move or Port Due to Insufficient Funding [24 CFR 982.314 (e,1)

Pensacola Housing may deny a participant family's request to move or port to a higher cost unit or higher cost area if allowing the move would create the need to terminate the assistance of other program participants in order for Pensacola Housing to remain within its annual budgetary allocation.

For moves within Pensacola Housing's jurisdiction, a "higher cost unit" is a unit for which Pensacola Housing would have to pay a higher subsidy amount due to an increase in the gross rent. For portability moves, a higher cost area is an area with higher payment standards.

Pensacola Housing is required to provide written notification to the local HUD office when it is determined necessary to deny moves to higher cost units for this reason.

Pensacola Housing will include the following with the notification to HUD to deny or suspend moves to higher cost units:

1. A financial analysis that demonstrates that funds are projected to be insufficient to meet the current year's projection of expenses. The projection will not include vouchers that have been issued but are not yet under contract.
2. A statement certifying that Pensacola Housing has ceased issuing vouchers and will not admit families from the waiting list as long as the limitation on moves to higher cost units is in place.
3. A copy of the policy stating how Pensacola Housing will address families who have been denied moves.

Families whose requests to move to a higher cost unit are denied may request to be added to a waiting list and offered the opportunity to move when funding becomes available, depending on the status of their current lease and contract and other eligibility criteria. These families will be offered the opportunity for a voucher to move prior to the admission of applicants from the waiting list, but after participants with previously suspended vouchers, or those whose assistance was terminated by lottery, are offered a voucher.

An informal hearing will not be afforded for families whose request to move is denied due to insufficient funding, as this is considered a discretionary administrative determination.

19.0 Termination of the HAP Contract

The Housing Assistance Payments (HAP) contract is the contract between the owner and Pensacola Housing that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by Pensacola Housing and the owner, and the policies and procedures for such terminations.

Pensacola Housing will not make any subsidy payments to the owner on behalf of the family for any period of time after the month in which the HAP contract is terminated. Depending on the circumstances of the termination, the tenant or the owner may be required to reimburse Pensacola Housing for any subsidy payments made for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from Pensacola Housing for vacancy loss.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin after the effective date of the prior HAP contract termination.

19.1 HAP Contract Terminates with Lease

The term of the HAP contract is the same as the term of the lease. If either the owner or the tenant terminates the lease, either mutually or unilaterally, then the HAP contract automatically terminates as well.

19.2 Termination of the HAP Contract by Pensacola Housing

Pensacola Housing will terminate the HAP contract:

1. When the lease terminates;
2. When Pensacola Housing terminates program assistance for the family;
3. If the family is required to move from a unit when the unit does not meet HQS occupancy standards because of an increase in family size or a change in family composition;
4. If the family breaks up and Pensacola Housing determines that the family members who move from the unit will receive the assistance;
5. If 180 days have passed since Pensacola Housing's last HAP payment to the owner;
6. If funding is no longer available under the ACC; or
7. If the owner breaches the HAP contract.

19.2.1 Owner Violations of the HAP Contract

The following violations of the HAP contract may cause Pensacola Housing to terminate the contract:

1. The owner has violated an obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
2. The owner has violated an obligation under any other HAP contract under Section 8 of the 1937 Act.
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. For projects with mortgages insured by HUD or loans made by HUD, the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
5. The owner has delinquent state or local taxes owing on the rental property(s).
6. The owner has engaged in drug-related criminal activity or violent criminal activity.

19.3 Automatic Termination of the HAP Contract

The HAP contract terminates automatically if:

1. Pensacola Housing terminates assistance to the family;
2. The family moves out of the unit;
3. The family is a single-person household and that person passes away; or
4. 180 calendar days have passed since the last HAP payment was made to the owner.

19.4 Final Housing Assistance Payments

Housing Assistance Payments (HAP) are paid to the owner under the terms of the HAP contract. If the owner has begun eviction proceedings and the family continues to reside in the unit, Pensacola Housing shall continue to make HAP payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide Pensacola Housing with the documentation, including notice of the date of the court-ordered Writ of Possession.

HAP payments stop when the lease terminates. In some cases, the owner may keep the full HAP payment for the month in which the family moves out, or, in the case of a one-person household, if that person passes away.

20.0 Denial and Termination of Assistance [24 CFR 982.552]

Pensacola Housing will provide families with a written description of the family obligations under the program, the conditions under which Pensacola Housing terminates assistance, and Pensacola Housing's informal hearing procedures. Pensacola Housing may terminate assistance for a family because of the family's action or failure to act.

20.1 Denial of Assistance

Pensacola Housing policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2 of this Administrative Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to the HCV program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

20.2 Termination of Assistance

Pensacola Housing may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failing to provide information requested by Pensacola Housing;
2. HUD-mandated terminations for criminal history;
3. HUD-mandated terminations for failure to complete consent forms;
4. HUD-mandated terminations for ineligible immigrant status;
5. Other violations of federal law or regulation; and
6. If the family is out of the assisted unit for more than 60 consecutive days without contacting Pensacola Housing for approval of the absence.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a tenancy;
2. Terminating HAP payments under an outstanding HAP contract; and
3. Refusing to process or provide assistance under portability procedures.

20.2.1 Failure to Comply with Family Obligations

Pensacola Housing will terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that Pensacola Housing or HUD finds necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status (as provided by 24 CFR Part 5 Subpart E). "Information" includes any requested certification, release or other documentation;
2. The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition, in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to maintain active service for any essential utilities that are assigned to the tenant; fails to provide and maintain any appliances which are to be provided by the tenant; or when the family or their guest causes damages beyond normal wear and tear to the unit;
6. The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice;
7. The family may not commit serious or repeated violations of the lease;
8. The family must provide proper written notice to the owner and, at the same time, notify Pensacola Housing, before the family moves out of the unit or terminates the lease;
9. The family must promptly give Pensacola Housing a copy of any owner eviction notice;
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
11. The composition of the assisted family residing in the unit must be approved by Pensacola Housing. The family must promptly inform Pensacola Housing of the birth, adoption, or court-awarded custody of a child. The family must request Pensacola Housing approval to add any other household members;
12. The family must promptly notify Pensacola Housing if any household member no longer resides in the unit;
13. If Pensacola Housing has given approval, a foster child, foster adult, or live-in aide may reside in the unit. If the family does not request approval or if Pensacola Housing does not approve the request, the family may not allow the foster child, foster adult, or live-in aide to reside with the assisted family;
14. Members of the household may, with Pensacola Housing's prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;
15. The family may not sublease or otherwise receive compensation for anyone's occupancy of the unit;
16. The family may not assign the lease or otherwise transfer the unit;
17. The family must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Pensacola Housing-requested information or

certification on the purposes of family absences. The family must cooperate with Pensacola Housing for this purpose. The family must promptly notify Pensacola Housing of any absence from the unit for any period in excess of 14 consecutive calendar days;

18. The family may not own or have any ownership interest in the unit (except for owners of manufactured housing renting the manufactured home space);
19. The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
21. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
22. An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

20.2.2 Other Causes for Termination

Pensacola Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If a family fails to establish citizenship or eligible immigrant status for any household member and is not eligible for, or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance.
2. If Pensacola Housing determines that a family has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the assisted unit.
3. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the family currently owes a debt to Pensacola Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. If the family breaches an agreement with Pensacola Housing to repay amounts owed because of oversubsidy resulting from failure to report changes in income or household composition in a timely manner.
6. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
7. If the family has engaged in or threatened abusive or violent behavior toward Pensacola Housing personnel. Pensacola Housing has a zero tolerance policy regarding threatening, abusive, or violent behavior towards any Housing Department staff member and will deny or terminate assistance if any family member displays and/or engages in said behavior, in accordance with 24 CFR 982.552(c, ix).

8. If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
9. If Pensacola Housing does not have adequate funding to continue the family's assistance.

20.3 Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the household, Pensacola Housing will consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual household members, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

If requested by an applicant or participant who is a person with a disability, Pensacola Housing will consider verifiable, mitigating circumstances that explain or overcome prior misconduct related to a previous tenancy. If reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration.

Pensacola Housing may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. Pensacola Housing may permit other members of a participant family to continue receiving assistance with this stipulation.

If Pensacola Housing seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that Pensacola Housing provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, Pensacola Housing will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.4 Terminations Due to Insufficient Funding

Pensacola Housing may be forced to suspend or terminate HAP payments based on budgetary requirements or reduction of funds from HUD.

Unless there are emergency circumstances, written notice of not less than 30 days will be given to the family and owner whenever possible, stating the status of the funding and the date of suspension or termination.

After the institution of all possible cost cutting measures, Pensacola Housing may find it necessary to terminate HAP contracts due to budget reductions established by the federal government. The selection of families to be terminated will be determined by random selection (lottery), subject to HUD notice PIH 2011-3 and other HUD requirements applicable to this circumstance. In compliance with HUD notice PIH 2013-19, NED, HUD-VASH and/or FUP families that comprise the number of families Pensacola Housing is required to serve under these programs will be terminated last, should funding shortfall terminations be necessary. For holders of regular HCV vouchers, a participant family whose head of household is elderly and/or disabled will be exempted from the initial lottery for termination but will be included in any subsequent lottery.

Should it become necessary to terminate assistance because of insufficient funding, Pensacola Housing will take the following steps:

1. Pensacola Housing will determine the number of HAP contracts that must be terminated in order to meet budget constraints for the remainder of the budget appropriation period.
2. Participant families, owners, and HUD will be notified in advance of a lottery.
3. The lottery will be conducted and certified by an independent accounting firm.
4. Terminated families will be placed on a suspension waiting list by date of termination; after re-determination of eligibility and funding, they will be reinstated for participation when adequate funding becomes available.

An informal hearing will not be afforded for families whose assistance is terminated or suspended due to insufficient funding, as this action is considered a discretionary administrative determination.

20.4.1 Reissuing Vouchers after a Lottery

When Pensacola Housing is ready to resume issuing vouchers after it has conducted a lottery, it will issue vouchers first to families that qualify for special purpose programs, such as NED, HUD-VASH, and/or FUP, until it is once again administering its required number of special purpose vouchers.

21.0 Debts and Repayment Agreements

This chapter describes Pensacola Housing's policies for the recovery of funds that have been overpaid.

21.1 File Documentation

Before a debt is assessed against a participant or owner, Pensacola Housing's claim that a debt is owed must be properly documented. Documentation will include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, will be made available to the participant or owner who owes the debt.

21.2 Methods of Debt Collection

Every effort shall be made to collect all debts owed to Pensacola Housing. Collection methods may include:

1. Demands for lump sum payments;
2. Execution of a repayment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

21.3 Repayment Agreements for Participants [24 CFR 982.552 (c, v-vii)]

A repayment agreement is a written agreement entered into between Pensacola Housing and a program participant who is indebted to Pensacola Housing. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to Pensacola Housing in the event of a default by the debtor.

21.3.1 Pensacola Housing May Decline to Enter Into a Repayment Agreement

Pensacola Housing, at its sole discretion, may enter into repayment agreements with participants or owners. Pensacola Housing will generally not enter into repayment agreements when:

1. The participant has already entered into a previous repayment agreement and still has an outstanding debt balance with Pensacola Housing;
2. Pensacola Housing determines that the participant has committed or has attempted to commit program fraud; or
3. Pensacola Housing determines that the amount owed is more than the participant can repay in a reasonable period of time while still remaining in compliance with HUD’s affordability guidelines concerning repayment agreements.

21.4 Terms and Conditions of Repayment Agreements

Pensacola Housing shall prescribe the terms and conditions of any repayment agreement.

21.4.1 Term

The repayment agreement term will typically range from 6 to 48 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed.

21.4.2 Monthly Payments

The monthly payment will typically be the greater of $25 or the total amount due divided by the number of months in the term of the payment agreement. Pensacola Housing will ensure that the combined actual family share and monthly repayment amount do not exceed 40% of the household's adjusted monthly income.

Pensacola Housing may approve a decrease or temporary (up to 6 months) deferral of the monthly repayment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests the hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the repayment agreement until the hardship occurred. The change in monthly payment shall be documented as an attachment to the repayment agreement and shall be signed by the housing specialist and the participant. The term of the repayment agreement shall be lengthened accordingly.

21.4.3 Execution

Repayment agreements shall be executed by the head of household and, for Pensacola Housing, by the housing specialist.

21.4.4 Cashier Check or Money Order Only

Pensacola Housing will accept cashier's checks or money orders as payments toward participant debt.

21.4.5 Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by Pensacola Housing during the calendar month due. Failure to make any payment before it is delinquent shall constitute a default under the repayment agreement.

Participants with delinquent payments will not be able to recertify for continued assistance unless they become current on their repayment agreement.

Failure to comply may result in termination of the participant's assistance. Pensacola Housing may pursue any available remedy, including filing a civil action, to collect the remaining balance owed at termination.

21.5 Requests to Move or Port from Participants with Debts

No move will be approved unless the family is current on their repayment agreement or the debt is paid in full, unless the request to move is a result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation request approved by Pensacola Housing;
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member; OR
6. Other exceptional circumstances, to be reviewed by Pensacola Housing.

Pensacola Housing may still require that a repayment agreement be current before issuing a voucher to move in these cases.

Pensacola Housing will not grant portability requests made by families with outstanding debt balances, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and moving out of the jurisdiction is needed to protect the health or safety of the family or family member.

21.6 Owner Debts to Pensacola Housing [24 CFR 982.453(b)]

If an owner has received HAP to which the owner is not entitled, Pensacola Housing may recover such amounts from future HAP payments owed to the owner.

If future HAP payments are insufficient to recover the amounts owed in a reasonable time, Pensacola Housing may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a repayment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. Prohibit the owner's future participation in the program; or
5. File a lawsuit to recover the debt.

21.6.1 Owner Fraud

If an owner has been overpaid as a result of fraud, misrepresentation, or violation of a HAP contract, Pensacola Housing may terminate the contract, seek restitution and/or refer the case for criminal prosecution.

21.7 Referrals in the Case of Fraud

When fraud is involved, Pensacola Housing may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

21.8 Maintaining Debt Records

Pensacola Housing will keep a record of all debts owed for reference in reviewing applications to the HCV program and other housing programs it administers.

21.8.1 Debts Owed to PHAs and Termination Module

HUD has established a national database to serve as a repository for debt and termination information on former participants of Section 8 housing assistance programs. It is mandatory that each local PHA and housing provider designate at least one staff person to enter information into this Debt Termination Data Base (DTDB).

Pensacola Housing will adhere to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

22.0 Complaints, Informal Reviews, and Informal Hearings

This chapter describes the policies, procedures, and standards to be applied when applicants, participants, or owners disagree with a Pensacola Housing decision, or when complaints about the HCV program or its participants are received by Pensacola Housing.

22.1 Complaints

Pensacola Housing will investigate and respond to complaints by applicants, participant families, owners, and the general public.

If the complaint is an allegation of fraud, a Pensacola Housing staff member will take the fraud report, requesting specific information such as the name of the tenant and the address of the unit where the alleged fraud occurred. The privacy of Pensacola Housing's clients will be protected at all times.

When the report is complete, a Pensacola Staff member will:

1. Review the report details to determine whether the tenant and/or the unit are, in fact, actively participating in Pensacola Housing's voucher programs.
2. For program participants, determine whether the reported behavior or activity in fact constitutes a program violation.
3. For alleged program violations, launch a fraud investigation.

For fraud investigations, Pensacola Housing will typically contact the tenant family and the landlord in writing, informing them of the allegations and of the steps needed to either confirm or return to program compliance. The family will have 10 business days to respond to the letter and provide requested documents. Failure to respond, or to provide sufficient third-party verification confirming program compliance, may result in termination of assistance. Participant families who are terminated as a result of a fraud investigation will have the right to request an informal hearing.

If the complaint or allegation of fraud comes from the landlord, and the alleged tenant behavior is a violation of the lease agreement, Pensacola Housing will instruct the landlord to enforce their lease and to provide the Housing office with copies of all notices pertaining to lease enforcement.

22.2 Informal Reviews for Applicants [24 CFR 982.554]

An informal review is a review of an applicant's file and circumstances by a Pensacola Housing staff member who has not had any previous material involvement with the application, to determine whether Pensacola Housing's policies and procedures were applied correctly in denying the application.

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the ~~criminal~~ record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.2 When an Informal Review Isn't Required

Informal reviews aren't required in the following circumstances:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues, such as income eligibility;
3. The determination of the family voucher size under Pensacola Housing subsidy standards;
4. A refusal to extend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a ~~supervisory level~~ staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses.

The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

22.3 Informal Hearings for Participants [24 CFR 982.555]

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.3.1 When an Informal Hearing Isn't Required

Pensacola Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Pensacola Housing.
2. General policy issues or class grievances.
3. Establishment of the Pensacola Housing utility estimate schedule for families on the program.
4. A determination not to approve an extension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, Pensacola Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of family size.
8. A determination to exercise or not exercise any right or remedy against an owner under a HAP contract.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be provided copies of, and adequate time ~~given the opportunity~~ to examine ~~and photocopy~~ any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as

warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf. Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status [24 CFR 5.514 (e, f)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

23.0 Program Integrity

Pensacola Housing maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or Pensacola Housing employees fail to adhere to program requirements, Pensacola Housing will take appropriate action. The action that is appropriate depends on the particular case and circumstances.

Pensacola Housing addresses program errors, omissions, abuse, and fraud through both prevention and detection. Preventive measures are the most effective way to deter widespread program irregularities. This chapter discusses the important differences between program errors and omissions versus abuse and fraud. It also identifies various methods Pensacola Housing uses to prevent and detect errors and abuses, and discusses corrective action methods.

23.1 Distinguishing Between Errors and Omissions versus Abuse and Fraud

This chapter uses the terms "error" and "omission" to identify situations in which a family or owner does not comply with program requirements, or staff members inadvertently apply program rules incorrectly. For families and owners, an error or omission may be intentional or unintentional. Some will affect family share and subsidy amounts, others will not. Pensacola Housing will carefully analyze the unique circumstances of the case to determine how best to handle the situation. Errors or omissions that affect the family's subsidy amount, or tenant rent, or the regular flow of housing assistance payments, will be a higher priority.

"Abuse" and "fraud" mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they're not entitled, resulting in an inappropriate allocation of HCV program funds. Program abuse and fraud can also occur among PHA employees, when they willfully fail to administer program requirements uniformly.

Pensacola Housing recognizes the difference between unintentional and intentional misreporting. In many cases of unintentional reporting, Pensacola Housing will make any required corrections and then move on without taking any further action. In cases of intentional misreporting, Pensacola Housing staff will evaluate the specific circumstances and seriousness of the case to determine whether it is a case of fraud, whether the appropriate remedy is termination from the program, and when mitigating circumstances should be considered.

23.2 Fraud Prevention

Pensacola Housing will address the prevention, detection, investigation, and disposition of participant fraud and program abuse through the use of file auditing, electronic data matching, and other investigative techniques as required.

Housing specialists will ensure that all HCV program applicants and participants are aware of program requirements through the Eligibility Briefing, mover's ~~meetings~~briefings, and the annual/interim recertification processes.

All adult family members or prospective members will be required to sign releases of information allowing third party verification of income, assets, and household composition. Housing specialists will review these releases with the family to ensure understanding and complete disclosure.

All client files will be subject to random quality control reviews by a program supervisor.

23.2.1 Use of the Enterprise Income Verification (EIV) System

Since January 31, 2010, all PHAs have been required to use the EIV system. Authorized housing specialists will access the EIV System as required by HUD to verify identity and ~~obtain~~ employment, unemployment, Social Security, SSI, and Social Security Disability information and history for each individual in the household, both annually and for interim reexaminations. All families are required to sign confidentiality releases allowing housing specialists to access EIV information and consult with other agencies regarding income and household composition.

If a discrepancy appears on the household's EIV report, the housing specialist will ~~follow the procedures described in Appendix 1 of this Administrative Plan, "Using the EIV Discrepancy Report."~~review it, and if necessary, open an investigation. No family will be terminated based solely on unverified EIV income information. The information must be verified through third party verification.

Only the participant, the housing specialist, and authorized supervisors may view the participant's EIV documentation. ~~If there is no discrepancy in the EIV report, the housing specialist may shred the report rather than retaining it, in order to ensure the participant's privacy. A statement will be placed in the file summarizing the results of the income review.~~

EIV information may be presented at an informal hearing, if necessary, and may be viewed by the hearing officer and representatives for the family as well as participating housing staff. However, copies of the EIV information will not be distributed to those in attendance at the informal hearing.

Pensacola Housing will retain a lockable container, file cabinet, or room in which to store EIV documents that are outdated and slated to be destroyed, ~~or printed but not yet placed in participant files~~. Participant files containing EIV information will only be accessed by designated staff members and will not be accessible to the general public.

As required by HUD, Pensacola Housing will enter debt owed and termination information into the EIV system for ~~all~~ participants who leave Pensacola Housing's HCV program, with an adverse termination or who, whether they depart voluntarily or involuntarily, have an outstanding debt balance at the time of program termination.

23.2.2 SAVE Verification

The SAVE system has been established by the Department of Immigration and Naturalization (INS), and is accessible to Housing Department personnel for first-line verification of citizenship and eligible immigrant status. Documentation of eligibility of noncitizens is required, pursuant to HUD regulations. Housing specialists will verify eligible immigrant status of those applicants and participants whose birth certificates indicate foreign birth.

23.2.3 Quality Control Reviews

Random files will be selected on a regular basis for quality control review of income calculation, as well as other items required by SEMAP. If it appears through a quality control audit that the income reported by the household, and submitted by Pensacola Housing on HUD form 50058, does not coincide with the household's EIV report, then a full investigation of the file may be undertaken, following the processes described in Section 23.4.2 of this Administrative Plan.

23.2.4 Tips from the Public

Occasionally, Pensacola Housing receives tips from callers regarding participant or owner fraud. Pensacola Housing will attempt to verify any facts presented by the caller and may launch a fraud investigation following the procedures outlines in section 22.1.

23.2.5 Referrals to Law Enforcement

Pensacola Housing may refer certain instances of deliberate failure to report income, assets, and household composition, or the deliberate withholding of such information to obtain benefits to which the family would not be otherwise entitled, to local law enforcement agencies.

23.3 Criteria for Investigation of Suspected Abuse and Fraud

Pensacola Housing expects participating families to comply with HUD requirements, voucher provisions, and program rules. Pensacola Housing staff will make every effort to orient and educate all participants to avoid any non-compliance. Pensacola Housing acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, to the community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

Pensacola Housing will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips. Pensacola Housing will investigate allegations received from any source including other agencies, companies or individuals, of participant non-compliance or violation of family obligations or program rules;
2. Internal file review. An investigation will be conducted if Pensacola Housing staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, Pensacola Housing's knowledge of the family, or statements made by the participant;
3. Verification of documentation. An investigation will be made whenever Pensacola Housing receives independent verification or documentation that conflicts with information or representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies); and
4. If inspection results identify possible discrepancies or suspicious circumstances. Pensacola Housing will investigate when an HQS inspector identifies circumstances that appear not to match the information on record for a family, such as more people living in the unit than authorized, or fewer people living in the unit than authorized.

23.4 Processing Allegations of Program Abuse and Fraud

Pensacola Housing staff encourages participants, owners, and community members to report suspected fraud and program abuse. All such referrals, as well as referrals from other agencies, will be thoroughly documented in the participant's file or electronic record. All allegations, complaints, and tips will be carefully evaluated to determine if they warrant further investigation.

Pensacola Housing staff will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

23.4.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a Pensacola Housing applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If Pensacola Housing staff concludes, after reviewing the file, that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, Pensacola Housing will initiate an investigation to determine if the allegation is true or false. The investigation shall be concluded within 30 days of the conclusion of the internal file review.

23.4.2 Further Investigation

If Pensacola Housing determines that an allegation or referral warrants investigation, either the housing specialist who is responsible for the file, or a person designated by the Housing ~~Administrator~~Director, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, without being limited to, the items listed

below. In all cases, written authorization from the program participant shall be requested as needed for the release of information.

1. Credit Bureau Inquiries. In cases involving possible unreported income sources, a credit bureau inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
2. Verification of Credit. In cases where financial activity conflicts with file data, Pensacola Housing will obtain a credit check or Employment Security report in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Other Agencies. Investigators, case workers, or representatives of other benefit agencies may be contacted.
5. Public Records. If relevant, public court records may be reviewed. Examples of public records which may be reviewed include: real estate records, marriage and divorce decrees, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
6. Interviews with Head of Household or Other Household Members. The investigator may discuss the allegation (or details thereof) with the head of household or other household members.
7. IRS Inquiries. Authorization forms will be signed to allow Pensacola Housing to verify all income reported to the IRS, including verification of non-filing.

23.4.3 Document Storage

Documents and other evidence obtained by Pensacola Housing during the course of an investigation will be kept in the participant's file following completion of the investigation.

23.4.4 Conclusion of the Review

At the conclusion of the investigation, the investigator will report the findings to the Housing ~~Administrator~~Director, who will determine whether a violation occurred, did not occur, or if the facts are inconclusive.

23.4.5 Evaluation of the Findings

If it is determined that a program violation occurred, the Housing ~~Administrator~~Director, in consultation with the rental assistance program manager, will determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

23.5 Procedures for Documented Violations

When a program violation has been documented, the investigator will propose an appropriate remedy based upon the type and severity of the violation, following these guidelines.

23.5.1 Procedural Non-Compliance

This category applies when a participant failed to observe a procedure or requirement of Pensacola Housing, but did not misrepresent a material fact, and there is no retroactive assistance payment owed by the family due to oversubsidy. Examples of non-compliance violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by Pensacola Housing.

In such cases, a notice will be sent to the family which contains the following:

1. A description of the non-compliance and the procedure, policy or obligation that was violated;
2. The date by which the violation must be corrected, or the procedure complied with;
3. The action that will be taken by Pensacola Housing if the procedure or obligation is not complied with by the date specified; and
4. The consequences of repeated (similar) violations.

23.5.2 Procedural Non-Compliance and an Overpayment

When the family owes money to Pensacola Housing for failure to report, or delayed reporting of, changes in income or assets, or a change in household composition, Pensacola Housing will issue a termination notice if there is a history of such violations, or if the participant refuses to enter into a repayment agreement and/or make payments on a signed repayment agreement. The termination notice will contain the following:

1. A description of the violation and the date(s);
2. An explanation of the amounts owed to Pensacola Housing;
3. The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;
4. A statement that any hearing request must be made within 10 business days from the date of the notice;
5. The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the investigator;
6. A statement that if the participant fails to request an informal hearing or make repayment arrangements, Pensacola Housing will terminate assistance; and
7. A statement that if the participant is offered a repayment agreement, the participant must meet ~~in person~~ with Pensacola Housing staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment may result in termination of assistance. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 22.

23.5.3 Intentional Misrepresentations

When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, Pensacola Housing may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

1. Criminal prosecution. Pensacola Housing may refer the case to the City of Pensacola Attorney, whose office may in turn refer the case to the U.S. Attorney, County Prosecutor, Pensacola Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. Pensacola Housing may also notify HUD's Office of the Inspector General;
2. Civil litigation. Pensacola Housing may bring an action for recovery of funds and for costs and attorneys' fees; or
3. Administrative remedies. Pensacola Housing will terminate assistance and may execute an administrative repayment agreement in accordance with Pensacola Housing's repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;
2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;
4. If there were admissions to others of the illegal action or omission;
5. That the participant omitted material facts which were known to him/her (for example, employment of self or other household member);
6. That the participant falsified, forged or altered documents; or
7. That the participant uttered and certified to statements at any stage of the application process or participation in the HCV program that were later proven to be false.

23.6 Case Conferences for Serious Violations and Misrepresentations

When Pensacola Housing has established that material misrepresentation(s) have occurred, a case conference may be scheduled, at Pensacola Housing's discretion, to discuss the allegations with the family representative. The conference may, at Pensacola Housing's discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings that conflict with representations in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by Pensacola Housing. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist Pensacola Housing in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, Pensacola Housing will consider:

1. The duration of the violation and number of false statements;
2. The family's ability to understand the rules;
3. The family's willingness to cooperate, and to accept responsibility for their actions;
4. The family's past history with the HCV program; and
5. Whether or not criminal intent has been established.

23.6.1 Post-Case Conference Notification

Pensacola Housing will notify the family by mail of the proposed action no later than 30 days after the case conference.

24.0 Appendices

~~24.1 Appendix 1: Using the EIV Income Discrepancy Report~~

~~This appendix explains how Pensacola Housing uses the EIV Income Discrepancy Report as part of the recertification process for HCV program clients.~~

~~24.1.1 Definition~~

~~The EIV Income Discrepancy Report is a tool for identifying families that might have concealed or underreported their household income. Data in the discrepancy report represents income for past reporting periods and may be between 4 and 30 months old at the time the report is generated. When there appears to be underreporting of $2,400 or more in household income, annualized, between what a PHA has submitted on a 50058 versus the historic household income that was compiled in EIV from state and federal reporting sources, EIV generates an Income Discrepancy Report for the household.~~

~~The EIV Income Discrepancy Report is a trend report. For most clients, it should be possible to review the report, in conjunction with the household's EIV Income details and the income totals from the PHA's submitted 50058s, and quickly determine whether or not there's a true discrepancy. The purpose of the report is not to match up every dollar between the 50058 total and the EIV totals, but to identify unreported income sources, underreported income, or possible instances of identity theft, and review these with the client.~~

~~Many, if not most, of the families who appear on the Income Discrepancy Report have not concealed or underreported income. They appear on the report for a variety of reasons, including after the loss of a job or the addition of new family members; when duplicate wage records have been submitted to EIV by federal or state reporting agencies; when a household member is a victim of identity theft; or during the family's initial lease up period.~~

~~EIV Income Discrepancy data can be accessed by running the agency-wide Income Discrepancy Report from the Verification Reports menu option, or by reviewing the Income Discrepancy tab of a specific household's EIV Report.~~

~~24.1.2 Usage~~

~~Pensacola Housing will review the Income Discrepancy Report for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.~~

~~If a household appears on the Income Discrepancy Report at any of these times, the housing specialist will take the following steps.~~

24.1.3 Eliminating Errors

On occasion the EIV Income Report for a household may contain duplicate wage entries. These entries can skew the household's total income, and produce a false positive on the Income Discrepancy Report. Therefore, Pensacola Housing's first step in reviewing reported discrepancies is to review the household's Income Report in EIV for duplicate entries.

If one or more duplicate wage entries are found, and if they account for all or most of the discrepancy in income between EIV and our submitted 50058s, the housing specialist will document the duplicate entry or entries on the client record, and note the date the review was performed. No further action is needed.

Another type of error that can create false positives in the Income Discrepancy Report is when tenant income submitted by Pensacola Housing on the household's 50058 form was coded incorrectly. For example, if a tenant reports Social Security income, but a Pensacola Housing staff member inadvertently coded the income source as Pension, EIV will report a discrepancy.

Therefore, the second step Pensacola Housing will take in reviewing an Income Discrepancy Report is to review all of the household's income sources in Housing Pro to ensure they are coded correctly. If any errors are found, the housing specialist will make the correction and lock in a corrected 50058 for transmission to PIC. The housing specialist will note the correction on client record, and the date the review was performed. No further action is needed.

24.1.4 Looking for Identity Theft

In addition to duplicate or incorrectly coded wage records, there are other circumstances that can produce an invalid Income Discrepancy Report. One is if a member of the household is a victim of identity theft. If a Pensacola Housing staff member has already verified that an Income Discrepancy Report is the result of identity theft, no further verification is required. Known details of the situation should be noted on the client record, and the date the review was performed. In addition, the client should be counseled to take the steps listed in Appendix 2 of this Administrative Plan.

24.1.5 Period of Income (POI)

If the reported income discrepancy is not a result of invalid data, as described above, then the housing specialist must investigate the discrepancy.

The first step in investigating an income discrepancy is to determine the Period of Income (POI). The Period of Income covered by the discrepancy report appears near the top of the report, under the description "Period of Income for Discrepancy Analysis." Only income received during the POI is counted in calculating any possible income discrepancy, and only income received during the POI should be considered in attempting to resolve or verify the discrepancy.

24.1.6 POI and False Positives on the Income Discrepancy Report

Income earned prior to the client's lease up on the voucher program may be part of the POI and appear on the Income Discrepancy Report. That income is not included on a 50058, so this is a situation where "invalid" discrepancies can occur.

24.1.7 Valid Income Discrepancies

If the client's EIV Income Report does show income sources or amounts that were not reported, and therefore don't appear on any of the submitted 50058s, then there may be a valid income discrepancy. Pensacola Housing will follow up with such clients.

24.1.8 Steps to Resolve an Income Discrepancy

Here are the steps the housing specialist will follow to resolve a valid income discrepancy discovered via the EIV Income Discrepancy Report.

1. Schedule a meeting with the client. Show him or her the EIV Income and Income Discrepancy Reports.
2. Ask if the client agrees with, or disputes the findings.
3. If the client agrees, add the income source to the 50058 (if the income source is still active), calculate the overpayment, and ask the client to sign a repayment agreement.
4. If the client disputes the report, contact the third party source of the EIV wage report and request verification.
5. When third party results are back, contact the client and present the results. Provide the client with a chance to respond.
6. After the client response phase, make a determination, make any needed updates to the 50058, and, if necessary, calculate the overpayment and ask the client to sign a repayment agreement.

24.1.9 Bibliography

1. Department of Housing and Urban Development (HUD), Office of Housing Assistance and Grant Administration (HAGA), "Enterprise Income Verification (EIV) 8.1.1 Instructional Course," December 17, 2008. Online at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_14936.pdf. See especially pp. 79-100.

2. Department of Housing and Urban Development (HUD), Notice H 2011-21, "Enterprise Income Verification (EIV) System," August 17, 2011. Online at http://portal.hud.gov/hudportal/documents/huddoc?id=11-21hsgn.pdf. See especially pp. 25-29 and 65.

3. Department of Housing and Urban Development (HUD), Notice H 2013-06, "Enterprise Income Verification (EIV) System," March 8, 2013. Online at http://portal.hud.gov/hudportal/documents/huddoc?id=13-06hsgn.pdf. See especially pp. 39-43.

24.12 Appendix 12: HCV Program Participants and Identity Theft

In the process of reviewing a program participant's income as part of an annual or interim reexamination, Pensacola Housing may discover that the participant may be a possible victim of identity theft. This information will generally come to light as part of the housing specialist's review of the EIV Income Report or the EIV Income Validation Tool (IVT)~~Discrepancy Report with the participant~~.

If the housing specialist suspects that identity theft has occurred, Pensacola Housing will assist the participant in contacting the reporting agency that was the source of the income discrepancy. In addition, the program participant will be counseled to take the following steps.

1. Check their Social Security records to ensure they are correct. (Call the SSA at 1-800-772-1213.)

2. File an identity theft complaint with the Federal Trade Commission. (Call the FTC at 1-877-438-4338, or visit their website at www.ftc.gov/bcp/edu/microsites/idtheft.)

3. Monitor their credit reports through the 3 national credit reporting agencies: Equifax, Experian, and TransUnion.

4. Request a copy of their credit report and place a fraud alert on it with the 3 national reporting agencies by contacting the agencies directly, or by visiting the website www.annualcreditreport.com.

Contact information for the 3 national credit reporting agencies is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
www.equifax.com
800-685-1111

Experian
P.O. Box 2104
Allen, TX 75013
www.experian.com
888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com
800-680-7289 or 800-888-4213

24.23 Appendix 23: Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
EHV	Emergency Housing Voucher
EVF	Employment Verification Form
FMR	Fair Market Rent
FSS	Family Self-Sufficiency Program
HA	Housing Agency
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IMS	Inventory Management System
INS	(U.S.) Immigration and Naturalization Service
LIA	Live-In Aide
MTCS	Multifamily Tenant Characteristics System
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NED	Non-Elderly Disabled
NOFA	Notice of Funding Availability
OIG	(U.S.) Office of the Inspector General
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PBV	Project Based Voucher
PHA	Public Housing Agency
PIC	Public and Indian Housing Information Center
PIH	Office of Public and Indian Housing
PUC	Per Unit Cost
RR	Rent Reasonableness
RTA	Request for Tenancy Approval
RTC	Request for Tenancy Continuation
SEMAP	Section 8 Management Assessment Program
TTP	Total Tenant Payment

VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act
VMS	Voucher Management System

24.34 Appendix 34: Glossary of Terms

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.].

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and for interim reexaminations.

Absorption: In portability, the point at which a receiving Public Housing Agency stops billing the initial Public Housing Agency for assistance on behalf of a portable family [24 CFR 982.4].

Adjusted Annual Income: The amount of household income, after deductions for program allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes a specific PHA's policies for the administration of tenant-based programs, including voucher programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, this date is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older, or who is an emancipated minor, or who is the spouse of the head of household. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

Americans with Disabilities Act (ADA): Federal law prohibiting discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, telecommunications, and housing.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Agency, under which HUD agrees to provide funding for a program under the 1937 Act, and the Public Housing Agency agrees to comply with HUD requirements for the program.

Annual Income: The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with program regulations.

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (Applicant Family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Asset Income: Income received from assets held by household members. If assets total $5,000 or more, income from the assets is "imputed" and the greater of actual asset income or imputed asset income is counted as annual income.

Lease Agreement (Lease): A written contract between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by the family, and the respective obligations of each party.

Certification: The examination of a household's income, assets, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent portion for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A voucher family can have a co-head or a spouse, but not both; and a co-head is never a dependent.

Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly persons or persons with disabilities that meets the Housing Quality Standards for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by voucher program applicants and participants for the purpose of obtaining income information from employers and SWICAs, the Social Security Administration, and the Internal Revenue Service. The consent forms authorize the collection of information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) that shares a common boundary with the MSA in which the initial PHA is located.

Continuously Assisted: An applicant is considered continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Housing Quality Standards.

Dependent: A member of the family (excluding foster children and adults) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a full-time student 18 years of age or over.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the head of household or spouse, as determined in accordance with state and local law.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years old.

Elevated Blood Lead Level (EBLL): EBLL means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than 5 micrograms of lead per deciliter of blood or more. A confirmed concentration is one that is measured by a venous (from a vein) blood draw, and not a finger prick/quick capillary screening test.

Eligible Noncitizen: An eligible noncitizen is a resident of the United States who 1) is a U.S. permanent resident with Permanent Resident Card; or 2) is a conditional permanent resident; or 3) is the holder of an Arrival-Departure Record (I-94) from the Department of Homeland Security showing any one of the following designations: Refugee, Asylum Granted, Parolee (and the I-94 confirms paroled for a minimum of one year and status has not expired), or Cuban-Haitian Entrant.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to verify citizenship or eligible immigrant status.

Exception Payment Standard: A payment standard that is more than 110% of FMR. Pensacola Housing may approve an exception payment standard of up to 120%, as a reasonable accommodation for a household including a person with a disability, to ensure the household has equal access to the program. Pensacola Housing may also request HUD approval of exception payment standards for certain neighborhoods or census tracts, if needed to maintain lease up, to provide participants with access to neighborhoods of low poverty concentration, or to achieve other program goals.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Family: A family whose annual income does not exceed the federal poverty level or 30% of the median income for the area, as determined by HUD and adjusted for household size.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). The Fair Housing Act protects the buyer or renter of a dwelling from seller or landlord discrimination.

Fair Market Rent (FMR): The amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. Fair Market Rents are determined by HUD and published at least annually in the Federal Register. They are established for units of varying sizes, by number of bedrooms, and include the cost of essential utilities and other essential housing services, in addition to the rent.

Family: A person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under a HUD-assisted housing program.

Family Self-Sufficiency Program (FSS Program): The program established by a Public Housing Agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family, or the gross rent minus the amount of the housing assistance payment.

Family Voucher Size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

Full-Time Student: A person who is attending school or vocational training on a full-time basis, as defined by the educational institution.

Gross Rent: The sum of the rent to owner plus any utilities for which the family is responsible.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aides).

Head of Household: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Household Members: All individuals who reside or will reside in the unit and who are listed on the lease and the 50058 form, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP): The monthly assistance payment made by a PHA. The total assistance payment consists of (1) a payment to the owner for rent to owner under the family's lease; and (2) an additional payment if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Assistance Payment or utility reimbursement.

Housing Choice Voucher: A document issued by a Public Housing Agency to a family selected for admission to the voucher program. The voucher describes the program and the family obligations, as well as procedures for PHA approval of a unit.

Housing Quality Standards (HQS): The HUD minimum quality standards for units under the voucher programs.

Imputed Income: For households with net family assets totaling $5,000 or more, the amount calculated by multiplying net family assets by a PHA-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Public Housing Agency (PHA): In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim Reexamination: A reexamination of a household's income, expenses, and household composition conducted between annual recertifications when a change in the household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the Public Housing Agency has authority under Federal, State, and local law to administer housing choice voucher programs.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA. The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well-being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

Low Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS.

Manufactured Home Space: A space leased by an owner to a family, with a manufactured home owned and occupied by the family located on it. See 24 CFR 982.622 to 982.624.

Medical Expenses: Medical expenses, including health insurance premiums, which are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance.

Mixed Family: A family whose members include those with citizenship or eligible immigrant status, and those without citizenship or eligible immigrant status.

Monthly Adjusted Income: Monthly income after allowable deductions.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of Cooperative.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Non Citizen: A person who is not a citizen or national of the United States.

Notice of Funding Availability (NOFA): The Federal Register document that invites applications for funding for budget authority that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and compositions.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In this Administrative Plan, the term "owner" may refer to the unit's property owner of record, or the real property owner's representative, manager, agent or realtor who has been authorized by the owner to contract with Pensacola Housing on the owner's behalf.

Participant (Participant Family): A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family assisted in the voucher program, before deducting the family's total tenant payment.

Person with Disabilities: A person who has a disability, as defined in 42 U.S.C 423, or a developmental disability, as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with

handicaps" as defined in 24 CFR 8.3. Definition includes persons who have AIDS or conditions arising from AIDS, but, for low-income housing eligibility purposes, does not include a person whose disability is based solely on drug or alcohol dependence.

PHA Plan: The annual plan and the 5-year strategic plan as adopted by the PHA and approved by HUD.

Portability: Renting a dwelling unit with tenant-based voucher assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: A program that encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private Space: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: Entity responsible for making eligibility determinations and for income reexaminations. In the housing choice voucher program, the processing entity is the Responsible Entity.

Project-Based Vouchers: An optional component of the HCV program that PHAs may choose to implement. Under this program, a PHA can attach up to 30 percent of its allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private, unassisted market; and (b) for a comparable unassisted unit on the premises.

Receiving Public Housing Agency: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: Person left in assisted housing after other family members have left and become unassisted.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity: For the housing choice voucher program, public housing, project-based certificate assistance, and the moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Section 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: A person living alone or intending to live alone.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant who is not on the PHA's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Special Purpose Voucher. Special Purpose Vouchers are specifically provided for by Congress in line item appropriations that distinguish them from regular vouchers. Examples of Special Purpose Vouchers include Veteran Affairs Supportive Housing (VASH),

Family Unification Program (FUP), Non-Elderly Disabled (NED), and Tenant Protection Vouchers (TPV).

Specified Welfare Benefits Reduction: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency (1) at the expiration of a lifetime or other time limit on the payment of welfare benefits; or (2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (3) because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Tolling.

Temporary Assistance for Needy Families (TANF): A federal assistance program providing assistance such as Food Stamp benefits, or cash assistance, for low-income families.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: In the voucher programs, the portion of the contract rent that's paid by the assisted family.

Third-Party Verification: Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Suspension.

Total Tenant Payment (TTP): The minimum amount the HUD rent formula requires the tenant to pay toward the gross rent.

Utilities: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included as a utility.

Utility Assistance Payment (UAP): The amount, if any, by which the Housing Assistance Payment exceeds the rent to owner. The additional payment is paid toward utility costs on the tenant family's behalf. Also known as a utility reimbursement.

Utility Estimate: If the cost of essential utilities and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, medical professionals).

Very Low-Income family: A family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Veterans Affairs Supportive Housing (VASH or HUD-VASH): A program that combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family that has an unexpired housing voucher.

Waiting List Admission: An admission from the PHA's waiting list. [24 CFR 982.4].

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state or local governments.

Welfare Rent: The amount specifically designated for rent and utilities in "as-paid" state, county, or local public assistance programs. This concept is not used for the housing choice voucher program administered by Pensacola Housing.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00635 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL TO REALLOCATE LOST IV FUNDING FOR SAFETY IMPROVEMENTS AROUND THE 17TH AVENUE TRAIN TRESTLE, WAYSIDE PARK, AND BAYOU TEXAR

RECOMMENDATION:

That City Council approve the reallocation of funds from LOST IV - Wayside East Seawall to LOST IV - Wayside/17th Ave Safety Improv.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of the reallocation of funds is to create one funding source, for multiple projects, that are located within this small footprint of the 17th Avenue Train Trestle, Wayside Park, and Bayou Texar. The intent is to reconstruct the 17th Avenue boat ramp parking area to allow for boats to be able to enter/exit without interfering with the train trestle overhead detection system. Additionally, we will construct a pedestrian bridge next to the Bayou, underneath the train trestle, to allow for safe access around 17th Avenue. This will connect into the existing boardwalk, on the north side of the trestle, where the existing boardwalk and pavilion will undergo refurbishment that will extend the life of the asset. Further, the boat dock, at the boat ramp, will also undergo refurbishment to extend its useful life. Lastly, a fence will be constructed around the dredge spoils site, across from the boat ramp and the bait shop will be demolished.

PRIOR ACTION:

None

FUNDING:

Budget: $ 1,424,500 LOST IV- WAYSIDE EAST SEAWALL

Actual: $ 1,424,500 LOST IV- WAYSIDE/17TH AVE SAFETY IMPROV

FINANCIAL IMPACT:

After approval of the reallocation of funds, there will be $0 in the LOST IV- Wayside East Seawall account, as the entirety of funds will be transferred to the LOST IV-Wayside/17th Ave Safety Improv account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/1/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, Public Works and Facilities Director

ATTACHMENTS:

1) 17TH Avenue Aerial Map
2) Supplemental Budget Resolution No. 2023-064
3) Supplemental Budget Explanation No. 2023-064

PRESENTATION: No


E Belmont St
N 17th Ave
E Wright St
The Graffiti Bridge
CSX Railroad
N 17th Ave
1
2
3
4
5
6
Southside of Park
(not Shown on the Aerial
LEGEND
1 Boat Launch Parking Lot Construction
2 Pedestrian Bridge Construction
3 Boardwalk & Pavillion Refurbishment
4 Fencing Around Dredge Spoils Site
5 Demolish Bait Shop
6 Boat Launch Dock Refurbishment

RESOLUTION
NO. 2023-064

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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. LOCAL OPTION SALES TAX FUND

As Reads	Capital Outlay	1,424,500
Amended To Read:	Capital Outlay	1,424,500

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS EXPLANATION NO. 2023-064

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Appropriations		
Capital Outlay - LOST IV- Wayside East Seawall	(1,424,500)	Decrease appropriation for LOST IV- Wayside East Seawall
Capital Outlay - LOST IV- Wayside /17th Ave Safety Improv	1,424,500	Appropriating funds for LOST IV - Wayside/17th Ave Safety Improv
Total Appropriations	0	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00669 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

TERMINATION OF LEASE AGREEMENT WITH PENSACOLA SPORT ASSOCIATION

RECOMMENDATION:

That the City Council, based on action taken by the Community Redevelopment Agency (CRA) Board, terminate the lease agreement with the Pensacola Sports Association (PSA) for the property located at 101 West Main Street as of 11:59 p.m. central standard time on September 30, 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 13, 1993, the Community Redevelopment Agency (CRA) approved a 30-year lease agreement with the Pensacola Sports Association (PSA) for the lease of the property located at 101 West Main Street. On July 14, 2003, the CRA approved an amendment to the lease agreement to provide additional parking for the development of the Pensacola Association of Realtors (PAR) office at 107 West Main Street. A second amendment, approved on April 20, 2020, authorized a three (3) year extension terminating on October 31, 2026.

The CRA is asked to terminate the lease early to reacquire the full rights of ownership necessary to redevelop the property prior to the current lease termination. To facilitate relocation associated with early termination, the CRA would pay a lease termination fee in the amount of $27,670. Short term and/or month-to-month occupancy of the building would be sought until the property is redeveloped.

In accordance with the 2010 Urban Core Redevelopment Plan and based on the property's downtown location within proximity to the waterfront, it is anticipated that the property will be redeveloped primarily for high density, market rate housing. An item will be brought back to the CRA defining the criteria for redevelopment and proposal requirements prior to solicitation.

PRIOR ACTION:

May 13, 1993 - CRA approved a lease agreement with the Pensacola Sports Association for the lease of the 101 West Main Street parcel.

May 13, 1993 - City Council ratified the CRA's approval of a lease agreement with the Pensacola Sports Association for the lease of the 101 West Main Street parcel.

March 23, 1995 - CRA approved a 12-month extension of the date outlined in Section 4 of the lease agreement for the lease of the 101 West Main Street parcel.

July 14, 2003 - CRA approved an amendment to the lease agreement to provide additional parking for the development of the Pensacola Association of Realtors office located at 107 West Main Street.

April 20, 2020- CRA approved a second amendment to the lease agreement to extend the lease for a period of three (3) years, terminating on October 31, 2026.

May 28, 2020 - City Council ratified the CRA's approval of the second amendment to the lease agreement to extend the lease for a period of three (3) years, terminating on October 31, 2026.

FUNDING:

Budget: $ 27,670 CRA Fund - Acquisition & Redevelopment

Actual: $ 27,670

FINANCIAL IMPACT:

Under the current lease terms, the CRA receives $5,940 per year. Lease payments were set to increase to $6,059 beginning November 1, 2023. Termination of the lease will cease future lease payments to the CRA. The lease termination fee, in the amount of $27,670, is available in the FY2023 CRA budget.

STAFF CONTACT:

Don Kraher, Council Executive
David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager

ATTACHMENTS:

1) Termination of Lease Agreement

PRESENTATION: No

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____ 2023, by and between the COMMUNITY REVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body corporate and politic of the State of Florida (“Lessor”) and PENSACOLA SPORTS ASSOCIATION, INC., a Florida not-for-profit corporation (“Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Lease Agreement dated September 1, 1993, as amended by that certain Amendment to Lease dated August 1, 2003, and that certain Second Amendment to Lease dated June 24, 2020 (collectively, the “Lease”) whereby Agency leased to Association the real property described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, under Section 2 of the Lease, the term of the Lease is set to expire on October 31, 2026;

WHEREAS, the Property is located within the Urban Core Community Redevelopment Area (the "Redevelopment Area") established by the City of Pensacola, Florida (the "City");

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Redevelopment Area (as may be further amended from time to time, the "Redevelopment Plan");

WHEREAS, the Redevelopment Plan expressly authorizes and contemplates increasing the supply of downtown residential units through higher density and mixed use redevelopment projects;

WHEREAS, the Lessor and the Lessee now desire to provide for early termination of the Lease Agreement on or before September 30, 2023, thereby reducing the term of the Lease Agreement by approximately three years;

WHEREAS, early termination of the Lease Agreement will allow the Lessor to immediately acquire or reacquire the full rights of ownership and possessory interest in the Property, including the ability to presently develop and redevelop the Property for residential and mixed uses without having to wait an additional three years for the Lease Agreement to expire;

WHEREAS, such acquisition by the Lessor presents a substantial opportunity for the expedited development of housing within the Redevelopment Area, in furtherance of the redevelopment goals and objectives set forth in the Redevelopment Plan and the public interest served by increasing the availability of housing options for City and Redevelopment Area residents;

WHEREAS, Lessor and Lessee have agreed that the Lease shall terminate at 11:59 p.m. on September 30, 2023, upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth in this Agreement, and for other good and valuable consideration, Lessor and Lessee hereby agree as follows:

(1) Recitals. The recitals set forth hereinabove are true and correct and are hereby incorporated in this Agreement by this reference.

(2) Lease Termination. The Lease shall automatically terminate on the earlier of (i) the date and time that Lessee surrenders possession of the Property to Lessor or (ii) at 11:59 p.m. on September 30, 2023, subject to the provisions of Section (7) of this Agreement.

(3) Lessee Move-Out. Except as otherwise provided in Section (8) of this Amendment, Lessee shall remove all of its personal property from the Property no later than the earlier of (i) 11:59 p.m. on September 30, 2023 or (ii) the date and time that Lessee surrenders possession of the Property to Lessor. For the avoidance of doubt, Lessee shall not remove any improvements, alterations, or fixtures on the Property, whether or not made or paid for by Lessee, nor shall Lessee remove any personal property of Lessor.

(4) Surrender of Possession. Lessee shall surrender full and complete possession of the Property to Lessor in accordance with Section 12 of the Lease no later than 11:59 p.m. on September 30, 2023.

(5) Inspection and Lease Termination Payment by Lessor. No later than three (3) business days after Lessee moves out and surrenders possession of the Property in compliance with Sections (3) and (4) above, Lessor shall inspect the Property for compliance with Section (3), (4), and (8) of this Agreement and Section 12 of the Lease. In the event Lessor determines in good faith that Lessee has not complied with Section (3), (4), and/or (8) of this Agreement and/or Section 12 of the Lease, Lessor shall deliver to Lessee, within two (2) business days after Lessor's inspection, written notice specifying in reasonable detail the specific deficiencies. Lessor's failure to deliver such written notice to Lessee within such time shall constitute Lessor's agreement that Lessee has complied with Sections (3), (4), and (8) of this Agreement and Section 12 of the Lease. Lessee shall correct all deficiencies listed in a timely written notice from Lessor within five (5) business days after receipt of such written notice. If no deficiencies under Sections (3), (4), or (8) of this Agreement or Section 12 of the Lease exist or if all such deficiencies have been corrected, then within two (2) business days thereafter Lessor shall pay to Lessee a lease termination fee of Twenty-Seven Thousand and Six Hundred Seventy Dollars ($27,670.00), less any rent, sales tax, and other amounts, if any, then due and owing by Lessee to Lessor under the Lease.

(6) Title to Improvements. Lessee acknowledges and agrees that title to all buildings and improvements on the Property shall automatically vest exclusively in Lessor on the earlier of

(i) 11:59 p.m. on September 30, 2023 or (ii) the date and time that Lessee surrenders possession of the Property to Lessor.

(7) Indemnification Provision Remains in Effect. Notwithstanding Section 2 of this Agreement or any contrary provision in the Lease or this Agreement, Section 10 (Indemnification) of the Lease shall survive the termination of the Lease under this Agreement and shall remain in full force and effect following such termination to and including September 30, 2027.

(8) Personal Property to be Conveyed to Lessor. Notwithstanding Section (3) of this Agreement or any contrary provision in the Lease or this Agreement, Lessee shall not remove from the Property the items of personal property listed in Exhibit "B" attached hereto and incorporated herein by reference. Title to all such items of personal property, as well as title to all other items of Lessee's personal property that Lessee fails to remove from the Property in accordance with Section (3), if any, shall vest exclusively in Lessor on the earlier of (i) 11:59 p.m. on September 30, 2023 or (ii) the date and time that Lessee surrenders possession of the Property to Lessor.

(9) Claims; Mutual Release. Lessee hereby represents to Lessor that Lessee has no actual knowledge of the existence of any claim, potential claim, or threatened claim against Lessor related to the Lease or the Property. Lessor hereby represents to Lessee that Lessor has no actual knowledge of the existence of any claim, potential claim, or threatened claim against Lessee related to the Lease or the Property. Such representations shall be true and accurate both on the date of this Agreement and on and as of the time and date that Lessee surrenders the Property to Lessor in compliance with Section (4) of this Agreement. Subject to the accuracy of the foregoing representations both on the date of this Agreement and on and as of the time and date that Lessee surrenders the Property to Lessor in compliance with Section (4) of this Agreement, and provided that Lessor and Lessee have fully performed their respective obligations accruing under the Lease prior to such surrender and under this Agreement, then effective automatically upon Lessor and Lessee's full performance of their respective obligations under this Agreement, (i) Lessee releases Lessor, its elected and appointed officials, employees, volunteers, representatives, and agents from any and all claims, damages, and liabilities arising under or by reason of the Lease, except for those claims, damages, and liabilities with respect to which Lessor shall indemnify Lessee under Section 10(b) of the Lease; and (ii) Lessor releases Lessee, its officers, directors, employees, volunteers, representatives, and agents from any and all claims, damages, and liabilities arising under or by reason of the Lease, except for those claims, damages, and liabilities with respect to which Lessee shall indemnify Lessor under Section 10(a) of the Lease.

(10) Entire Agreement. This Agreement contains the parties' entire agreement and understanding with respect to the termination of the Lease, and all prior and contemporaneous negotiations, agreements, and understandings, written as well as verbal, are hereby superseded.

(11) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(12) Amendment; Waiver. This Agreement may be modified or amended, the performance of any provision hereof may be waived, only by a written agreement executed by both Lessor and Lessee.

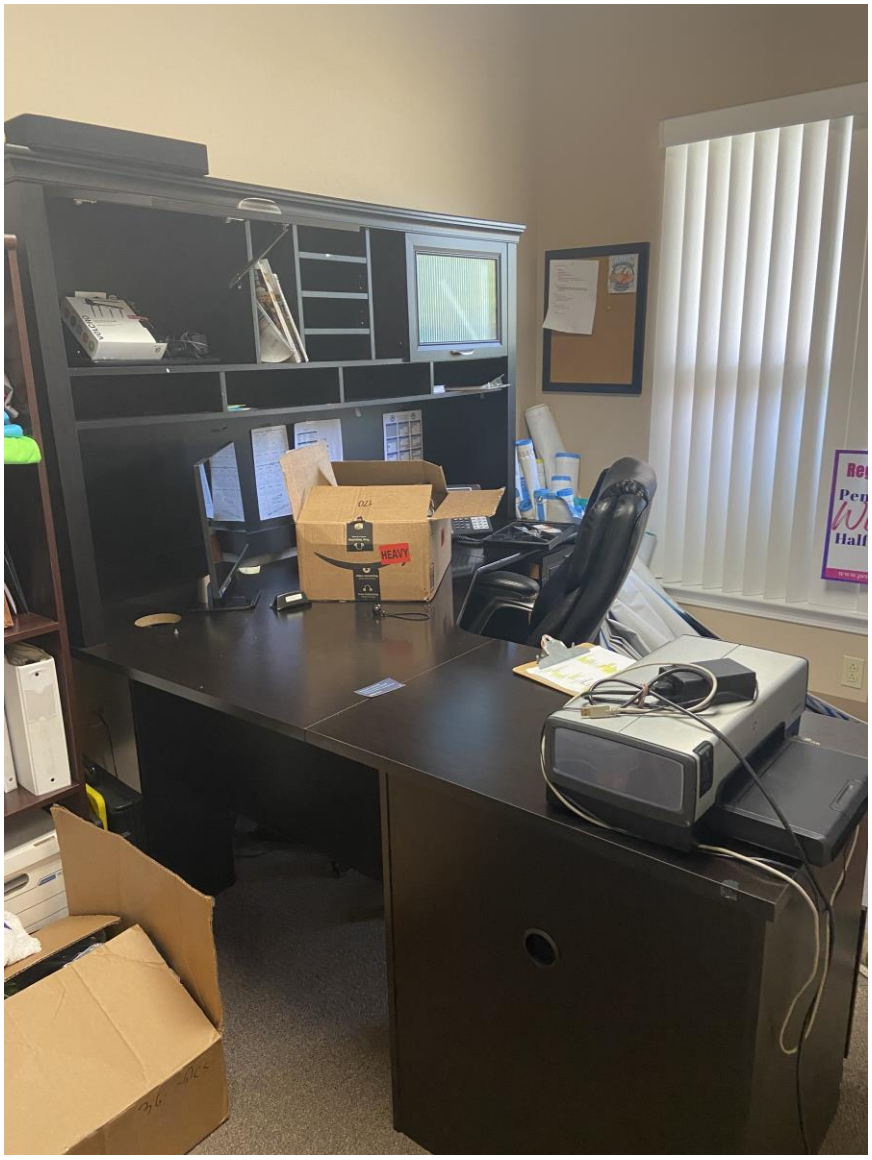
IN WITNESS WHEREOF, each party has caused this Agreement to be executed and delivered by their respective undersigned officers or officials, as of the day and year first above written.

LESSOR:	LESSEE:
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body corporate and politic of the State of Florida	PENSACOLA SPORTS ASSOCIATION, INC., a Florida not-for-profit corporation
By: _____ Print Name: _____ Title: Chairperson	By: _____ Print Name: _____ Title: _____
ATTEST:	ATTEST:
_____ Print Name: _____ Title: _____	_____ Print Name: _____ Title: _____

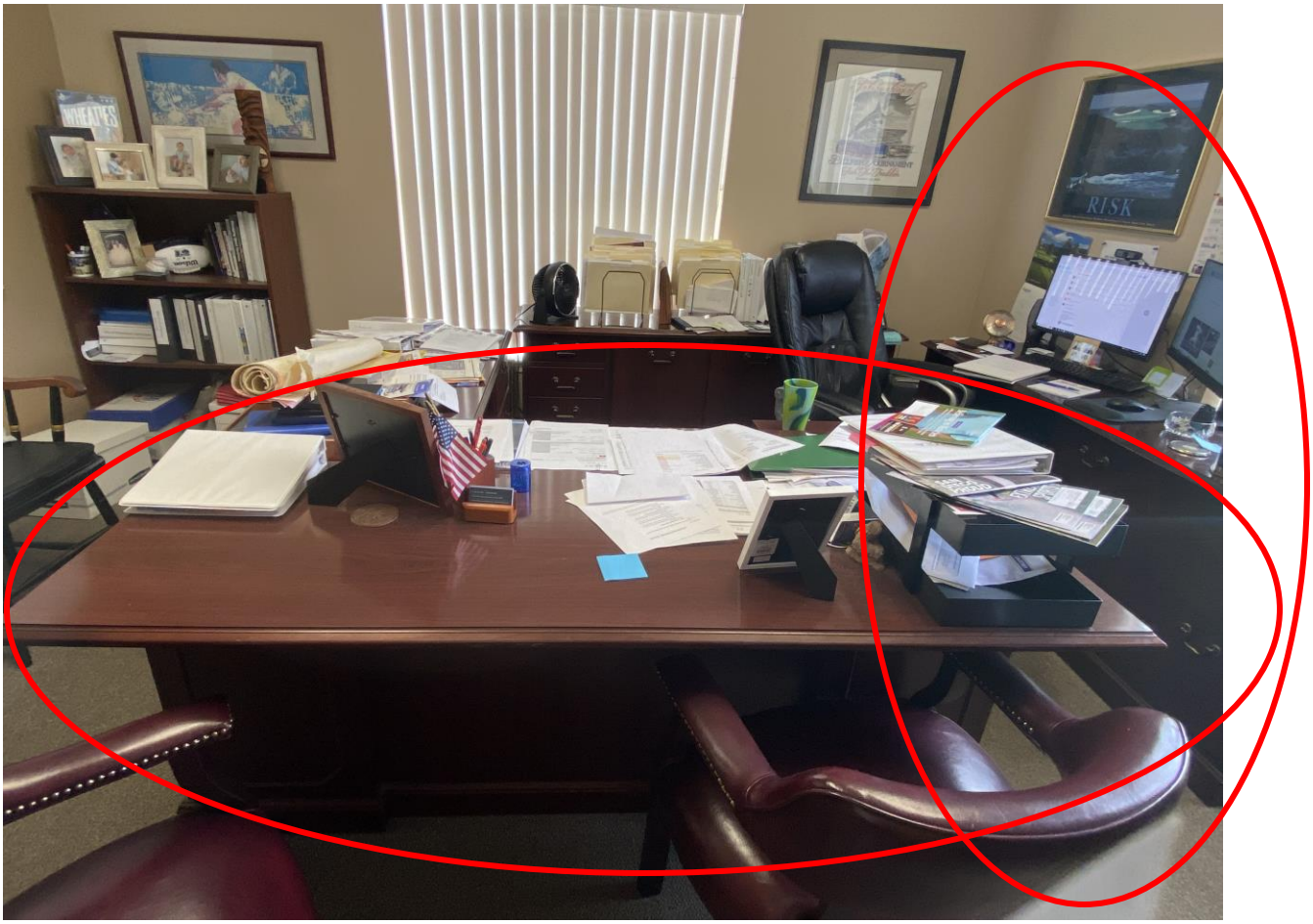
Exhibit B

Private Property to be conveyed to Lessor

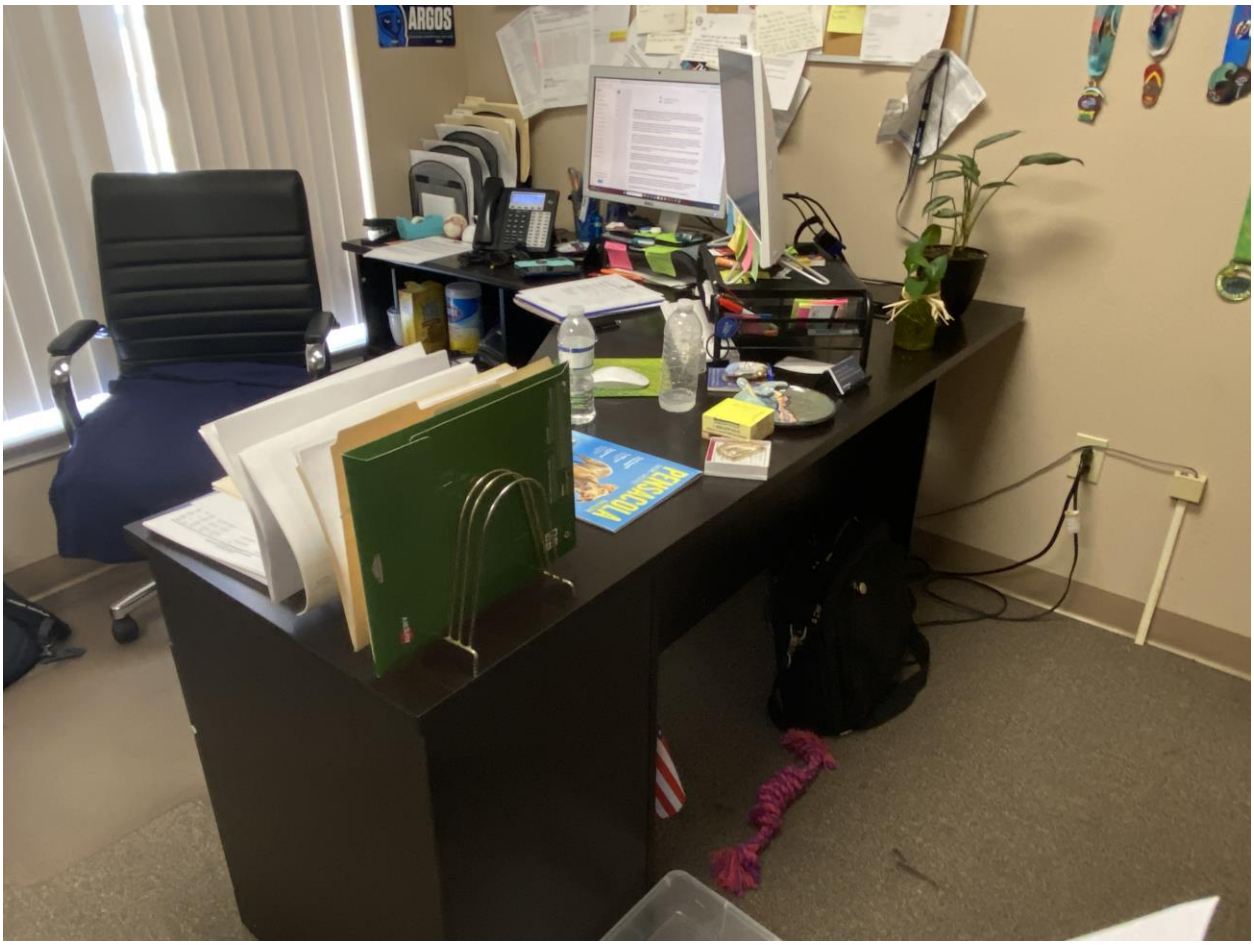
7 Desks




ToDo



2 Desks


ARGOS




92

1 Medium Round Table and 8 Brown Leather Chairs



1 Credenza


SEC SOCCER
GAME
PROGRAMS
$5.00 EACH
adidas
THE POWER OF MOMENTS

2 Small Blue Tables



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00674 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE CHAPPIE JAMES FLIGHT ACADEMY CLASSROOM EXPANSION PROJECT

RECOMMENDATION:

That the City Council approve the reallocation of funds from LOST IV - Women's Veteran's Memorial and LOST IV - Energy Conservation & Efficiency for construction of the General Chappie James Flight Academy Classroom Expansion project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The General Chappie James Flight Academy Classroom Additions project will expand the General Chappie James Museum and Flight Academy facility to provide additional programming space for the Chappie James Museum of Pensacola, Inc. and General Daniel "Chappie" James Flight Academy, Inc.

Two (2) responsive bids were received in response to Invitation to Bid #23-033 for this project. The Community Redevelopment Agency will be asked to award the bid. Empire Builders Group, Inc. provided the lowest and best responsive bid. The engineer's cost estimate, including the add alternate, totaled $654,493.04. The bid amount exceeded the cost estimate by $239,906.89. Staff recommends covering the overage by drawing from various budgetary line items within the Eastside TIF fund and from the Women's Veterans Memorial and Energy Conservation & Efficiency Improvement line items within the LOST fund. The Energy Conservation & Efficiency Improvement line item will be replenished in Fiscal Year 2024.

PRIOR ACTION:

May 9, 2022 - The CRA approved final design plans for the General Daniel "Chappie" James, Jr. Museum and Flight Academy Phase II Project and authorized staff to proceed with bid solicitation.

May 11, 2023 - City Council approved a Memorandum of Understanding with the Chappie James

Museum of Pensacola, Inc. for administration of African American Historical and Cultural Grant #23.S.AA.900.120 to support the project and adopted Supplemental Budget Resolution No. 2023-02 to appropriate the funding.

July 20, 2023 - City Council approved a Memorandum of Understanding with the General Daniel "Chappie" James Flight Academy, Inc. and the Chappie James Museum of Pensacola, Inc. to store classroom and office equipment during the construction period of the project. Further, the City agreed to repay the Chappie James Flight Academy for the value of the equipment, in the sum of $125,158.44, in the event the project failed to take place.

FUNDING:

Budget:	$ 442,761	Series 2017 Eastside Bonds (Chappie Phase 2)
	470,000	AAHC Grant
	47,412	Eastside TIF Fund - Property Mgmt
	15,000	Eastside TIF Fund - Complete Streets
	732	Eastside TIF Fund - Magee Field Sign
	40,000	LOST - Women's Veteran's Memorial
	65,000	LOST - Energy Conservation & Efficiency
	$1,080,905	

Actual:	$ 63,986	Engineering Design
	894,400	Construction Contract
	89,440	Contingency (10%
	33,079	CEI (Est.)
	$1,080,905	

FINANCIAL IMPACT:

The current balance for the Women's Veteran's Memorial is $40,000. The current balance for the Energy Conservation & Efficiency project is currently $460,000. The entire balance of the Women's Veteran's Memorial project along with $65,000 of the Energy Conservation & Efficiency funding will be moved for a new LOST IV - Chappie James Classroom Expansion project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Forte, Deputy City Administrator
Amy Lovoy, Finance Director
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00679 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

APPROVAL OF PARKS AND RECREATION BOARD RECOMMENDATION, CHANGING MEETING DATES AND TIMES

RECOMMENDATION:

That City Council approve the Parks and Recreation Board recommendation, changing their meeting date to the third Tuesday of the month and changing the meeting time to 10:00 A.M.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently the Parks and Recreation Board meets on the third Thursday of the month beginning at 8:00 a.m.

The Board discussed the possibility of moving the meeting date and time with a desire to make more timely input available to City Council for agenda items and Council meetings; also in the hopes of providing for a time frame that would allow for greater public input and participation.

A review of available dates and times was made by Council staff. The initial request for Parks and Recreation Board consideration was a move to the third Tuesday of the month beginning at 2:00 p.m. When the item was discussed, due to some scheduling conflicts, an amendment was proposed to move the time from 2:00 p.m. to 10:00 a.m. This motion and the item passed on a vote of 8-0 with one member absent.

Based on the Parks and Recreation Board recommendation/request, the item before Council is the consideration of permitting the change to the third Tuesday of the month beginning at 10:00 a.m.

PRIOR ACTION:

August 17, 2023 - Parks and Recreation Board met and approved this recommendation on a vote of 8-0 with one absent.

FUNDING:

N/A

FINANCIAL IMPACT:

This action will have no financial impact

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Parks and Recreation Meeting Minutes - Unapproved - 8-17-23
2) Proposed Parks and Recreation Board Meeting Schedule

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Meeting Minutes 3 - Draft

Parks and Recreation Board

Thursday, August 17, 2023 | **8:00 AM** | **Hagler Mason Conference Room, 2nd Floor**

CALL TO ORDER

ROLL CALL

Present 8 - Chairperson Rand Hicks, Vice Chair Renee Borden, Kristin Brown, Antonio Bruni, Alejandra Escobar-Ryan, Leah Harrison, John Jerralds, and Michael Wolf

Absent 1 - Jake Renfroe

APPROVAL OF MINUTES

MINUTES OF JULY 20, 2023, PARK AND RECREATION BOARD

Attachments: 23-7-20 Minutes - Unapproved

A motion was made by Vice Chair Borden, seconded by Jerralds, that this Minutes be Approved. The motion carried by the following vote:

Yes: 8 - Chairperson Hicks, Vice Chair Borden, Brown, Bruni, Escobar-Ryan, Harrison, Jerralds, and Wolf

Absent: 1 - Renfroe

DIRECTOR'S REPORT

DIRECTOR'S REPORT

Attachments: 23-8-17 Director's Report Parks and Recreation Board

Member Bruni inquired regarding the status of the Neighborhood Challenge Grant that was submitted by the Scenic Heights Neighborhood Association last year. Interim Director, Byrd responded that the Neighborhood Grants are handled through the Neighborhood Services Department with Kelsey Powell as the contact person the Parks and Recreation Department does not have any oversight of the grant program. Interim Director, Byrd shared that she had met with Ms. Brittney Ellers to make recommendations to her for the proposed park project regarding the budget and the durability of the proposed amenities.

Chairperson Hicks invited Deputy City Administrator, Miller to offer her insights to the board regarding Neighborhood Grants. Deputy City Administrator, Miller stated the Neighborhood Challenge Grant is a

cumbersome process and administration is working on updating and simplifying the process to have clarity of who reviews the application, who approves, and how it is awarded and the timeline of awarding the grant. Deputy City Administrator, Miller added she will be following up on the application to see that the grant moves along as expeditiously as possible. Some staffing changes will take place first of the new fiscal year and Neighborhood Services will be absorbed into Economic Development Department so Kelsey Powell will be reporting to Director Erica Grancagnolo.

STAFF REPORTS

SPECIAL EVENTS - NIKKI GRAY

Nikki Gray, Special Events Supervisor brought before the board a presentation (on file with background material) providing an overview of the process to permit a special event if the event will involve state road and lane closures.

Some follow- up discussion took place with board members asking questions which Special Event Supervisor, Gray responded accordingly.

Deputy City Administrator, Miller added she would like to give recognition to Special Events Supervisor, Gray for her time and effort involved in the permitting process of special events and for her checking in with event organizers outside of normal working hours to ensure everything is going well with the event.

APPROVAL OF BOARD MEETINGS - DATE AND TIME

PARKS AND RECREATION BOARD MEETING SCHEDULE

Attachments: Proposed Parks and Recreation Board Meeting Schedule

Discussion ensued among the board members regarding the proposed time to meet each month. Upon conclusion of discussion, the vote was called to amend the board meeting time for third Tuesday at 2:00 P.M. to third Tuesday at 10:00 A. M.

A motion to amend was made by Member Borden and seconded by John Jerralds that Parks and Recreation Board recommend to City Council the change of meeting date and time to the third Tuesday at 10:00 A.M.

A motion was made by Vice Chair Borden, seconded by Jerralds, that this Action Item be Approved. The motion carried by the following vote:

Yes: 8 - Chairperson Hicks, Vice Chair Borden, Brown, Bruni, Escobar-Ryan, Harrison, Jerralds, and Wolf

Absent: 1 - Renfroe

NEW BUSINESS

OLD BUSINESS

OPEN FORUM

ADJOURNMENT

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.

DRAFT SCHEDULE OF MEETINGS
PARKS AND RECREATION BOARD

MONTH	BOARD MEETING DATE AND TIME
October	Tuesday, 17th 10:00 A.M.
November	Tuesday, 21st 10:00 A.M.
December	Tuesday, 19th 10:00 A.M.
January	Tuesday, 16th 10:00 A.M.
February	Tuesday, 20th 10:00 A.M.
March	Tuesday, 19th 10:00 A.M.
April	Tuesday, 16th 10:00 A.M.
May	Tuesday, 21st 10:00 A.M.
June	Tuesday, 18th 10:00 A.M.
July	Tuesday, 16th 10:00 A.M.
August	Tuesday, 20th 10:00 A.M.
September	Tuesday, 17th 10:00 A.M.
October	Tuesday, 15th 10:00 A.M.
November	Tuesday, 19th 10:00 A.M.
December	Tuesday, 17th 10:00 A.M.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00680 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Allison Patton

SUBJECT:

HIRING OF A CITY COUNCIL SOCIAL MEDIA / COMMUNICATIONS SPECIALIST

RECOMMENDATION:

That City Council approve the hiring of a City Council Social Media / Communications Specialist. Further, that City Council direct the Council Executive to work with City Human Resources and begin the hiring process.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014, a Charter amendment was passed which authorized the City Council to establish the Office of the City Council, with the authority to hire certain staff:

"The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council." 4.02(6) City Charter

"…Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function."

In 2015, City Council began the staffing process with the addition of a Council Executive and in early 2016 added an Executive Assistant to the City Council and Council Assistant. In 2019, Council hired a Budget Analyst and in 2022 Council added a Special Assistant to the Council Executive. Also to note, in 2023, the Budget Analyst resigned that position. In a continuation of the staffing efforts, and in keeping with the language set forth in the City Charter as approved by the electorate in a special referendum, the position requested is that of Other Staff described as a Social Media / Communications Specialist.

During the summer of 2023 (June-July), City Council employed two (2) interns who started the process of setting a baseline for this type of position. The internships were used as a semi-pilot program to gauge the necessity of such a position. Based on input from a variety of internal sources, it is felt that such a position and the continuity that an individual could provide would be beneficial to City Council Members not only from the Social Media / Communications perspective but also in the

creation and dissemination of District centric community outreach.

PRIOR ACTION:

June 2023 - July 2023 - City Council employed two (2) Social Media Summer Interns

November 4, 2014 - Charter Amendment passed via referendum vote requiring City Council to establish the Office of the City Council, thereby authorizing Council to hire their own staff.

FUNDING:

Budget:	$ 89,300	Salary - Budget Analyst for City Council - FY 24 Prop.
	34,700	Benefits - Budget Analyst City Council - FY24 Prop.
	$ 124,000	
Actual:	$ 47,000	Salary - City Council Social Media/Communications Specialist
	$ 27,800	Benefits - City Council Social Media/Communications Specialist
	$ 74,800	

FINANCIAL IMPACT:

The estimated cost for the City Council Social Media / Communications Specialist is $74,800 with an anticipated starting salary of $47,000. Funding in the amount of $124,000 has been appropriated in the FY 2024 Proposed Budget for the Budget Analyst for City Council position which is sufficient to fund this position. With the addition of the City Council Social Media / CommunicationsSpecialist position, the Budget Analyst for City Council position will be deleted. However, should City Council see a need to bring the Budget Analyst position back at a future date, it can be added at any time the City Council desires.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Job Description - (to be distributed)

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00659 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - AMENDMENT NO 1. SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT

RECOMMENDATION:

That City Council approve the State of Florida - Florida Fish and Wildlife Conservation Commission (FWC) Grant Agreement No. 21130 Amendment No. 1 providing additional funds in the amount of $1,291,210 for Construction Services, for the Sanders Beach Kayak Fishing Trail Access Upgrades. Further, that City Council authorize the Mayor, or his designee to take all actions necessary to accept and execute the grant amendment. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in receiving Florida FWC grant funds to enhance/increase public access to Pensacola waterways for kayak fishing and paddling, by establishing a designated kayak fishing and paddling trail in 2022. Kayak fishing is the fastest growing segment of the U.S. sportfishing market due to increasing fuel costs, expense compared to other watercraft, minimal environmental impacts and growing appreciation for an active outdoor lifestyle.

FWC previously allocated $143,000 in fiscal year (FY2022) for the planning, engineering and design services, and permitting phase.

FWC has now allocated an additional $1,148,210 for construction services and contingency costs for FY 23-24.

PRIOR ACTION:

The City approved a grant funding award of $143,000 for Permitting and design for this project in January of 2022. This funding is an additional award that was anticipated for Phase II.

FUNDING:

Budget:	$ 143,000	FWC Blueway Trail Grant (awarded and appropriated)
	$1,148,210	FWC Construction Costs
	$1,291,210	**Total Costs**
Actual:	$ 143,000	Permitting and Design Costs
	$1,148,210	Construction Costs
	$1,291,210	**Total Costs**

FINANCIAL IMPACT:

Adoption of a supplement budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/3/2022

STAFF CONTACT:
Kerrith Fiddler, City Administrator
William K. Boyer, Grants and Special Projects Coordinator
Brad Hinote, City Engineer

ATTACHMENTS:

1) Grant Agreement 21130 - Amendment 1
2) Supplemental Budget Resolution No. 2023-069
3) Supplemental Budget Explanation No. 2023-069

PRESENTATION: No

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #21130, Amendment 1

This Amendment to Agreement No. #21130, referred to as the Original Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the City of Pensacola, 59-6000406, whose address is 222 West Main Street, Pensacola, FL 32502, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

STATE AWARD NAME in the header of the Original Agreement is hereby amended to read as follow and all references to Baars Park within the Original Agreement are hereby removed:

State Award Name(s): Sanders Beach Kayak Fishing Trail Access Upgrades.

SECTION 4. COMPENSATION AND PAYMENTS of the Original Agreement is hereby amended to read as follows:

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $1,291,210.00.

NOTICES AND CORRESPONDENCE of the Original Agreement is hereby amended to read as follows:

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager: Tyler Jones, Grants Specialist
FL Fish & Wildlife Conservation Commission 620 S Meridian Street
Tallahassee, FL 32399-1600
Telephone: (850) 717-2102 Email: tyler.jones@myfwc.com

FOR THE GRANTEE:
Grant Manager: William K. Boyer
Grants and Special Projects Coordinator
222 W. Mian Street, Pensacola, FL 32502
Telephone: (850) 435-1822 Email: kboyer@cityofpensacola.com

ATTACHMENT A, Scope of Work of the Original Agreement is hereby replaced in its entirety by:

ATTACHMENT A1, Revised Scope of Work

ATTACHMENT B, Requirements of the Federal and Florida Single Audit Act of the Original Agreement is hereby replaced in its entirety by:

ATTACHMENT B1, Revised Requirements of the Federal and Florida Single Audit Act.

SIGNATURES

All provisions of the Original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. #21130 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
City of Pensacola	**Florida Fish and Wildlife Conservation Commission**
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A1, REVISED SCOPE OF WORK
- Attachment B1, REVISED REQUIREMENTS OF THE FEDERAL AND FLORIDA SINGLE AUDIT ACT

Attachment A1 – REVISED SCOPE OF WORK

Project Name:	City of Pensacola – Sanders Beach Kayak Fishing Trail Access Upgrades	**FWC Contract No.**	21130-A1

1. PROJECT DESCRIPTION

A. Purpose and Background: The City of Pensacola (Grantee) will use grant funds to enhance/increase public access to Pensacola waterways for kayak fishing and paddling, by establishing a designated kayak fishing and paddling trail at Sanders Beach. Kayak fishing is the fastest growing segment of the U.S. sportfishing market due to increasing fuel costs, expense compared to other watercraft, minimal environmental impacts, and growing appreciation for an active outdoor lifestyle.

B. Project Benefits: Pensacola offers tourism amenities that market its natural resources to outdoor recreation enthusiasts as a nature-based tourism destination, resulting in economic stimulus and increased public awareness of natural Pensacola, thereby helping to compensate for interim losses to recreational use by the *Deepwater Horizon* oil spill.

C. Type of Agreement: This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

D. Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect through June 30, 2024. Grantee shall complete the tasks and provide the deliverables described in this Scope of Work by June 30, 2024.

2. PROJECT DELIVERABLES

A. **Deliverable 1**: Planning, Engineering and Design Services, and Permitting for Sanders Beach Kayak Fishing Trail Access Upgrades

Deliverable 1 Tasks:

- Grantee will prepare draft construction plans and specifications;
- Submit to FWC's grant manager for review and approval; and
- Upon approval by FWC's grant manager, prepare final plans.
- Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for; and
- Provide copies of permits or other final action by permitting agencies to the FWC grant manager.

Compensation: Total payment for this deliverable will not exceed $143,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide all labor, equipment, and materials to complete the planning, engineering, and design services, and permitting for finalizing design and construction plans as specified herein. These final plans will be submitted to the Commission for review and approval prior to initiation of any work.

Documentation: Documentation includes an attestation of activities or services rendered. The Grantee shall provide copies of bid documentation, surveys, draft plans, proof of services rendered,

final plans, and permits. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

B. **Deliverable 2**: Construction of improvements.

Deliverable 2 Tasks:
The Grantee will make renovations to improve the infrastructure at the Sanders Beach project location, as described in the Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities, as revised in Resolution #FL-2023-005 Effective May 18, 2023.

- Enhance existing infrastructure at Sanders Beach:
    - Install floating accessible kayak launch to the existing dock.
    - Reconfigure and expand the existing parking lot to include a concrete ramp that will allow handicap access from the parking lot to the east sidewalk and existing pier.
    - Install monofilament recycling bins (see https://mrrp.myfwc.com/ for further guidance).
    - Install informational (e.g., navigational) and educational kiosks.
    - Install a new pavilion shelter that includes a picnic area.
    - Enhance lighting at the park through installation of new poles and lights in accordance with applicable sea turtle lighting best practices.
    - Update the existing restrooms through the application of a resinous/epoxy flooring and provide funding for two new water closets.
    - Install benches and trash cans.

Compensation: Total payment for this deliverable will not exceed $1,148,210.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 – Performance.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a

Commission employee verifying that the project was completed according to the project scope of work.

C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.

D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site(s) according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

A. Permit Requirements: The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

B. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's Grant Manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's Grant Manager, to retain in their own records.

C. Engineering: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final. Any lighting associated with this project will be implemented in accordance with applicable sea turtle lighting best practices (refer to https://myfwc.com/wildlifehabitats/wildlife/sea-turtle/lighting/).

D. Construction: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

All in-water work must adhere to the guidelines and conditions within the NMFS's Sea Turtle and Smalltooth Sawfish Construction Conditions (2006), NMFS's Measures for Reducing Entrapment Risk to Protected Species (2012), NMFS's Vessel Strike Avoidance Measures and Reporting for Mariners (2008), and USFWS Standard Manatee Conditions for In-water Work (2011). These measures will minimize the potential for adverse effects to the West Indian Manatee, Gulf sturgeon, and sea turtles.

Best Management Practices for erosion control are to be implemented at all times during upland construction to prevent siltation and turbid discharges into surface waters. Methods could include, but not limited to, staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and installation of turbidity screens around the immediate project site(s).

E. Commencement of Work: The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

F. Performance Criteria: The Grantee shall complete the Project as described in this Scope of Work. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

G. Certificate of Completion: Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's Grant Manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

H. Project Close-out Report: In addition to the Certificate of Completion, and before/after photos from fixed points for comparison, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photocopy of the check must accompany the Close-Out Report, Form 6.

I. Site Dedication: For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site(s) as a kayak fishing and paddling trail for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site(s) shall remain a public kayak fishing and paddling trail for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e., lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a kayak fishing and paddling trail for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site(s) as a kayak fishing and paddling trail according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource, or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes, or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

J. **Acknowledgement**: Upon completion of the Project, and prior to the final reimbursement of funds, the Grantee, at its expense, shall purchase, erect, and maintain a permanent sign at each of the Project sites, not less than three (3) feet by four (4) feet in size, displaying the text "**Funding for this project provided by the Florida Trustee Implementation Group as part of the *Deepwater Horizon* Oil Spill Natural Resource Damage Assessment process**", and including the logos of the six Florida NRDA trustees. The Grantee shall provide a draft copy of the acknowledgement sign for review and approval by the Commission prior to production. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. Any other form of acknowledgement must be approved in writing by the Commission's Grant Manager.

K. **Educational Signs:** The Grantee shall purchase, erect, and maintain an educational sign at each of the project sites to remind visitors of the potential presence of marine mammals and measures to protect these species while boating and fishing. Specifications regarding educational signage may be found on the Commission's Website at https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/.

In addition, the Grantee shall reproduce and post at the Sanders Beach project site the following NOAA outreach signs: 'Dolphin Friendly Fishing Tips' sign, and 'Don't Feed Wild Dolphin' sign. Furthermore, at the Sanders Beach site the Grantee shall reproduce and post the following NOAA outreach signs: 'Report a Sturgeon' sign, and 'Do Not Catch or Harass Sea Turtles' sign. The NOAA signs can be found at https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs.

The Grantee shall also develop, erect, and maintain informational (e.g., navigational) and educational kiosks as described in the Florida Trustee Implementation Group Final Restoration Plan 2.

The Grantee shall adhere to any additional signage requirements as specified in any federal, state, county, or city permits.

The Grantee shall provide draft copies of all educational signs/information for review and approval by the Commission prior to production.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $1,291,210. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's Grant Manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable Number	Cost Item	Grant Funding Not To Exceed
1	Planning and Design	$143,000
2	Construction	$1,148,210
	Total	**$1,291,210**

B. Cost Share: There are no cost share requirements for the Grantee under the terms of this Agreement.

C. Pre-Award Costs: No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable.

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $1,291,210. The Commission agrees to reimburse the Grantee for an amount not to exceed $1,291,210 or 100% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final**

payment shall be contingent upon the Commission's Grant Manager receiving and accepting the:

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

E. Forms and Documentation: After receiving acceptance of deliverable completion from the Commission's Grant Manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and 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) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's Grant Manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site(s) prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site(s) to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

C. Project Maintenance: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site(s), including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. Monthly Project Updates: Starting the first month after the date the Agreement is executed, the Grantee shall submit to the Commission monthly project updates, on or before the last business day of each month. These updates shall only include activities associated with the project funding, and may be submitted to the Commission by email. The monthly updates will contain the following information for each project site(s):

<u>Current month</u>:

- Activities that were completed;
- Activities that are ongoing;
- Activities that were started.

<u>Upcoming Month</u>:

- Activities that will be completed;
- Activities that will be ongoing;
- Activities that will start.

E. Quarterly Project Progress Reports: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress reports are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's Grant Manager according to the following schedule:

Project Name:	City of Pensacola – Sanders Beach Kayak Fishing Trail Access Upgrades	**FWC Contract No.**	21130-A1

Reporting Period	**Report due by:**
January through March	April 15th
April through June	July 15th
July through September	October 15th
October through December	January 15th

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's Grant Manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant Manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant Manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or

diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. Drug-Free Workplace Requirement for Construction Contractors: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

C. Contractor Eligibility: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

REVISED AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Subrecipient expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.

G. If the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, 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.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

- End of Attachment –

Exhibit 1
REVISED FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.048	Deepwater Horizon Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities	$1,291,210

State Project(s)		
	Total State Awards	$1,291,210

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.048	Project must comply with the Deepwater Horizon Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

- End of EXHIBIT 1 -

RESOLUTION
NO. 2023-069

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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	8,666,883
To:		
Reads	Federal Grants	9,815,093
As Reads	Capital Outlay	6,965,150
To:		
Reads	Capital Outlay	8,113,360

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

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FWC GRANT - SANDARS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT- RES NO. 2023-069

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,148,210	Increase appropriation for Federal Grants
Total Revenues	1,148,210	
Appropriations		
Capital Outlay	1,148,210	Increase appropriation for Capital Outlay
Total Appropriations	1,148,210	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-069 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-69- STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT NO. 21130 - AMENDMENT 1- SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-069

> A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in receiving State of Florida Fish and Wildlife Conservation Commission (FWC) grant funds to enhance/increase public access to Pensacola waterways for kayak fishing and paddling, by establishing a designated kayak fishing and paddling trail starting at Sanders Beach. Kayak fishing is the fastest growing segment of the U.S. sportfishing market due to increasing fuel costs, expense compared to other watercraft, minimal environmental impacts and growing appreciation for an active outdoor lifestyle.

FWC has allocated $1,148,210 for construction and in addition to an already allocated $143,000 for design and permitting in the previous year.

PRIOR ACTION:

The City approved a grant funding award of $143,000 for Permitting and design for this project in January of 2022. This funding is an additional award that was anticipated for Phase II.

FUNDING:

Budget: $ 143,000 FWC Blueway Trail Grant (awarded and appropriated)

	$1,148,210	FWC Construction Costs
	$1,291,210	**Total Costs**
Actual:	$ 143,000	Permitting and Design Costs
	$1,148,210	Construction Costs
	$1,291,210	**Total Costs**

FINANCIAL IMPACT:

Adoption of a supplement budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/3/2022

STAFF CONTACT:
Kerrith Fiddler, City Administrator
William K. Boyer, Grants and Special Projects Coordinator
Brad Hinote, City Engineer

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2023-069
2) Supplemental Budget Explanation No. 202023-069

PRESENTATION: No

RESOLUTION
NO. 2023-069

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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	8,666,883
To:		
Reads	Federal Grants	9,815,093
As Reads	Capital Outlay	6,965,150
To:		
Reads	Capital Outlay	8,113,360

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

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FWC GRANT - SANDARS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES PROJECT- RES NO. 2023-069

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,148,210	Increase appropriation for Federal Grants
Total Revenues	1,148,210	
Appropriations		
Capital Outlay	1,148,210	Increase appropriation for Capital Outlay
Total Appropriations	1,148,210	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-062 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2023-062 - DESIGNATION OF STATE ROADWAY TO HONOR LEWIS BEAR JR., AS "LEWIS BEAR JR. WAY"

RECOMMENDATION:

That City Council adopt Resolution No. 2023-062:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, IN SUPPORT OF THE DESIGNATION OF 9TH AVENUE, FROM BAYFRONT PARKWAY TO CERVANTES STREET, AS "LEWIS BEAR JR. WAY"; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation (FDOT) allows for roadways in the State of Florida to be designated for memorial or honorary purposes. Currently, the Pensacola Bay Bridge, the Bayou Texar Bridge, a portion of Bayfront Parkway, and a portion of East Cervantes Street are just some of the Memorial Highways within the city limits.

The section of 9th Avenue from Bayfront Parkway to Cervantes St is being recommended to be designated as "Lewis Bear, Jr., Way." This approximately .86-mile stretch of roadway is entirely in the city limits, passes directly by Veterans' Memorial Park, and serves as a gateway to Pensacola, the waterfront, and our downtown.

During the 2023 Legislative Session the Florida Legislature passed HB 21 which included the road designation for the "Lewis Bear, Jr., Memorial Highway". The Governor signed the bill on May 30, 2023. With the signing of the passed legislation, the City of Pensacola now must pass a resolution stating that the Council is in favor of the designation. The family has asked that the official designation from the council be "Lewis Bear Jr. Way".

Upon passage, the FDOT would fund and erect the signs. There is no cost to the City of Pensacola.

Designating this roadway would honor Mr. Bear and will honor his memory as a loving family man, prominent businessman, philanthropist, lifelong resident of Pensacola, and leader within the region.

PRIOR ACTION:

None

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

There will be no cost to the City of Pensacola. The Florida Department of Transportation will provide funding for the signage.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/15/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, Public Works & Facilities Director

ATTACHMENTS:

1) Lewis Bear Resolution
2) HB 21

PRESENTATION: No

RESOLUTION

NO.2023-062

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, IN SUPPORT OF THE DESIGNATION OF STATE ROADWAY TO HONOR LEWIS BEAR, JR., AS "LEWIS BEAR JR. WAY"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) allows for roadways in the State of Florida to be designated for memorial or honorary purposes. Currently, the General Daniel "Chappie" James Memorial Bridge, the Bayou Texar Bridge, a portion of Bayfront Parkway and a portion of East Cervantes Street are just some of the Memorial Highways within the city limits; and

WHEREAS, 9th Avenue, from Bayfront Parkway to Cervantes Street, is entirely in the city limits, passes directly by Veterans' Memorial Park, and serves as a gateway to Pensacola, the waterfront, and our downtown; and

WHEREAS, designating this roadway would honor Mr. Bear and will honor his memory as a loving family man, prominent businessman, philanthropist, lifelong resident of Pensacola, and leader within the region; and

WHEREAS, upon passage of this resolution, the FDOT would fund and erect the signs, and there is no cost to the City of Pensacola.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That City Council supports designation of state roadway to honor Lewis Bear Jr.

SECTION 2. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

An act relating to transportation facility designations; providing honorary designations of certain transportation facilities in specified counties; directing the Department of Transportation to erect suitable markers; amending chapter 91-315, Laws of Florida; redesignating a portion of State Road 40 in Marion County as "Armand and Perry Lovell Memorial Highway"; directing the department to erect suitable markers; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Transportation facility designations; Department of Transportation to erect suitable markers.—

(1) That portion of I-275 between mile markers 30 and 31 in Pinellas County is designated as "Deputy Sheriff Michael Hartwick Memorial Highway."

(2) That portion of S.R. 87 between E. Bay Boulevard (mile post 2.182) and Bob Tolbert Road (mile post 6.308) in Santa Rosa County is designated as "Sgt. Maj. Thomas Richard 'Ric' Landreth Memorial Highway."

(3) That portion of Alternate U.S. 19/Bayshore Boulevard between Orange Street and Michigan Boulevard in Pinellas County is designated as "SPC Zachary L. Shannon Memorial Highway."

(4) That portion of S.R. 105/Heckscher Drive between New Berlin Road East and Orahood Lane in Duval County is designated as "Officer Scott Eric Bell Highway."

(5) That portion of S.R. 9A/East Beltway 295 between Gate Parkway and Baymeadows Road in Duval County is designated as "Officer Christopher Michael Kane Highway."

(6) The bridge on Howell Drive over the Ribault River in Duval County is designated as "Coach Gwendolyn Maxwell Bridge to Ribault."

(7) Upon completion of construction, the new NASA Causeway Bridge on S.R. 405 over the Indian River in Brevard County is designated as "Dr. Sally Ride Memorial Bridge."

(8) That portion of I-95 between mile markers 380 and 381 in Nassau County is designated as "Corporal James McWhorter Memorial Highway."

(9) That portion of Cortez Boulevard between U.S. 41 and S.R. 50/50A in Hernando County is designated as "Rush Limbaugh Way."

(10) That portion of I-10 between mile markers 222 and 228 in Jefferson County is designated as "Senior Inspector Rita Jane Hall Memorial Highway."

(11) That portion of U.S. 19 between C.R. 361/Beach Road and C.R. 30/Foley Road in Taylor County is designated as "Michael Scott Williams Parkway."

(12) That portion of S.R. 435 between Conroy Road and

Vineland Road in Orange County is designated as "Officer Kevin Valencia Memorial Highway."

(13) That portion of S.R. 46 between East Lake Mary Boulevard in Seminole County and the Brevard County line is designated as "Deputy Sheriff Eugene 'Stetson' Gregory Memorial Highway."

(14) That portion of S.R. 70/Okeechobee Road between Ideal Holding Road and C.R. 613/Carlton Road in St. Lucie County is designated as "Kyle Lee Patterson Memorial Way."

(15) That portion of S.R. 518/Eau Gallie Boulevard between Wickham Road and John Rodes Boulevard in Brevard County is designated as "Deputy Sheriff Barbara Ann Pill Memorial Highway."

(16) That portion of S.W. 22nd Avenue between Kirk Street and Tigertail Avenue in Miami-Dade County is designated as "Mama Elsa Street."

(17) The intersection at S.R. 121 North and C.R. 23D in Baker County is designated as "Deputy Sheriff Morris Fish Memorial Intersection."

(18) The bridge on S.R. 3 over the Canaveral Barge Canal in Brevard County is designated as "Christa McAuliffe Bridge."

(19) That portion of S.R. 823/South Flamingo Road between Southwest 52nd Street and Southwest 55th Street in Broward County is designated as "Archbishop Edward A. McCarthy High School Way."

(20) That portion of U.S. 98 between Tarpine Drive in Wakulla County and Alligator Drive in Franklin County is designated as "SSgt. Carl Philippe Enis Memorial Highway."

(21) That portion of S.R. 289/North Ninth Avenue between S.R. 196/Bayfront Parkway and U.S. 90/East Cervantes Street in Escambia County is designated as "Lewis Bear, Jr., Memorial Highway."

(22) That portion of Glades Road between Dixie Highway and Federal Highway in the Pearl City Neighborhood of Boca Raton in Palm Beach County is designated as "Lois D. Martin Way."

(23) The Department of Transportation is directed to erect suitable markers designating the transportation facilities as described in this section.

Section 2. Sections 1 and 2 of chapter 91-315, Laws of Florida, are amended to read:

Section 1. That portion of State Road 40 between ~~(section 36080) in Marion County from mile marker 5.695 located at the intersection of~~ State Road 35 and the Ocklawaha River Bridge in Marion County ~~(baseline road) east to mile marker 9.640 located at the Cross Florida Barge Canal Bridge for a distance of 3.945 miles~~ is hereby designated as the "Armand and Perry ~~Keith~~ Lovell Memorial Highway."

Section 2. The Department of Transportation is directed to erect suitable markers designating the "Armand and Perry ~~Keith~~ Lovell Memorial Highway."

Section 3. This act shall take effect July 1, 2023.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-054 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-054 - ACCEPTING FUNDING FROM TRIUMPH GULF COAST - GRANT AGREEMENT LETTER - DESIGN AND CONSTRUCTION OF THE AMERICAN MAGIC HIGH PERFORMANCE MARITIME CENTER AT THE PORT OF PENSACOLA

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-054.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

United by a mandate to win the America's Cup, American Magic sailing team is developing a pathway for a generation of engineers, boatbuilders and technicians to enhance the marine industry in the United States and set Pensacola on a trajectory of being a leader on the world stage.

Buildout of existing Port of Pensacola warehouse #10, will allow American Magic, which has utilized the port on seasonal basis for training and development, to permanently relocate their operations, training, and boat building facility to the Port of Pensacola and creating 150 high wage jobs as a result.

As a requirement of the Triumph Gulf Coast Grant, the City of Pensacola will retain ownership of the facility and the complex will be leased to American Magic. And the new dock and boat ramp facility will be utilized by all port tenants.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$ 3,963,120	Governor's Job Growth Infrastructure Grant
	$ 8,500,000	Triumph Gulf Coast Grant
	$ 2,625,000	FDOT / FL Seaport Transportation Economic Development Fund (FSTED) Grant
	$15,088,120	
Actual:	$15,088,120	Engineering, Permitting and Construction

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/25/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Erica Grancagnolo, Economic Development Director
Clark Merritt, Port Director

ATTACHMENTS:

1) Supplemental Budget Resolution No 2023-054
2) Supplemental Budget Explanation No. 2023-054
3) Triumph Grant Agreement for Project #315

PRESENTATION: No

RESOLUTION
NO. 2023-054

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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:

SPECIAL GRANTS FUND

As Reads	Federal Grants	3,963,120
Amended To Read:	Federal Grants	12,463,120
As Reads	Operating Expenses	1,990,662
Amended To Read:	Operating Expenses	10,490,662

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

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION-ACCEPTING FUNDING FROM TRIUMPH GULF COAST-GRANT AGRMT-AMERICAN MAGIC -DESIGN & CONSTRUCTION AT PORT - RES NO. 2023-054

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
Federal Grants	8,500,000	Increase appropriation for Federal Grants - Accepting Funding From Triumpg Gulf Coast - Port Grant Agrmt - American Magic
Total Revenues	8,500,000	
Appropriations		
Operating Expenses	8,500,000	Increase appropriation for Operating Expenses
Total Appropriations	8,500,000	

GRANT AWARD AGREEMENT
(City of Pensacola/American Magic Project #315)

THIS GRANT AWARD AGREEMENT (this "**Agreement**") is made and entered into effective as of the date set forth on the signature page below (the "**Effective Date**"), by and between TRIUMPH GULF COAST, INC., a Florida not for profit corporation ("**Triumph**"), and the CITY OF PENSACOLA, a Florida municipal corporation ("**Grantee**").

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for the following project (the "**Project**"): the design, renovation, finish, and equipping of the partially completed Warehouse 10 at the Port of Pensacola (to include a 50' addition) and the design and construction of a dock and boat ramp (collectively, the "**Facility**"), to support the operations of the BMQRA America's Cup racing project of the New York City Yacht Club's Bella Mente Quantum Racing Association ("**BMQRA**"), which operations will provide at least 170 net new jobs (150 jobs provided by BMQRA at the Facility and 20 other port-related jobs at the Port of Pensacola) paying an average wage of $105,000 per year, all as further described in Grantee's Application for Funds submitted to Triumph (the "**Grant Application**"), which Grant Application is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to (i) award the Grant, (ii) state the terms and conditions upon which the Grant will be funded, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. **Grant Award**. On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to Grantee in the aggregate maximum amount of Eight Million Five Hundred Thousand Dollars ($8,500,000) (the "**Grant**") to provide partial funding for the Project. The estimated total cost of the Project is $49,100,000, as more fully shown in the Budget attached hereto as **Exhibit "A"** and incorporated herein (the "**Budget**"), with the Grant providing $8,500,000 of that amount and Grantee, BMQRA, and other federal, state, or local government, organizations or agencies providing $40,600,000 of that amount (the "**Matching Funds**").

3. **Contingencies for Grant**. Triumph's approval of the Grant, and any obligation to disburse the Grant, are expressly conditioned and contingent upon the following:

3.1 **Matching Funds**. No Grant funds shall be disbursed to Grantee unless there are irrevocable and legally enforceable Matching Funds commitments from Grantee, BMQRA, and other federal, state, or local government, organizations or agencies described in the Budget totaling not less than $40,600,000 to be used toward the completion of the Project as shown in the Budget.

3.2 **Lease**. No Grant funds shall be disbursed to Grantee unless Grantee, as lessor, and BMQRA, as lessee, shall have entered into a binding and enforceable lease agreement (the "**Lease**"), pursuant to which Grantee agrees to lease the Facility to BMQRA (i) at a rental rate of not less than an economic development rate, (ii) for a term of not less than ten (10) years, and (iii) with a provision that, upon expiration or earlier termination of the Lease, the Facility and all other improvements on the leased land shall be owned by Grantee. Triumph shall have forty-five (45) days from receipt of notification by Grantee that the Lease has been uploaded to Triumph's SmartSheet system to approve or disapprove it, and Triumph's failure to either approve or disapprove the Lease within such forty-five (45) day period shall be deemed disapproval. In the event of disapproval, Grantee shall have thirty (30) days to cure any specific objections raised by Triumph.

3.3 **Use of Matching Funds**. No Grant funds shall be disbursed to Grantee unless and until Grantee and/or BMQRA have (i) spent from Matching Funds at least Three Million Dollars ($3,000,000) on design and/or construction of the Facility (the "**Initial Matching Funds Expenditures**"), and (ii) provided to Triumph satisfactory evidence of the payment of such Initial Matching Funds Expenditures.

3.4 **Competitive Bids**. Grantee shall, with respect to contracts and/or purchases exceeding $325,000 for services, commodities, or construction or renovations to public property, obtain competitive bids when required under Grantee's own purchasing standards and procedures and under applicable statutes, rules, and regulations, including, but not limited to, Section 255, Florida Statutes. Grantee shall upload a copy of Grantee's applicable standards or procedures to Triumph's SmartSheet system upon request. When awarding contracts according to the applicable statutes, rules, and regulations, Grantee shall award the contract to the lowest cost qualified responsive bidder considering the selection criteria contained within the solicitation. Triumph shall have the right to review and approve the proposed award.

4. Funding of Grant:

4.1 **General Allocation of Grant in Budget Categories**. The Grant shall be allocated as more fully shown in the Budget.

4.2 **Funding of the Grant**. After the Initial Matching Funds Expenditures have been made and Triumph has received satisfactory evidence of the payment thereof as required by contingency 3.3 above, and after all other contingencies set forth in Section 3 above have been satisfied, Grantee shall submit to Triumph a separate Request for Funding on the form attached hereto as **Exhibit "B"** and incorporated herein (a "**Request for Funding**") for each Budget category (a "**Request for Funding**") in accordance with the Budget and shall submit information pursuant to a SmartSheet system by Grantee's authorized users. After the first Request for Funding, each subsequent Request for Funding may only be submitted after Triumph's approval of the immediately preceding Request for Funding. Each Request for Funding shall include the following items (A) through (H): (A) completed detailed Project

account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph ("**Expense Itemization Sheet**") for each category of funds requested and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project, (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of front and back of cancelled checks for funding, (F) to the extent that all or any portion of the prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, a completed Expense Itemization Sheet and receipts or other documentation evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, including copies of front and back of cancelled checks for funding, (G) copies of the insurance policies required under this Agreement and evidence that such policies are in current force and effect, and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. Grantee shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Other than the final Request for Funding, no single Request for Funding shall be submitted for a funding request amount of less than $106,250. In no event shall the cumulative fundings made by Triumph exceed the $8,500,000 maximum amount of the Grant. Upon Triumph's receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of a Request for Funding. If Triumph approves a Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves a Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

None of the grant shall be used as a reimbursement of items purchased by Grantee prior to the date of this Agreement. None of the amounts paid by Grantee in connection with the invoices submitted in a Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution, it being expressly understood and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee.

None of the grant funds or the Matching Funds shall be used to pay, reimburse, or recover any overhead or other indirect costs, including, but not limited to, general and/or administrative overhead, facilities overhead, continuing education fees, and auxiliary fees.

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a funding if:

(a) Any of the conditions and contingencies described in Section 3 above have not been satisfied, and/or there is missing or incomplete documentation;

(b) The Request for Funding seeks funding for items other than as shown in the Budget or seeks funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;

(c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the $8,500,000 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) Grantee made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;

(e) There is any pending litigation with respect to the performance by Grantee and/or BMQRA of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;

(f) Grantee has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been a violation of Sections 9.1, 9.4, or 9.5 (the prohibited interests provisions) of this Agreement;

(h) Grantee is in material violation, default, or breach of or under any provision of this Agreement;

(i) Grantee is in breach of any material representation or warranty contained in this Agreement;

(j) Grantee, BMQRA, and/or any federal, state, or local government, organization or agency providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(k) The Matching Funds are not being used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has failed to provide Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(l) With respect to previous fundings of the grant and payments under contracts, Grantee has failed to pay, or has failed to provide Triumph with evidence of payment of, the grant for the purposes of such funding. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, cancelled checks, wire transfer confirmations;

(m) Prior to the December 31, 2026, Completion Deadline for the Project as described below, Grantee and/or BMQRA has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee and/or BMQRA is rendered improbable, infeasible, impossible, or illegal;

(n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under $65,000 shall not be subject to approval under this Agreement;

(p) Intentionally omitted;

(q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has been increased or decreased by more than 5%; and/or the Matching Funds have decreased by more than 5%;

(r) Completion of the Project is not on schedule for completion by the Completion Deadline;

(s) Grantee has failed to maintain in full force and effect all insurance required under this Agreement;

(t) Grantee is not in compliance with all applicable environmental laws and regulations in accordance with this Agreement;

(u) Grantee is not in compliance with the competitive bidding requirements described above; and/or

(v) Grantee is not in compliance with the equal employment opportunity and other labor provisions as required by this Agreement.

5. Completion of the Project:

5.1 **General Requirements**. Grantee shall commence (or cause to be commenced), and complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. Grantee agrees to complete construction of the Facility by December 31, 2026 (the "**Completion Deadline**"). Notwithstanding the foregoing, the Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events. The term "*force majeure*" as used herein shall mean that which is beyond the control of Grantee, including, but not limited to, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of the state or any civil or military authority, insurrections, riots, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies, or any acts or omissions of third parties not under Grantee's control, and other such events or circumstances which are beyond the control of Grantee despite all reasonable efforts to prevent, avoid, delay, or mitigate such causes, and to include acts of God (such as pandemics or other public health emergencies (including any epidemic, pandemic, or disease outbreak (including the COVID-19 disease, variants and subvariants thereof, and similar diseases/viruses), lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts and adverse weather conditions).

5.2 **Total Project Cost**. The total cost of the Project is $49,100,000, of which (i) a match is being contributed in the amount of $40,600,000 shall be Matching Funds, and (ii) $8,500,000 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. To the extent that the actual cost of the Project exceeds $49,100,000, Grantee shall be solely responsible for such excess. Grantee shall monitor the Budget and submit an amended Budget to Triumph in the event that (a) the total cost of the Project decreases by greater than five percent (5%), (b) the total Budget decreases by greater than five percent (5%), and/or (c) the Budget decreases by greater than five percent (5%) within a particular Budget category. If Grantee proposes a decrease by greater than five percent (5%) as described above as compared to the most recently approved Budget, such proposal shall be submitted to Triumph in writing along with a proposed amended Budget, and Triumph shall have the right to approve or disapprove both the proposed Budget category decrease and the proposed amended Budget. If Grantee fails to obtain Triumph's approval, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f). Using the Grant, its own funds, and funds from other sources (including, but not limited to, the Matching Funds), Grantee agrees to bear the entire cost and expense of the Project, including but not limited to, all costs and all expenses in excess of the total estimated cost of the Project, it being expressly understood and agreed that the Grant shall operate only to pay, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses of the Project. Furthermore, Grantee shall ensure that the expenditure of all of the Matching Funds is as contemplated in the Budget; and agrees that its failure to do so shall be

deemed a material breach of this Agreement.

5.3 **Requirement to Provide Reports/Triumph Right to Inspect.** Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) costs incurred to date, (c) how BMQRA is progressing toward achieving the Performance Metrics, (d) Grantee's most recent audited financial statements with respect to the Project, (e) a completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (f) a completed Expense Itemization Sheet for each category of Grant funds previously disbursed and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (g) documentation evidencing the completion of the work to date, (h) copies of front and back of cancelled checks, (i) evidence that Grantee maintains the insurance required under Sections 5.4 and 5.10 hereof, and (j) such other documents as Triumph shall reasonably require in order to determine that the Grant funds previously disbursed and Matching Funds used to date are consistent with the purposes of the Grant. Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee and BMQRA, to access the Project and inspect any work being performed or as completed. Grantee shall also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project**.**

5.4 **Insurance**. Grantee shall keep and maintain or cause to be maintained casualty insurance on all improvements, fixtures, and equipment, that constitute the Project, the cost of which was in whole or in part funded using the Grant, but only to the extent that such equipment and improvements can in fact be insured. In the event of the loss of such equipment or improvements, Grantee shall either replace the improvements, fixtures, and equipment, or reimburse Triumph to the extent the Grant was used to purchase such improvements, fixtures, and equipment.

5.5 **Compliance with Applicable Laws, Including Environmental Regulations**. Grantee shall ensure that all clearances and permits required for the Project are obtained from the appropriate permitting authorities. Grantee covenants and agrees that the Project will be completed in conformance with all applicable federal, state and local statutes, rules and regulations, and standards, including, but not limited to, applicable environmental laws and regulations including the securing of any applicable permits. Grantee will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations.

5.6 **Plans and Specifications**. Until such time as the Performance Metrics have been achieved, Triumph shall have the right to review any plans and specifications for the Project and any material changes to said plans and specifications solely to confirm that the Project described in the plans and specifications is consistent with the project described in the Grant Application, such confirmation not to be unreasonably withheld, conditioned or delayed. Triumph shall have fifteen (15) days from each receipt of the plans and specifications or proposed material change to notify Grantee of its confirmation or denial that the Project described in the plans and specifications is consistent with the project described in the Grant Application. If Triumph issues a denial, such denial shall be in writing and shall state the specific manner in which the Project described by the plans and specifications is not consistent with the project described in the Grant Application. If Triumph fails to deliver such confirmation

or denial within such fifteen (15) day period, the plans and specifications or proposed material change shall be deemed confirmed by Triumph. If Grantee fails to obtain such confirmation as provided herein, that failure shall be sufficient cause for nonpayment by Triumph.

5.7 **Changes to Lease**. Once Triumph approves the Lease and until such time as the Performance Metrics have been achieved, Triumph shall have the right to review and approve any and all proposed Lease amendments, modifications, or other written changes thereto before Grantee executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed amendment, modification, waiver, or other change to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove within such fifteen (15) day period, the proposed amendment, modification, or other written change shall be deemed approved.

5.8 **Compliance with Consultants' Competitive Negotiation Act**. Grantee shall be deemed an "Agency" under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

5.9 **Grantee Responsible for Payments**. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, and to contractors under the contracts, and shall indemnify and hold Triumph harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any application submitted by Grantee to Triumph for funding of the Grant under this Agreement.

5.10 **Worker's Compensation Insurance**. Grantee shall carry or cause contractors under the contracts to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5.11 **Contractual Indemnities**. Grantee shall include, and shall cause BMQRA to include, the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, Grantee, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor/ consultant/ and its officers, agents or employees."

6. Representations and Warranties

(a) **Representations and Warranties of Triumph**: Triumph hereby makes the following representations and warranties to Grantee, each of which shall be

deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Grantee to enter into this Agreement, and in reliance on which Grantee has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which Triumph funds the Grant:

(i) **Organization, Power and Authority**. Triumph is a not for profit corporation and has all requisite power and authority to fund the Grant pursuant to the terms of this Agreement.

(ii) **Authorization and Binding Obligation**. Triumph has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Triumph. This Agreement has been duly executed and delivered by Triumph and, assuming the due authorization, execution, and delivery of this Agreement by Grantee, constitutes the legal, valid, and binding obligation of Triumph, enforceable against Grantee in accordance with its terms. This Agreement and the funding of the Grant by Triumph pursuant to the terms of this Agreement complies with applicable laws and regulations, including, without limitation, Sections 288.80 – 288.8018, Florida Statutes.

(iii) **No Violations**. The execution and delivery by Triumph of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of Triumph's corporate documents, or (ii) violate any applicable law or regulation.

(b) **Representations and Warranties of Grantee**: Grantee hereby makes the following representations and warranties to Triumph, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Triumph to enter into this Agreement, and in reliance on which Triumph has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which Grantee submits a Request for Funding, and as of the dates on which Grantee receives any funding of the Grant:

(i) **Organization; Power and Authority**. The City is a municipal corporation of the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted.

(ii) **Authorization and Binding Obligation**. Grantee has all necessary power

and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Grantee. This Agreement has been duly executed and delivered by Grantee and, assuming the due authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(iii) **No Violations**. The execution and delivery by Grantee of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of Grantee's charter or other corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither Grantee nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of Grantee, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither Grantee nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(iv) **No Material Adverse Change**. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the assets, operations or financial condition of Grantee, or the Project, in each case, since the date of the Grant Application.

(v) **Litigation; Compliance with Laws**. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental agency is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties

or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of Grantee, threatened by or against Grantee in, or with respect to any conduct in, the State of Florida. No permanent injunction, temporary restraining order or similar decree has been issued against Grantee which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. Neither Grantee, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to Grantee (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to Grantee), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to Grantee of any governmental agency, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(vi) **Express Representations and Warranties: No Material Misstatements**. All statements made by Grantee in the Grant Application were true, complete, and correct. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by Grantee to Triumph in connection with the Grant Application and/or the negotiation of this Agreement, or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(vii) **Matching Funds**. Grantee has obtained, or will obtain prior to requesting or receiving any Grant funds from Triumph, commitments for the Matching Funds to be used for the Project.

(viii) **Bonus or Commission**. Grantee has not paid, and agrees not to pay, any

bonus or commission for the purpose of obtaining an approval of the Grant Application or the entering into of this Agreement.

7. Accounting, Audits, and Records:

7.1 **Establishment and Maintenance of Accounting Records**. Grantee shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project, including, but not limited to, if applicable, payroll ledgers, state and federal payroll returns, and job descriptions, with respect to personnel used in connection with the Matching Funds. Such accounts are referred to herein collectively as the "**Project account**." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for five (5) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include Grantee's general accounting records and the Project records, together with supporting documents and records, of Grantee and all consultants performing work on the Project and all other records of Grantee and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.2 Audits. The administration of the Grant and any federal, state, or local resources awarded to Grantee shall be subject to audits and/or monitoring by Triumph, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and other state agencies, and by the federal government and agencies and representatives thereof. Without limiting the generality of the foregoing, Grantee shall comply with all audit and audit reporting requirements as specified below, and such requirements do not limit the authority of Triumph to conduct or arrange for the conduct of additional audits or evaluations of the Grant and federal, state, or local awards or funding, or limit the authority of Triumph or any state or federal official.

(a) In addition to reviews of audits conducted in accordance with Chapter 218, Florida Statutes, monitoring procedures to monitor Grantee's use of the Grant may include but not be limited to on-site visits by Triumph and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to the Grant awarded by Triumph by this Agreement. By entering into this Agreement, Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Triumph, the Florida Department of Financial Services (DFS), or the State of Florida Auditor General.

(b) Grantee may be subject to the following requirements:

(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Within ten (10) days of Grantee's receipt, Grantee shall submit a copy of the audit to Triumph at the address set forth in Section 10.11 below;

(ii) Upon receipt, and within six months, Triumph may review Grantee's corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the Grant provided through Triumph by this Agreement. If Grantee fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective actions to enforce compliance.

(iii) As a condition of receiving the Grant, Grantee shall permit Triumph, or its designee, DFS or the Auditor General access to Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(iv) Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued and shall allow Triumph, or its designee, DFS or State of Florida Auditor General access to such records upon request. Grantee shall ensure that the audit working papers are made available to Triumph, or its designee, DFS or State of Florida Auditor General upon request for a period of five (5) years from the date the audit report is issued unless extended in writing by Triumph.

7.3 Public Records. The parties acknowledge that each are public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either party receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, that party shall provide written notice to the other party of such request as soon as practicable after that party's receipt of such request. If either party submits records to the other party that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075 (3) of the Florida Statues or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statues, such records should be marked accordingly by the submitting party prior to submittal to the other party. In the event that either party's claim of exemption asserted in response to the submitting party's assertion of confidentiality is challenged in a court of law, the submitting party shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 8 below) and Performance Metrics under Section 8.3 below shall be deemed "public records" under

Section 119.011 of the Florida Statutes.

8. Termination or Suspension of Project/Breach of Agreement/Failure to Achieve Performance Metrics/Clawback of Grant:

8.1 Termination, Suspension, or Expiration of Project. If Grantee abandons, suspends, or discontinues the Project, or fails to complete improvement of the Facility by the Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee, to (i) suspend any further fundings of the Grant and/or any or all of Triumph's other obligations under this Agreement until such time as the event or condition resulting in such abandonment, suspension, or discontinuation has ceased or been corrected, and/or (ii) revoke and terminate the Grant. If Triumph issues a final termination or revocation notice resulting from Grantee's default, abandonment, or discontinuance of the Project, then in accordance with Section 8.4 below Grantee shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

8.2 Breach of Agreement.

(a) In the event Grantee shall (i) have made any misrepresentation of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement, (ii) have breached a representation or warranty of a material nature made in this Agreement, and/or (iii) have materially breached, violated, or defaulted under any of its obligations under this Agreement, and Grantee fails to cure such misrepresentation, breach, violation or default within thirty (30) days after notice from Triumph to Grantee specifying the facts constituting such misrepresentation, breach, violation or default, or if the misrepresentation, violation, breach or default is not reasonably capable of being cured within such thirty (30) day period, then for such longer period of time as long as Grantee is diligently prosecuting the cure of such default, then in accordance with Section 8.4 below Grantee shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

(b) In the event Triumph shall (i) have breached a representation or warranty of a material nature made in this Agreement, and/or (ii) have materially breached, violated, or defaulted under any of its obligations under this Agreement, and Triumph fails to cure such misrepresentation, breach, violation or default within thirty (30) days after notice from Grantee to Triumph specifying the facts constituting such misrepresentation, breach, violation or default, or if the misrepresentation, violation, breach or default is not reasonably capable of being cured within such thirty (30) day period, then for such longer period of time as long as Triumph is diligently prosecuting the cure of such default, Grantee shall

have all remedies available at law and in equity.

8.3 Performance Metrics. In the event both of the following performance metrics (the "**Performance Metrics**") set forth in subparagraphs (a) and (b) below are not achieved, then Grantee shall pay to Triumph the Performance Metric Clawback Amounts under Section 8.4 below:

(a) **Performance Metric #1:** By the date (the "**Ramp-Up Deadline**") which is the earlier of (i) three (3) years after the date that the construction of the improvements for the Facility have been substantially completed as evidenced by a certificate of occupancy or other reasonable evidence, or (ii) by December 31, 2029, BMQRA will have created at least 150 New Jobs (as defined below) and the Port of Pensacola will have created at least 20 New Jobs; and

(b) **Performance Metric #2:** All of the 170 New Jobs shall have been maintained for at least four (4) years after the Ramp-Up Deadline.

As used herein, a "**New Job**" shall mean a job at the Port of Pensacola that (a) has an average annual wage of not less than One Hundred Five Thousand Dollars ($105,000), (b) was created after June 22, 2023, (c) could not be sustained absent the availability of the Facility, and (d) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week. Jobs are not considered New Jobs if they are (A) moved from one business or government entity to another business or government entity within the State of Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s); or (B) temporary construction jobs involved with the construction of the Facility, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

The calculation of the number of New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

At any time and from time to time, upon written request by Triumph, Grantee shall, and shall cause BMQRA to, within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, "**Back-up Data**") as Triumph reasonably requires in order to determine whether BMQRA achieved any or all of the above Performance Metrics. Grantee's refusal or failure to timely provide, or cause to be provided, any requested Back-up Data shall be deemed Grantee's failure to timely achieve the above Performance Metrics. Notwithstanding the foregoing, so long as Grantee is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to

any Back-up Data needed to be obtained from third parties.

8.4 Clawback of Grant under Sections 8.1, 8.2, and 8.3. Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, which are not cured by Grantee pursuant to the terms thereof, then Grantee shall pay to Triumph, within thirty (30) days of demand therefor, all amounts of the Grant that were theretofore funded, plus interest as described below. In the event the Performance Metrics are not timely achieved as described above, then, upon written demand by Triumph (the "**Demand Notice**"), Grantee shall repay to Triumph an amount of the Grant proportional to the jobs shortfall, based on $50,000 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (169 jobs created or maintained instead of 170), then the amount owed would be $50,000 (1 x $50,000), and if there is a shortfall of 25 jobs (145 jobs created or maintained instead of 170), then the amount owed would be $1,250,000 (25 x $50,000). The $50,000 per job amount is determined by dividing the $8,500,000 Grant amount by the 170 promised jobs. All amounts owed shall be repaid with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing ten (10) days after delivery of the Demand Notice and shall continue to accrue until the amount demanded is repaid in full. The amount due, including any interest thereon, is referred to herein as the "**Clawback Amount.**"

Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any Clawback Amount due if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of the Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metrics were not achieved due to negative economic conditions beyond BMQRA's and Grantee's reasonable control, (iii) BMQRA and Grantee made a good faith effort to achieve the Performance Metrics, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected the Grantee's ability to achieve the Performance Metrics.

8.5 Maximum Clawback Amount. In no event shall the total amount clawed back under Section 8.4 above exceed the total amount of the Grant actually funded to Grantee, plus interest as described herein and attorneys' fees and costs incurred by Triumph in connection with enforcing this Agreement. Grantee and Triumph acknowledge and agree that any amounts clawed back under Section 8.4 above are intended as a repayment of Grant funds conditionally funded to Grantee and are due and payable to Triumph as a result of the occurrence of any of the events described in Sections 8.1, 8.2, or 8.3 above. Such amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, Grantee and Triumph agree that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine, (iii) Triumph would not have a convenient and adequate alternative to the liquidated damages, (iv) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (v) Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

9. Other Covenants, Restrictions, Prohibitions, Controls, and Labor Provisions:

9.1 No Lobbying/Gifts. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, Grantee shall use no portion of the Grant for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, any state agency, or Triumph. Grantee shall not, in connection with this or any other agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Triumph or State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Triumph or State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Triumph or any authorized State official, Grantee shall provide any type of information Triumph or such official deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement.

9.2 **Costs of Investigations**. Grantee shall reimburse Triumph for the reasonable costs of investigation incurred by the Auditor General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

9.3 Equal Employment Opportunity/Labor Laws. In connection with the carrying out of the Project, Grantee shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. In addition, Grantee shall comply with all other applicable labor and employment laws and regulations, including, but not limited to, wage and hour and workplace safety laws and regulations.

9.4 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, Grantee shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of Grantee, or any entity of which the officer, director or employee or the officer's, director s or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

(a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

(b) Grantee shall not enter into any contract or arrangement in

connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before Grantee by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of Grantee.

(c) The provisions of this subsection shall not be applicable to any agreement between Grantee and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between Grantee and an agency of state government.

9.5 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or member of the State of Florida legislature, or any director, staff member, or consultant of Triumph, shall be permitted to share in or be a part of this Agreement or any benefit arising hereunder.

9.6 **Grant Funds**. Grantee acknowledges and agrees that the funds for the Grant are not and shall not be deemed a general obligation of the State of Florida, nor is the Grant or this Agreement backed by the full faith and credit of the State of Florida. Triumph's obligation to fund the Grant or any portion thereof is expressly contingent upon Triumph having sufficient funds on hand to fund the Grant. If for any reason such funds are not retained by Triumph, are depleted, are frozen or sequestered, or are in any manner unavailable for full or partial funding to Grantee and/or other awardees of grants, Triumph shall not be obligated to make fundings hereunder and shall therefore not be deemed to be in breach of this Agreement. To the extent some funds are available to for funding to Grantee and other awardees of grants, Triumph shall allocate such funds among Grantee and such other awardees in such amounts as it shall determine in its sole and absolute discretion and shall not be deemed to be in breach of this Agreement for failure to fully fund the Grant.

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than Grantee. Without limiting the generality of the foregoing, no person or entity providing other funding to the Project (other than Grantee), nor any vendor, contractor, subcontractor, or materialman, shall be a third-party beneficiary under this Agreement.

10.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment to Grantee constitute or be construed as a waiver by Triumph of any breach of covenant or any default which may then exist, on the part of Grantee, and the making of such payment by Triumph while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to Triumph with respect to such breach or default.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

10.4 Contractual Indemnity. To the extent permitted by Section 768.28, Florida Statues, Grantee shall indemnify, defend, and hold harmless Triumph and all of its officers, agents,

and employees from any claim, loss, damage, cost, charge, or expense arising out of any willful misconduct or grossly negligent act by Grantee, its agents, or employees, during the performance of this Agreement, except that neither Grantee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Triumph or any of its officers, agents, or employees during the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver by Grantee of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes. When Triumph receives a notice of claim for damages that may have been caused by the gross negligence or willful misconduct of Grantee in the performance of services required under this Agreement, Triumph will immediately forward the claim to Grantee. Grantee and Triumph will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Triumph will determine whether to require the participation of Grantee in the defense of the claim or to require that Grantee defend Triumph in such claim as described in this Section 10.4. Triumph and Grantee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial. Triumph may, in addition to other remedies available to it at law or equity and upon notice to Grantee, retain such monies from Grant amounts due Grantee hereunder as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. Notwithstanding anything to the contrary herein, should it be determined that Grantee was not responsible for the claim, loss, damage, cost, charge, or expense for which Triumph asserted its rights under this Section, Triumph shall immediately reimburse Grantee for its costs incurred pursuant to this Section.

10.5 Limitations of Liability. Neither Grantee nor Triumph shall be liable to the other for any special, indirect, punitive, or consequential damages, even if the other party has been advised that such damages are possible. Neither Grantee nor Triumph shall be liable for lost profits, lost revenue, or lost institutional operating savings. In addition, Triumph shall not assume or incur any liability related to its approval or deemed approval of any contractor, any contract, any plans or specifications for the Project, or any other matter for which Triumph has the right or obligation to review and/or approve under this Agreement.

10.6 Non-Assignment. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times without the consent of Grantee be entitled to assign or transfer its rights, duties, or obligations under this Agreement to any other person or entity, or to another governmental entity in the State of Florida, upon giving prior written notice to Grantee. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio.* Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio.*

10.7 Intentionally Omitted.

10.8 Construction; Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement”

means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.9 **Preservation of Remedies; Severability**. No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

10.10 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the parties hereto with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.11 Notices. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set

forth below, unless another address has been previously specified in writing in accordance with this Section 10.11:

If to Triumph:	**If to Grantee:**
Triumph Gulf Coast, Inc. P.O. Box 12007 Tallahassee, FL 32317 Attention: Executive Director	City of Pensacola 222 West Main Street Pensacola, FL 32502 Attention: City Attorney

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE'S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

10.12 Attorney's Fees. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

10.13 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

10.14 Governing Law. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Escambia. The parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

10.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed as of the day and year first above written.

GRANTEE:

CITY OF PENSACOLA, a Florida municipal corporation

By:_____
Print Name:_____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

TRIUMPH:

TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation

By:_____
Print Name:_____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

ATTEST:

By: _____
Print Name: _____
Title: Secretary

Effective Date: _____, 2023

A5030493.DOCX

EXHIBIT “A” BUDGET

[see attached]

Exhibit A
American Magic at the Port of Pensacola .
Project 315

Oct-23

		Design, Construction and Equipment	Existing Building	Total
Please change year # to actual year				
Project Total				
	pre2022-2022	-	3,200,000.00	3,200,000.00
	2023	1,500,000.00	-	1,500,000.00
	2024	8,500,000.00	-	8,500,000.00
	2025	35,900,000.00	-	35,900,000.00
Calendar Year 5		-	-	-
Calendar Year 6		-	-	-
Calendar Year 7		-	-	-
Calendar Year 8		-	-	-
Calendar Year 9		-	-	-
Calendar Year 10		-	-	-
Calendar Year 11		-	-	-
Calendar Year 12		-	-	-
Project Total		45,900,000.00	3,200,000.00	49,100,000.00
Triumph				
	pre2022-2022			-
	2023			-
	2024	6,500,000.00		6,500,000.00
	2025	2,000,000.00		2,000,000.00
Calendar Year 5				-
Calendar Year 6				-
Calendar Year 7				-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Triumph Total		8,500,000.00	-	8,500,000.00
Grantee				
	pre2022-2022		3,200,000.00	3,200,000.00
	2023	1,500,000.00		1,500,000.00
	2024	2,000,000.00		2,000,000.00
	2025	1,900,000.00		1,900,000.00
Calendar Year 5				-
Calendar Year 6				-
Calendar Year 7				-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Grantee Total		5,400,000.00	3,200,000.00	8,600,000.00

American Magic Capital Investment				
	pre2022-2022			-
	2023			-
	2024			-
	2025	32,000,000.00		32,000,000.00
Calendar Year 5				-
Calendar Year 6				-
Calendar Year 7				-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Match Source 1 Total		32,000,000.00	-	32,000,000.00

EXHIBIT "B"

Form of

Request for Funding of Grant

(City of Pensacola /American Magic Project #315)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 4.2 of that certain Grant Award Agreement dated _____, 2022 (the "Agreement"), by and between the City of Pensacola ("Grantee") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

1. Amount of Grant Funding Requested Hereby for this Category: $_____

2. (a) Grant Amount for this Category (Budget Amount): $_____

   (b) Less Amounts Previously Received in this Category: $_____

   (c) Less This Requested Amount (Note: the: amount requested here MUST match the amount on the Expense Itemization Sheet) $_____

   (d) Remaining Funds of Category to be Awarded: $_____

3. Attached hereto are (1) a true, correct, and complete Expense Itemization Sheet, together with true, correct, and complete copies of the receipts, invoices and other supporting documentation referenced therein, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3)

evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.

4. None of the amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.

5. None of the contracts under which amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.

6. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:

(a) All of the conditions and contingencies described in Section 3 of the Agreement have been satisfied and there is no missing or incomplete documentation;

(b) The Request for Funding does not seek funding for items other than as shown in the Budget and does not seek funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;

(c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, does not exceed the $8,500,000 maximum amount of the Grant; the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, does not exceed the maximum amount allocated to such Budget category; and Grantee has used all Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) Grantee has not made any misrepresentation or omission of a material nature in the Grant Application, or in any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;

(e) There is no pending litigation with respect to the performance by Grantee and/or New York City Yacht Club's Bella Mente Quantum Racing Association ("**BMQRA**") of any of their respective duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;

(f) Grantee has not taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There have been no violations of Sections 9.1, 9.4, or 9.5 (the prohibited interests provisions) of the Agreement;

(h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee has not breached any material representation or warranty contained in the Agreement;

(j) Neither Grantee nor BMQR, nor any federal, state, or local government, organization or agency providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(k) The Matching Funds are being used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee has provided Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(l) With respect to previous fundings of the grant and payments under contracts, Grantee has paid and provided Triumph with evidence of payment of, the grant for the purposes of such funding;

(m) Neither Grantee has abandoned or discontinued the Project, and the commencement, prosecution, and timely completion of the Project by Grantee has not been rendered improbable, infeasible, impossible, or illegal;

(n) No portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) None of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph;

(p) Intentionally omitted;

(q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has not been increased or decreased by more than 5%; and/or the Matching Funds have not decreased by more than 5%;

(r) Completion of the Project is on schedule for completion by the Completion Deadline;

(s) Grantee has maintained in full force and effect all insurance required under this Agreement;

(t) Grantee is in compliance with all applicable environmental laws and regulations in accordance with the Agreement;

(u) Grantee is in compliance with the competitive bidding requirements described in the Agreement; and/or

(v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by the Agreement.

The undersigned, in his/her capacity as _____ of Grantee, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the purposes of the Grant.

Date: _____

_____

Print Name: _____

EXHIBIT "C"

SmartSheet Authorized Users

Date _____

Name Title Email address User Type (check one)*

1.

___ View Only

___ Edit

2.

___ View Only

___ Edit

Future changes to Authorized Users of SmartSheet (additions and deletions) must be delivered via a revised Exhibit "C" uploaded to SmartSheet and via email to the Program Administrator.

*User Types:

View Only – users with view only rights will be able to click and read all attachments and notes but will not be able to comment, upload or edit documents.

Edit - users with Edit rights will be able to upload documents and make notes/comment in the sheet.

PLEASE NOTE: IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE'S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00611 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FISCAL YEAR 2023 DEFENSE COMMUNITY INFRASTRUCTURE PILOT (DCIP) PROGRAM

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of a Defense Community Infrastructure Pilot Program Grant in the amount of $4,952,000 to provide funding for construction of an Aircraft Parking Apron, upon award of the grant. Further, that City Council authorize the Mayor to take the actions necessary relating to the acceptance, execution, and administration of the grant, consistent with the terms of the agreement 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 International Airport (Airport) submitted a pre-application to the Office of Local Defense Community Cooperation (OLDCC) to provide funding for construction of an Aircraft Parking Apron under their Defense Community Infrastructure Pilot Program (DCIP). The proposed project includes constructing a 260' x 415' Aircraft Apron south of the existing asphalt FBO ramp. The aircraft parking apron will include tie-down spaces, taxilane pavement markings, and airfield lighting.

The Airport has already been awarded a Florida Department of Transportation (FDOT) grant which provides funding for the apron's National Environment Policy Act (NEPA) documentation. Design is being performed under a previously approved master services agreement.

On August 8, 2023, the Airport received notification that the pre-award application in the amount of $4,952,000 was selected for funding. In the letter, the Airport was invited to submit a grant application by August 25, 2023 and upon approval from grantor, the grant award is required to be signed by September 22, 2023. Due to the current City Council meeting schedule and the quick turnaround time between the time the grant is awarded and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to execute the acceptance based on the pre-award notification letter.

PRIOR ACTION:

August 18, 2022 - City Council adopted Resolution 2022-079 authorizing the Mayor to coordinate with FDOT to reallocate funding from grant 420300-4 Taxiway D Upgrade - Design to grant 420300-6 Corporate Apron Expansion - NEPA.

October 13, 2022 - City Council approved resolution 2022-097 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 420300-6-94-01 with FDOT for the Corporate Apron Area Expansion National Environment Policy Act (NEPA) documentation.

October 13, 2022 - City Council approve the acceptance of the Public Transportation Grant Agreement No. 420300-6-94-01 in the amount of $95,000 to provide partial funding for the Corporate Apron Area Expansion National Environment Policy Act (NEPA) documentation.

FUNDING:

Budget:	$ 4,952,000	DCIP Grant
	$ 4,952,000	
Actual:	$ 4,952,000	Aircraft Parking Apron Construction
	$ 4,952,000	

FINANCIAL IMPACT:

The estimated grant award for the FY 23 Defense Community Infrastructure Pilot Program Grant is $4,952,000, based on the approval of the Airport's pre-award application. 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.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1) Pre-award Letter
2) Supplemental Budget Resolution No. 2023-057
3) Supplemental Budget Explanation No. 2023-057

PRESENTATION: No

OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION
2231 CRYSTAL DRIVE, SUITE 520
ARLINGTON, VA 22202-3711

Matthew Coughlin
Airport Director
City of Pensacola
222 West Main Street
Pensacola, FL 32502-5743

AUG 0 8 2023

Dear Director Coughlin:

In response to your proposal for a Military Aircraft Parking Apron project in support of Naval Air Station Pensacola under the Fiscal Year 2023 Defense Community Infrastructure Pilot Program, this correspondence formally invites the City of Pensacola to make an application for grant funding of not more than $4,952,000 in Federal funding, for a total $4,952,000 project with the Office of Local Defense Community Cooperation on or before 5 p.m. PDT on Friday, August 25, 2023.

This invitation reflects the ranking your proposal received from the Defense Community Infrastructure Pilot Program Review Panel as well as the amount of appropriations available for this program. It is imperative for this application to remain materially consistent with the scope and funding of the proposal you provided in response to the March 24, 2023, Defense Community Infrastructure Pilot Program Notice of Funding Opportunity, including the scope, construction-ready status, validation of cost estimates, and status of funding sources. If the City of Pensacola is unable to submit a grant application, or if we determine the submitted application materially differs from the proposal that was considered and ranked by the Review Panel, this invitation may be revoked.

A complete grant application by the above date ensures we can perform our due diligence to ensure the project being funded is reasonable, allowable, and allocable, and issue an award to be countersigned no later September 22, 2023, to ensure the complete obligation of funding available for this program.

To assist with this application and to carry out the proposed infrastructure enhancement, Mauricio Castro is available to assist you as your Project Manager at jose.m.castro81.civ@mail.mil or (202) 308-3886. We look forward to working with the City of Pensacola to enable the completion of this important project.

Sincerely,

Patrick J. O'Brien
Director

RESOLUTION
NO. 2023-057

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	25,876,780
To:		
Reads	Federal Grants	30,828,780
As Reads	Capital Outlay	183,174,758
To:		
Reads	Capital Outlay	188,126,758

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

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - FY 2023 DEFENSE COMMUNITY INFRASTRUCTURE PILOT(DCIP)PROGRAM- RES NO. 2023-057

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	4,952,000	Increase Appropriation for Fedral Grants - FY 2023 Defense Community Infrastructure Pilot (DCIP) Program
Total Revenues	4,952,000	
Appropriations		
Capital Outlay	4,952,000	Increase appropriation for Capital Outlay
Total Appropriations	4,952,000	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-057 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-057 - PENSACOLA INTERNATIONAL AIRPORT - FISCAL YEAR 2023 DEFENSE COMMUNITY INFRASTRUCTURE PILOT (DCIP) PROGRAM

RECOMMENDATION:

That City Council Adopt Supplemental Budget Resolution No. 2023-057.

> A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola International Airport (Airport) submitted a pre-application to the Office of Local Defense Community Cooperation (OLDCC) to provide funding for construction of an Aircraft Parking Apron under their Defense Community Infrastructure Pilot Program (DCIP). The proposed project includes constructing a 260' x 415' Aircraft Apron south of the existing asphalt FBO ramp. The aircraft parking apron will include tie-down spaces, taxilane pavement markings, and airfield lighting.

The Airport has already been awarded a Florida Department of Transportation (FDOT) grant which provides funding for the apron's National Environment Policy Act (NEPA) documentation. Design is being performed under a previously approved master services agreement.

On August 8, 2023, the Airport received notification that the pre-award application in the amount of $4,952,000 was selected for funding. In the letter, the Airport was invited to submit a grant application by August 25, 2023 and upon approval from grantor, the grant award is required to be signed by September 22, 2023. Due to the current City Council meeting schedule and the quick turnaround time between the time the grant is awarded and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to execute the acceptance based on the pre-award notification letter.

PRIOR ACTION:

August 18, 2022 - City Council adopted Resolution 2022-079 authorizing the Mayor to coordinate with FDOT to reallocate funding from grant 420300-4 Taxiway D Upgrade - Design to grant 420300-6 Corporate Apron Expansion - NEPA.

October 13, 2022 - City Council approved resolution 2022-097 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 420300-6-94-01 with FDOT for the Corporate Apron Area Expansion National Environment Policy Act (NEPA) documentation.

October 13, 2022 - City Council approve the acceptance of the Public Transportation Grant Agreement No. 420300-6-94-01 in the amount of $95,000 to provide partial funding for the Corporate Apron Area Expansion National Environment Policy Act (NEPA) documentation.

FUNDING:

Budget:	$ 4,952,000	DCIP Grant
	$ 4,952,000	
Actual:	$ 4,952,000	Aircraft Parking Apron Construction
	$ 4,952,000	

FINANCIAL IMPACT:

The estimated grant award for the FY 23 Defense Community Infrastructure Pilot Program Grant is $4,952,000, based on the approval of the Airport's pre-award application. 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.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2023-057
2) Supplemental Budget Explanation No. 2023-057
3) Pre-award Letter

PRESENTATION: No

RESOLUTION
NO. 2023-057

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	25,876,780
To:		
Reads	Federal Grants	30,828,780
As Reads	Capital Outlay	183,174,758
To:		
Reads	Capital Outlay	188,126,758

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

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - FY 2023 DEFENSE COMMUNITY INFRASTRUCTURE PILOT(DCIP)PROGRAM- RES NO. 2023-057

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	4,952,000	Increase Appropriation for Fedral Grants - FY 2023 Defense Community Infrastructure Pilot (DCIP) Program
Total Revenues	4,952,000	
Appropriations		
Capital Outlay	4,952,000	Increase appropriation for Capital Outlay
Total Appropriations	4,952,000	

OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION
2231 CRYSTAL DRIVE, SUITE 520
ARLINGTON, VA 22202-3711

Matthew Coughlin
Airport Director
City of Pensacola
222 West Main Street
Pensacola, FL 32502-5743

AUG 0 8 2023

Dear Director Coughlin:

In response to your proposal for a Military Aircraft Parking Apron project in support of Naval Air Station Pensacola under the Fiscal Year 2023 Defense Community Infrastructure Pilot Program, this correspondence formally invites the City of Pensacola to make an application for grant funding of not more than $4,952,000 in Federal funding, for a total $4,952,000 project with the Office of Local Defense Community Cooperation on or before 5 p.m. PDT on Friday, August 25, 2023.

This invitation reflects the ranking your proposal received from the Defense Community Infrastructure Pilot Program Review Panel as well as the amount of appropriations available for this program. It is imperative for this application to remain materially consistent with the scope and funding of the proposal you provided in response to the March 24, 2023, Defense Community Infrastructure Pilot Program Notice of Funding Opportunity, including the scope, construction-ready status, validation of cost estimates, and status of funding sources. If the City of Pensacola is unable to submit a grant application, or if we determine the submitted application materially differs from the proposal that was considered and ranked by the Review Panel, this invitation may be revoked.

A complete grant application by the above date ensures we can perform our due diligence to ensure the project being funded is reasonable, allowable, and allocable, and issue an award to be countersigned no later September 22, 2023, to ensure the complete obligation of funding available for this program.

To assist with this application and to carry out the proposed infrastructure enhancement, Mauricio Castro is available to assist you as your Project Manager at jose.m.castro81.civ@mail.mil or (202) 308-3886. We look forward to working with the City of Pensacola to enable the completion of this important project.

Sincerely,

Patrick J. O'Brien
Director

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-058 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2023-058 SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TEMPORARY ROAD CLOSURE - SR 30 (US 98) GREGORY STREET FROM PALAFOX STREET TO EAST OF 14TH AVENUE

RECOMMENDATION:

That City Council adopt Resolution No. 2023-058.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 30 (US 98) GREGORY STREET FROM PALAFOX STREET TO EAST OF 14TH AVENUE, FPID 434678-1-52-01.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation (FDOT) is requesting a resolution of support to approve the temporary road closure for sections of Gregory Street. The closure is anticipated to last for four days during the resurfacing project, barring unforeseen circumstances, where individual sections of Gregory Street will be re-routed to surrounding streets. Specifically, from Palafox Street to Tarragona Street, then from Gregory Street at the I-110 Ramp, followed by East of 14th Avenue to 17th Avenue. There will be a detour via City streets, which is identified in the attached Temporary Traffic Control Plan.

In Fiscal Year 2024, the FDOT proposes to undertake and complete a resurfacing, restoration, and rehabilitation project on State Road (SR) 30 (US 98) Gregory Street from Palafox Street to east of 14 th Avenue.

PRIOR ACTION:

None.

FUNDING:

Budget: $ N/A

Actual: $ N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/22/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works and Facilities

ATTACHMENTS:

1) Resolution No. 23-058

PRESENTATION: No

RESOLUTION
NO. 2023-058

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF ST 30 (US 98) GREGORY STREET FROM PALAFOX STREET TO EAST OF 14TH AVENUE, FPID 434678-1-52-01.

WHEREAS, in Fiscal Year 2024, the Florida Department of Transportation, (hereinafter referred to as the "DEPARTMENT") proposes to undertake and complete a resurfacing, restoration, and rehabilitation project on State Road (SR) 30 (US 98) Gregory Street in Escambia County, Florida, FPID Number 434678-1-52-01 (hereinafter referred to as the "Project");

WHEREAS, the City Council of the City of Pensacola supports the DEPARTMENT'S efforts in these regards;

WHEREAS, it is necessary that sections of SR 30 (US 98) Gregory Street, be temporarily closed for an approximate duration of four (4) days and there will be a detour available (identified in the attached Exhibit A, Pages 1 - 3) to successfully complete the PROJECT;

WHEREAS, said road closure will reduce construction time and costs, minimize impacts to the traveling public, and minimize construction easements;

WHEREAS, said road closure will be performed in accordance with the Construction Plans dated June 2023, including any updates and/or revisions thereof as exist on file with the DEPARTMENT for this PROJECT (the "PLANS"), which are herein incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, THAT:

Section 1. The above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. The City Council does hereby authorize the DEPARTMENT to temporarily close SR 30 (US 98) Gregory Street in accordance with the PLANS.

Section 3. The City Council does here by confirm that the City of Pensacola will continue to maintain City-owned detour roads during construction of the PROJECT.

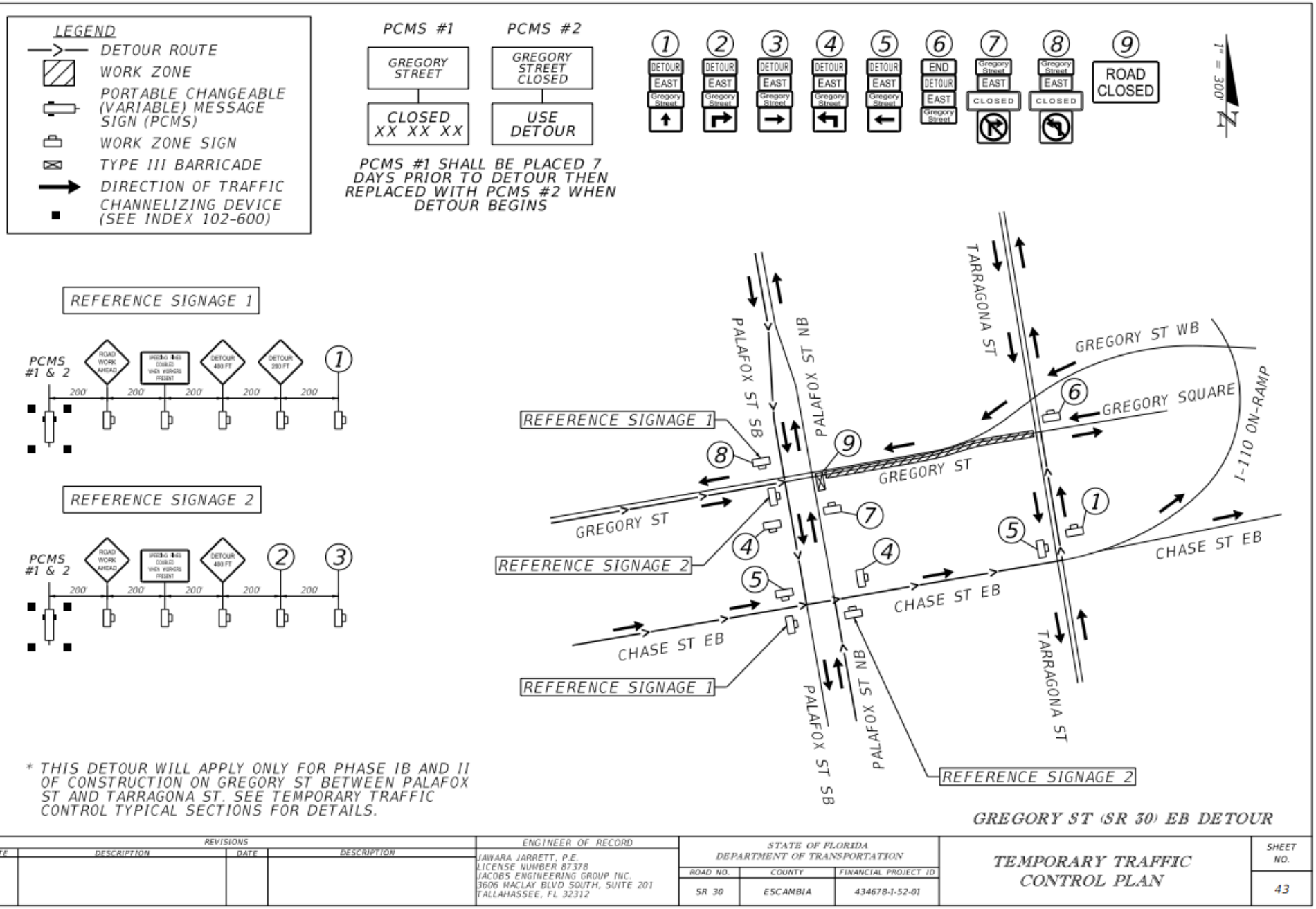
Section 4. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola. A certified copy of this Resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

Adopted: _____

Approved: _____
President of City Council

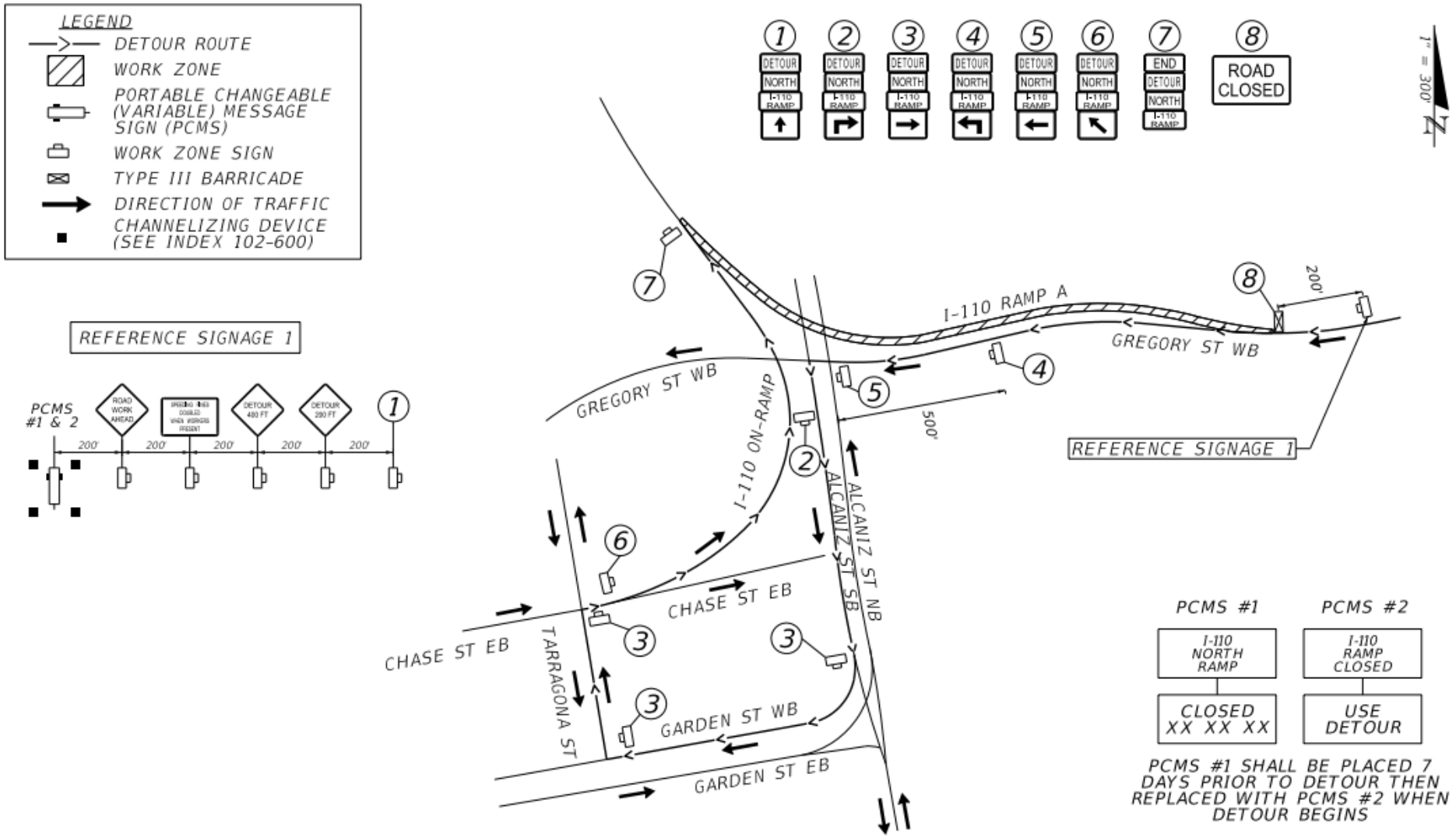
ATTEST:

_____
City Clerk



REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		43
					SR 30	ESCAMBIA	434678-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



* THIS DETOUR WILL APPLY ONLY FOR PHASE IB AND II OF CONSTRUCTION ON I-110 NORTH BOUND ON RAMP (RAMP A). SEE TEMPORARY TRAFFIC CONTROL TYPICAL SECTIONS FOR DETAILS.

I-110 (SR 8A) RAMP A DETOUR

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	TEMPORARY TRAFFIC CONTROL PLAN	44
					SR 30	ESCAMBIA	434678-1-52-01		

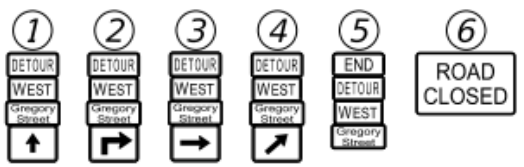
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND

- DETOUR ROUTE
- WORK ZONE
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN (PCMS)
- WORK ZONE SIGN
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC
- CHANNELIZING DEVICE (SEE INDEX 102-600)

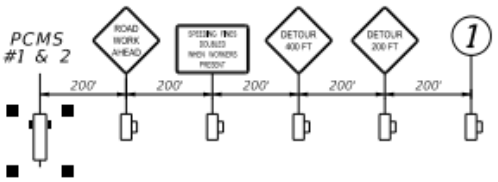
PCMS #1	PCMS #2
GREGORY STREET	GREGORY STREET CLOSED
CLOSED XX XX XX	USE DETOUR

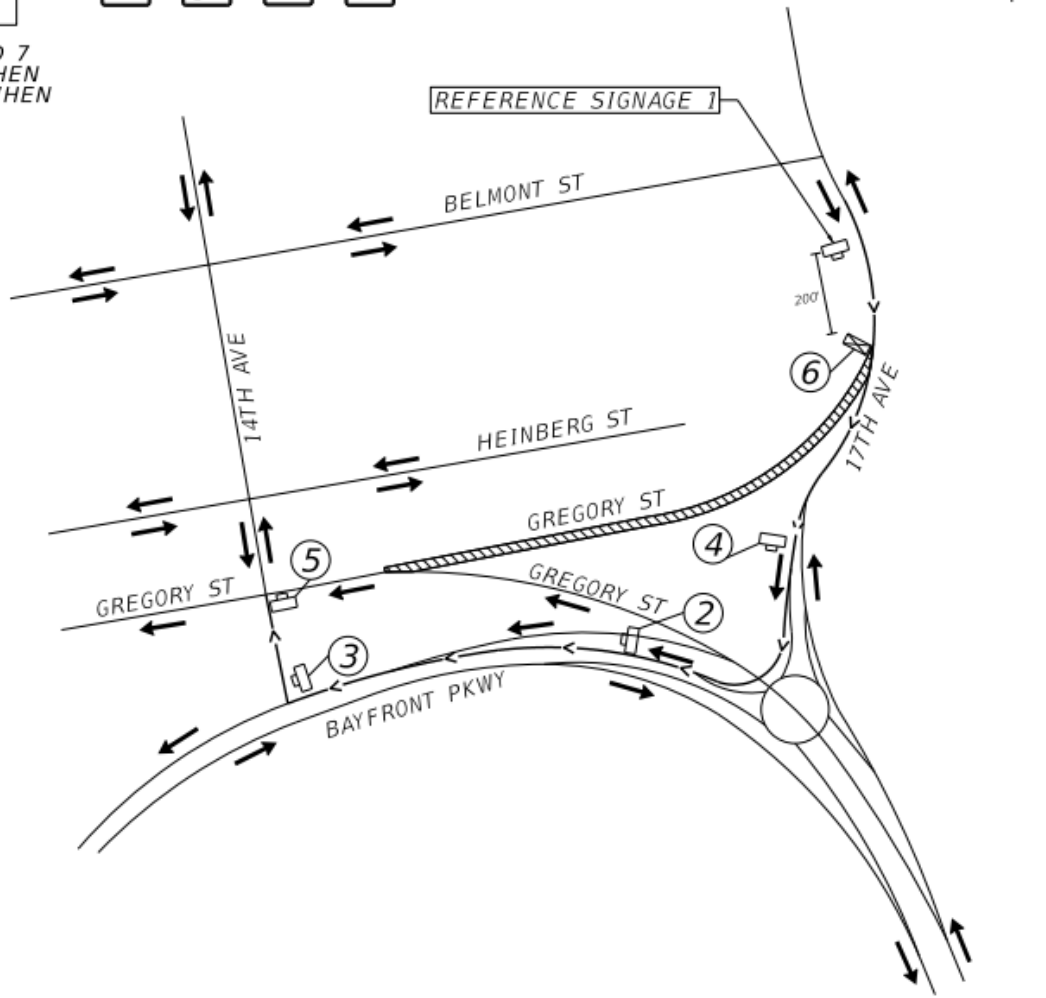
PCMS #1 SHALL BE PLACED 7 DAYS PRIOR TO DETOUR THEN REPLACED WITH PCMS #2 WHEN DETOUR BEGINS





REFERENCE SIGNAGE 1





* THIS DETOUR WILL APPLY ONLY FOR PHASE IA AND II OF CONSTRUCTION ON GREGORY. SEE TEMPORARY TRAFFIC CONTROL TYPICAL SECTIONS FOR DETAILS.

SR 30 (US 98) GREGORY ST WB ENTRANCE DETOUR

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		45
					SR 30	ESCAMBIA	434678-1-52-01		

7/31/2023 2:32:31 PM Lindsay.Khumalo@jacobs.com
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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-063 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-063 - APPROPRIATING FUNDING FOR GENERATOR AT FIRE STATION 4

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-063.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council is being requested to adopt a supplemental budget resolution to recognize insurance proceeds in the amount of $46,179 received from Liberty Mutual Insurance for the damage of the generator at fire station 4.

PRIOR ACTION:

None

FUNDING:

Budget: $ 46,179

Actual: $ 46,179

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate insurance proceeds into LOST IV - Replacement Generator at Fire Station 4.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/21/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2023-063
2) Supplemental Budget Explanation No. 2023-063

PRESENTATION: No

RESOLUTION
NO. 2023-063

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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. LOCAL OPTION SALES TAX FUND

To:	Other Misc. Revenue - Generator at Fire Station 4	46,179
As Reads:	Capital Outlay	21,496,028
Amended To Read:	Capital Outlay	21,542,207

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

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATE FUNDING FOR GENERATOR AT FIRE STATION 4 - LOST IV- EXPLANATION NO. 2023-063

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Other Misc. Revenues	46,179	Appropriate estimated Revenue - Insurance Proceeds for Generator at Fire Station 4
Total Revenues	46,179	
Appropriations		
Capital Outlay - Generator at Fire Station 4	46,179	Appropriate Funding for Capital Outlay - Generator at Fire Station 4
Total Appropriations	46,179	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-064 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-064 - AUTHORIZING THE USE OF LOST IV FUNDING FOR SAFETY IMPROVEMENTS AROUND THE 17TH AVENUE TRAIN TRESTLE, WAYSIDE PARK AND BAYOU TEXAR

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2023-064:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of the reallocation of funds is to create one funding source, for multiple projects, that are located within this small footprint of the 17th Avenue Train Trestle, Wayside Park, and Bayou Texar. The intent is to reconstruct the 17th Avenue boat ramp parking area to allow for boats to be able to enter/exit without interfering with the train trestle overhead detection system. Additionally, we will construct a pedestrian bridge next to the Bayou, underneath the train trestle, to allow for safe access around 17th Avenue. This will connect into the existing boardwalk, on the north side of the trestle, where the existing boardwalk and pavilion will undergo refurbishment that will extend the life of the asset. Further, the boat dock, at the boat ramp, will also undergo refurbishment to extend its useful life. Lastly, a fence will be constructed around the dredge spoils site, across from the boat ramp and the bait shop will be demolished.

PRIOR ACTION:

None

FUNDING:

Budget: $ 1,424,500 LOST IV- WAYSIDE EAST SEAWALL

Actual: $ 1,424,500 LOST IV- WAYSIDE/17TH AVE SAFETY IMPROV

FINANCIAL IMPACT:

After approval of the reallocation of funds, there will be $0 in the LOST IV- Wayside East Seawall account, as the entirety of funds will be transferred to the LOST IV-Wayside/17th Ave Safety Improv account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/1/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte - Deputy City Administrator
Amy Tootle - Public Works and Facilities Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2023-064
2) Supplemental Budget Explanation No. 2023-064

PRESENTATION: No

RESOLUTION
NO. 2023-064

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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. LOCAL OPTION SALES TAX FUND

As Reads	Capital Outlay	1,424,500
Amended To Read:	Capital Outlay	1,424,500

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS EXPLANATION NO. 2023-064

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Appropriations		
Capital Outlay - LOST IV- Wayside East Seawall	(1,424,500)	Decrease appropriation for LOST IV- Wayside East Seawall
Capital Outlay - LOST IV- Wayside /17th Ave Safety Improv	1,424,500	Appropriating funds for LOST IV - Wayside/17th Ave Safety Improv
Total Appropriations	0	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-071 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION 2023-071 - SAENGER THEATER CAPITAL FUND BALANCE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-071.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2004 the City of Pensacola entered into an agreement with SMG to the manage events at Saenger Theater. In the agreement, the City authorizes SMG to implement and collect a capital improvements surcharge, “Capital Improvement Surcharge”, in an amount of $1.00 on all tickets with a face value of more than $10.00. Funds generated from Capital Improvements Surcharge will be deposited into a segregated capital improvement fund, “Capital Fund’. The balance in the Capital Fund is $437,982.41. There are capital improvements needed at the Saenger Theater that were not originally budgeted in fiscal year 2023. Adoption of the supplemental budget resolution by City Council will appropriate funds needed for capital improvements. Funding is available in the Saenger Capital Improvement Fund.

The back wall of the theater is in need of major capital renovations. The majority of this balance will be used to address these renovations.

PRIOR ACTION:

None

FUNDING:

Budget: $ 437,982

Actual: $ 437,982

FINANCIAL IMPACT:

Adoption of the budget resolution by City Council will appropriate the budget in the General Fund for the capital improvements. Funding for the capital project of $437,982 will come from Saenger Capital fund balance.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/29/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Click or tap here to enter text.

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2023-071
2) Supplemental Budget Explanation No. 2023-071

PRESENTATION: No

RESOLUTION
NO. 2023-071

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

Fund Balance		437,982
1) Non-Departmental		
As Reads:	Operating Expenses	117,011
Amended To Read:	Operating Expenses	554,993

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

September 2023 - SUPPLEMENTAL BUDGET RESOLUTION - SAENGER THEATER CAPITAL FUND BALANCE - RES NO. 2023-071

FUND	AMOUNT	DESCRIPTION
GERNERAL FUND		
Fund Balance	437,982	Increase Appropriated Fund Balance - Saenger Theatre Capital Fund
Appropriations		
1) Non-Departmental		
Saenger Theatre - Operating Expenses	437,982	Increase appropriation for Saenger Theatre - Operating Expenses
Total Appropriations	437,982	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-23 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 20-23 - CREATING SECTION 8-1-23 OF THE CODE, PROHIBITING THE OBSTRUCTION OF PUBLIC SIDEWALKS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 20-23 on first reading.

AN ORDINANCE CREATING SECTION 8-1-23 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROHIBITING THE OBSTRUCTION OF PUBLIC SIDEWALKS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Americans with Disabilities Act (ADA) stipulates guidelines for safe pedestrian passage for all members of the public. Sidewalks that are obstructed create a danger to the health and safety of the public and prevent the safe use of public sidewalks for their intended and proper use, as well as prevent accessibility of movement.

The attached proposed ordinance codifies a specified prohibition on the obstruction of sidewalks in the City of Pensacola, and establishes a means to comply with an offense via responding to a verbal warning.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/21/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Jonathan Bilby, Building Official, ADA Coordinator

ATTACHMENTS:

1) Proposed Ordinance No. 20-23

PRESENTATION: No

PROPOSED
ORDINANCE NO. 20-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 8-1-23 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROHIBITING THE OBSTRUCTION OF PUBLIC SIDEWALKS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, sidewalks that are obstructed create a danger to the health and safety of the public and prevent the safe use of public sidewalks for their intended and proper uses; and

WHEREAS, sidewalks that are obstructed are contrary to the guidelines set forth in the American Disabilities Act for safe pedestrian passage for all members of the public; and

WHEREAS, sidewalks that are obstructed in areas that provide access between the public sidewalks and on-street parking spots or curb ramps impedes or halts safe pedestrian passage and accessibility of movement onto or off of a public sidewalk.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-23 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 8-1-23. Obstruction of Sidewalks.

(a) It shall be unlawful in the City of Pensacola for any person or their personal property to obstruct an area of a public sidewalk in a manner that prohibits or impedes the safe passage and flow of pedestrian movement as described in this clause. On public sidewalks 36 inches or greater in width, 36 inches shall be considered the minimum width area of that sidewalk that must remain unobstructed for safe pedestrian movement. On all public sidewalks there shall remain sufficient unobstructed sidewalk space to permit the safe movement and passage of a person using a mobility aid.

(b) No person shall be in violation of this law unless they receive, at the time the obstruction is occurring, a minimum of one (1) verbal warning followed by a

reasonable time to readjust, relocate or move so that neither they nor their personal property are an obstruction that prohibits or impedes safe passage and flow of pedestrian traffic as described in (a) of this section.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-23 City Council 9/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 21-23 AMENDING TITLE IV-HEALTH AND SANITATION OF THE CITY CODE - ELIMINATING CURBSIDE RECYCLING SERVICE AND INCREASING GARBAGE COLLECTION TO TWICE WEEKLY

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 21-23 on first reading.

AN ORDINANCE AMENDING TITLE IV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING HEALTH AND SANITATION SECTION 4-3-40, DEFINITIONS; SECTION 4-3-43, SOLID WASTE OR REFUSE TO BE PROPERTY OF THE CITY; SCAVENGING; SECTION 4-3-44, DETERMINATION OF SERVICE PROVIDERS; SECTION 4-3-45, BURYING OF RECYCLABLES, SOLID WASTE, REFUSE, OR HAZARDOUS MATERIALS OR SUBSTANCES; SECTION 4-3-46, STORING OR PLACEMENT OF RECYCLABLES, SOLID WASTE OR REFUSE; SECTION 4-3-47, PLACEMENT OF RECYCLABLES, SOLID WASTE OR REFUSE IN GUTTERS OR STREETS PROHIBITED, DECLARED NUISANCE; SECTION 4-3-60, COLLECTION SCHEDULE; SECTION 4-3-61, PLACEMENT FOR COLLECTION; SECTION 4-3-81, CITY-OWNED WHEELED CONTAINERS; SECTION 4-3-97, FEES AND SURCHARGES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

That City Council adopt the proposed ordinance and authorize the Mayor to implement the resulting changes in service, which include eliminating curbside recycling service and increasing garbage collection to twice weekly.

These amendments are necessary due to an increase in fees charged by ECUA for receiving recyclables which would result in a significant rate increase to customers, and high contamination rates in the City's recyclables which results in additional excess contamination and refused load

charges.

As has been discussed by the Mayor, the intent is to bring forward at a later date one or more alternative recycling programs which could include a paid opt-in curbside recycling program and/or the establishment of manned recycling drop-off locations.

PRIOR ACTION:

March 26, 2009 - City Council authorized the implementation of a citywide curbside recycling program.

May 28, 2009 - City Council approved Proposed Ordinance No. 18-09.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

Click here to enter a date.

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Fred Crenshaw, Director of Sanitation & Fleet Management

ATTACHMENTS:

1) Proposed Ordinance No. 21-23

PRESENTATION: No

PROPOSED
ORDINANCE NO. 21-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE IV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING HEALTH AND SANITATION SECTION 4-3-40, DEFINITIONS; SECTION 4-3-43, SOLID WASTE OR REFUSE TO BE PROPERTY OF THE CITY; SCAVENGING; SECTION 4-3-44, DETERMINATION OF SERVICE PROVIDERS; SECTION 4-3-45, BURYING OF RECYCLABLES, SOLID WASTE, REFUSE, OR HAZARDOUS MATERIALS OR SUBSTANCES; SECTION 4-3-46, STORING OR PLACEMENT OF RECYCLABLES, SOLID WASTE OR REFUSE; SECTION 4-3-47, PLACEMENT OF RECYCLABLES, SOLID WASTE OR REFUSE IN GUTTERS OR STREETS PROHIBITED, DECLARED NUISANCE; SECTION 4-3-60, COLLECTION SCHEDULE; SECTION 4-3-61, PLACEMENT FOR COLLECTION; SECTION 4-3-81, CITY-OWNED WHEELED CONTAINERS; SECTION 4-3-97, FEES AND SURCHARGES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-40 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-40 – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words, terms, and phrases used in this article which are not defined in this section shall have the meanings given in F.S. § 403.703, or in this article, unless the context clearly otherwise requires. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Animal means any male, female, or altered member of the canine or feline species, or any other domesticated animal, except those classified by the state fish and game commission as wildlife.

Bulk waste means items that because of its size, shape, quality, or quantity precludes or complicates handling by normal collection, processing, or disposal methods; including, but not limited to, the following:

(1) Discarded materials resulting from remodeling, repair, excavation, construction or demolition of structures, such as plaster, roofing materials, trees, and similar items, excluding asbestos materials and treated lumber, or other items excluded herein.

(2) Tree stumps, tree trunks, and limbs larger than eight inches in diameter and six feet in length.

(3) Household furnishings, such as sofas, chairs, mattresses, box springs, televisions, tables, appliances, water heaters, air conditioners, and space heaters.

(4) Yard trash mixed with other waste.

(5) Any other item as may be determined by the director.

Business district means all that area bound on the south by Pensacola Bay, on the west by Spring Street, on the north by Belmont Street, on the east by Tarragona Street, and includes all properties facing on the above streets.

Collection means the act of removing solid waste or refuse from the source of generation to the point of disposal.

Customer means any person subscribing to sanitation services in the city.

Director means the department of sanitation services and fleet management director.

Disposal facility means the site where solid waste or refuse is disposed of, whether by sanitary landfilling, incineration, treatment, or recovery, ~~or recycling~~ approved by the city.

Garbage means all waste accumulations of animal, fruit, or vegetable matter that attend the preparation, use, cooking, dealing in or storage of meat, fowl, fish, fruits, or vegetables, containers originally used for foodstuffs other than those containers designated as recyclable in the city recycling program, but does not include animal waste.

Owner/occupant means any person or entity who acquires responsibility or title of real property, a structure or dwelling, by occupancy, ownership, or agency.

~~*Recyclables* means materials extracted from solid waste or refuse having known recycling potential that can be processed and returned to a useful product and are designated as a recyclable material in the city recycling program.~~

Residential composting is the managed process of controlled decomposition of organic material such as leaves, twigs, grass clippings, and vegetative food waste that is utilized as a soil amendment.

Rubbish means all nonputrescible solid wastes ~~other than those materials designated as recyclables in the city recycling program,~~ consisting of both combustible and noncombustible wastes, such as paper, cardboard, glass, crockery, excelsior, cloth, and similar material.

Scavenging means to search through solid waste or discarded materials for something of use or value.

Solid waste or *refuse* means material as defined in F.S. § 403.703.

Yard trash or *green waste* includes grass clippings, pine straw, leaves, residue from trimming limbs, shrubs, and trees, tree trunks, stumps, and bark which do not exceed six feet in length and eight inches in diameter.

SECTION 2. Section 4-3-43 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-43. - Solid waste or refuse to be property of city; scavenging.

(a) Ownership of the ~~recyclables~~, solid waste or refuse material set out for collection shall be deemed discarded and ownership of same shall vest in the city. In no case will scavenging be permitted except where prior written permission is given by the director.

(b) Disturbing, removing after placement for collection. It shall be unlawful for any person to remove, handle, or otherwise disturb the ~~recyclables~~, solid waste or refuse which has been placed curbside for collection by the sanitation services and fleet management department. This section does not apply to the owner or occupant of a residence or dwelling so placing the contents.

SECTION 3. Section 4-3-44 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-44. - Determination of service providers.

It shall also be unlawful for any person, firm or entity to provide ~~recyclables,~~ solid waste or refuse collection and disposal service to any dwelling, structure, or real property in the city unless the director has made a written determination that the sanitation services and fleet management department is not capable of providing such service.

SECTION 4. Section 4-3-45 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-45. - Burying of ~~recyclables,~~ solid waste, refuse, or hazardous materials or substances.

No ~~recyclables,~~ solid waste or refuse shall be buried on any property within the city.

SECTION 5. Section 4-3-46 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-46. - Storing or placement of ~~recyclables~~, solid waste or refuse.

(a) *Storing or placement of ~~recyclables~~, solid waste or refuse.* No person shall place ~~recyclables~~, solid waste or refuse in any street, alley, or other public place. Nor shall any person store any such ~~recyclables~~, solid waste or refuse upon any private property whether owned by the person or not, within the city. ~~Recyclables~~, ~~s~~Solid waste or refuse shall be placed in proper containers and placed for collection as required in this article.

(b) *Disposal upon water* No person shall throw, deposit, or dispose of any ~~recyclable material~~, solid waste or refuse in or upon any stream, waterway, or body of water.

(c) *Unauthorized accumulation.* Any unauthorized accumulation of ~~recyclables~~, solid waste or refuse not in compliance with this Code on any real property or premises is prohibited and declared a nuisance.

(d) *Scattering of ~~recyclables~~, solid waste or refuse.* No person shall cast, place, sweep, or deposit any ~~recyclable materials~~, solid waste, refuse, or garbage in such manner that it may be carried or deposited by the elements.

(e) *Residential composting.* Residential composting, with the intent of utilizing such as a soil amendment, shall not be deemed to be a violation of this section.

(f) *Dead animals.* It is unlawful for any person to store dead animals in a container or place it at curbside for collection by the city. It is the responsibility of the owner of a dead animal or the person who discovers a dead animal to promptly notify a local animal control agency responsible for disposing of dead animals.

SECTION 6. Section 4-3-47 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-47. - Placement of ~~recyclables~~, solid waste or refuse in gutters or streets prohibited, declared nuisance.

The placement or scattering of yard trash, green waste, and/or ~~other recyclables,~~ solid waste or refuse in or upon street gutters, street surfaces, or stormwater inlets is hereby declared a nuisance and a danger to water quality and shall be prohibited.

SECTION 7. Section 4-3-60 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-60. - Collection schedule.

~~Recyclables,~~ solid waste or refuse. All ~~recyclables,~~ solid waste or refuse shall be collected by the city according to a regular schedule as determined by the Mayor in consultation with the Sanitation Services Director. The collection schedule, including holiday pickup and yard trash/green waste schedules, shall be mailed to every sanitation account holder at least once each year and the schedule shall be published and available on the city's internet site at all times. ~~the following schedule except~~ ~~d~~During periods of disaster cleanups or peak yard trash collection seasons, ~~when~~ schedules may be altered, suspended, or delayed.~~:~~

(1) ~~All combined household solid waste, refuse, or garbage generated in residential areas shall be collected once twice each week from the city-owned wheeled container designated for garbage.~~

(2) ~~All recyclables shall be collected once each week from the city-owned wheeled container designated for recycling.~~

(3) ~~Yard trash/green waste shall be collected once a week.~~

~~(4)~~Bulk waste shall be collected as provided in the provisions of this article, including, but not limited to, sections 4-3-59 and 4-3-63.

(4) ~~Corrugated cardboard moving boxes shall be collected as provided for in section 4-3-66.~~

SECTION 8. Section 4-3-61 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-61. - Placement for collection.

(a) No person shall place any accumulation of ~~recyclables,~~ solid waste or refuse, recovered materials, or garbage containers in any street or gutter, or other public place of travel nor upon any private or public property, except adjacent to and directly in front of said person's own property. In all cases where conditions permit, said placement shall be in the area behind the curb, but no more than two feet from the curb or the back slope or roadside.

(b) Yard trash/green waste shall not be placed on top of and shall not cover sprinkler system heads and water meters. The city shall not be responsible for damage to sprinkler systems, sprinkler heads, water meters, utility combination boxes, or the like, and other objects including fences, gates, hedges, plants, and trees damaged due to yard trash or green waste being placed over or piled on or against such items for collection.

(c) Wheeled containers shall not be placed out for collection prior to 6:00 p.m. of the day preceding the scheduled day of collection, and all containers shall be removed no later than 6:00 a.m. the day following collection.

SECTION 9. Section 4-3-81 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-81. - City-owned wheeled containers.

(a) *Mandatory use.* Except as otherwise provided in this section, ~~all recyclables,~~ garbage and rubbish shall be placed in <u>designated</u> ~~separate~~ wheeled containers issued to the customer by the city for the specific purpose of ~~providing separate recyclable and~~ garbage collection. The use of any other containers is unlawful.

(b) *Prohibited materials.* It shall be unlawful to place for collection in city-owned wheeled containers any materials described in sections 4-3-62, 4-3-63, and 4-3-67.

~~*(c)Separation of recyclables.* It shall be unlawful to place for collection in a city-owned wheeling container, designated specifically for recycling use, any materials other than those recyclable materials determined by the city to be eligible for inclusion in the city recycling program.~~

(~~d~~c)*Responsibility of customer.* Wheeled containers issued to customers by the city are and shall continue to be the property of the city. It is the responsibility of the customer to which such container has been issued to keep it clean and to protect it from theft, destruction, and damage beyond repair. The customer shall

notify the city customer service department prior to vacating a premises and shall place the container in a safe location where it is accessible to the city.

(~~e~~d)Damaged containers. The customer shall be responsible for charges associated with replacement of any city-owned container damaged due to negligence or abuse.

(~~f~~e)*Exceptions for disabled persons.* Service will be provided in accordance with applicable ADA guidelines.

(~~g~~f)*Placement of containers.* When not placed curbside for collection, city-owned wheeled containers shall be placed beside a permanent structure or behind vegetation or other visual barrier. The mayor is authorized to grant an exemption from the requirements of this provision when a determination has been made that the existing circumstances render compliance not reasonably feasible. This subsection may be enforced pursuant to the provisions of section 1-1-8 or 13-3-2.

SECTION 10. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. - Fees and surcharges.

The following fees are hereby established for ~~recycling,~~ solid waste, or refuse collection services by the city as may be amended from time to time by resolution of the city council:

(1) *New accounts, transferred accounts, and resumption of terminated service (*):* $20.00.

(2) *Garbage, ~~recycling~~, and trash collection fee, per month:* $27.44 effective October 1, 2022. Additionally, out-year automatic increases to the monthly collection rate through Oct. 1, 2026 as follows: $1.11 effective Oct. 1, 2023; $1.15 effective Oct. 1, 2024; $1.77 effective Oct. 1, 2025; $0.79 effective Oct. 1, 2026. Further adjustments, upon approval of council, will be implemented each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

(3) *Premium service:* The fee for Premium Service surcharge of $20.00 shall be added to the collection fee established herein when participating customer enrolls in this optional service. Retrieval of ~~recycling and~~ garbage carts, dumping, and returning

carts to their originating locations are services included. This service is not applicable to trash (green waste/construction and demolition).

(4) Provided, however, the monthly fee for garbage, ~~recycling~~, and trash collection for the dwelling of an eligible household, occupied by a person 65 years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., Section 1437(f), shall be reduced by $1.00 per month commencing October 1, 1989, and by an additional $1.00 per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.

(5) *Sanitation equipment surcharge:* $4.12 per month effective Oct. 1, 2022, with an additional increase of $1.00 effective Oct. 1, 2023, bringing the Sanitation Equipment Surcharge to $5.12. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection services fees. This surcharge shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

(6) *Vehicle fuel and lubricant pass-through surcharge:* $1.30 per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.

(7) *Tire removal:* A surcharge of $3.00 per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than 12 inches in size are collected.

(8) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be $15.00 for the first three minutes and $5.00 for each additional three minutes up to 21 minutes after which time a disposal fee will be added.

(9) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be $35.00 for the first three minutes and $10.00 for each additional three minutes up to 21 minutes after which time a disposal fee will be added.

(10) Deposits in an amount up to a total of the highest two months bills for service within the previous 12 months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.

(11) A late charge equal to one and one-half percent per month of the unpaid previous balance.

SECTION 11. 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 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 13. 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