



# City of Pensacola

## City Council

### Agenda - Final

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Thursday, October 12, 2023, 5:30 PM

Council Chambers, 1st Floor

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#### ROLL CALL

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

Council Member Jared Moore

#### FIRST LEROY BOYD FORUM

#### AWARDS

#### APPROVAL OF MINUTES

1. [23-00795](#) APPROVAL OF MINUTES: REGULAR MEETING DATED SEPTEMBER 28, 2023

*Attachments:* [Draft: Regular Meeting Dated 9/28/2023](#)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

2. [23-00685](#) EMERGENCY HOUSING VOUCHER PROGRAM SERVICE AGREEMENT AMENDMENT

*Recommendation:* That City Council approve the Emergency Housing Voucher Program Service Agreement Amendment #1 with Opening Doors Northwest Florida, Inc. for the Emergency Housing Voucher Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the Amendment and the Mayor's Executive Powers as granted in the City Charter.

*Sponsors:* D.C. Reeves

*Attachments:* [EHV Agreement Amendment 1](#)

3.     [23-00713](#)     AWARD OF BID NO. 23-037 CORDOVA SQUARE (MARKETPLACE) AT  
12TH AVENUE POND EXPANSION AND REHABILITATION PROJECT

**Recommendation:**     That City Council award the contract for Bid No. 23-037 to C.W. Roberts, Inc. of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$507,448.75, plus a bid alternate amount of \$70,875.00, for a total base bid plus bid alternate of \$578,323.75, plus a 10% contingency in the amount of \$57,832.38 for a total contract price of \$636,156.13. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:**             D.C. Reeves

**Attachments:**         [Tabulation of Bids](#)  
                              [Final Vendor Reference List](#)  
                              [Project Location Map](#)

4.     [23-00726](#)     DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL  
PRESIDENT DELARIAN WIGGINS - DISTRICT 7

**Recommendation:**     That City Council approve funding of \$500 for Westside Garden District Neighborhood Association, \$500 for the H.Y.P.E. Annual Turkey Drive, \$500 for the U.S. Marine Corps Leage J.R. Spears Detachment #66 and \$500 for Knowledge Ministries, Inc. doing business as the Golden Elite Track and Field Club from the City Council Discretionary Funds for District 7.

**Sponsors:**             Delarian Wiggins

5.     [23-00730](#)     AFFORDABLE HOUSING ADVISORY COMMITTEE APPOINTMENTS

**Recommendation:**     That City Council acknowledge the following Escambia County appointments to the Affordable Housing Advisory Committee for the terms ending as described:

Lauren Green-December 31, 2024  
Renee Wilhoit-December 31, 2024  
Commissioner Lumon May-August 19, 2026

**Sponsors:**             D.C. Reeves

**Attachments:**         [Lauren Green Application](#)  
                              [Renee Wilhoit Application](#)

6.     [23-00736](#)     AWARD OF BID NO. 23-038 - STORM DRAINAGE OUTFALL  
MAINTENANCE/MECHANICAL DREDGING AT VARIOUS LOCATIONS  
IN BAYOU TEXAR

**Recommendation:**     That City Council award the contract for Bid No. 23-038 for outfall dredging in Bayou Texar at various locations for the Base Bid and Alternatives 1, 2, 3, and 4 to D K E Marine Services, Inc., the lowest and best responsible bidder, for a base price plus alternatives of \$584,095.00 plus 10% contingency in the amount of \$58,409.50, for a total contract price of \$642,504.50. 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:**         [Tabulation of Bids](#)  
                              [D K E Marine Services, Inc. - Bid](#)  
                              [Final Vendor Reference List](#)  
                              [Storm Outfall Dredging Locations](#)

7.     [23-00749](#)     APPOINTMENTS - ESCAMBIA-PENSACOLA HUMAN RELATIONS  
COMMISSION

**Recommendation:**     That City Council appoint three (3) individuals to the Escambia-Pensacola Human Relations Commission for a term of two (2) years, expiring October 1, 2025.

**Sponsors:**             Delarian Wiggins

**Attachments:**         [Member List - Council's Appointees](#)  
                              [Application of Interest - Joyce Hopson](#)  
                              [Resume - Dr. Joyce Hopson](#)  
                              [Application of Interest - Haley Morrisette](#)  
                              [Resume - Haley Morrisette](#)  
                              [Application of Interest - Sydney Robinson](#)  
                              [Resume - Sydney Robinson](#)  
                              [Ballot](#)

8.     [23-00750](#)     DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE  
PRESIDENT CASEY JONES - DISTRICT 3

**Recommendation:**     That City Council approve funding of \$1,000 to OnBikes Pensacola and \$500 for the H.Y.P.E. Annual Turkey Drive from the City Council Discretionary Funds for District 3.

**Sponsors:**             Casey Jones

9.     [23-00756](#)     DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

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

**Sponsors:**             Charles Bare

## REGULAR AGENDA

10.    [23-00753](#)     CODE ENFORCEMENT AUTHORITY REQUEST FOR LIEN REDUCTION, RESCIND OR CANCELLATION- CASE # 20-089 - 524 NORTH HAYNE STREET

**Recommendation:**     That City Council approve the request from the Code Enforcement Authority to rescind code enforcement fines recorded against the property located at 524 North Hayne Street in the amount of \$74,400 plus \$74 recording fee for a total amount of \$74,474. Further, that City Council authorize the Mayor to take the actions necessary to execute this rescission, consistent with the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:**             D.C. Reeves

11.    [23-00725](#)     PROJECT SAFE NEIGHBORHOODS - NORTHERN DISTRICT OF FLORIDA (PSN-NDFL) PROGRAM - ACCEPTANCE OF GRANT NO. 15PBJA-21-GG-03010-GUNP FOR AWARD NO. B8001: SURVEILLANCE CAMERAS

**Recommendation:**     That City Council accept the Project Safe Neighborhoods - Northern District of Florida (PSN-NDFL) Program, Grant No. 15PBJA-21-GG-03010-GUNP for Award# B8001: Surveillance Cameras in the amount of \$56,500.00 based on the Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG). Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

**Sponsors:**             D.C. Reeves

**Attachments:**         [Project Safe Neighborhoods - Northern District of Florida - SURVEIL](#)  
                              [Award Grant No. 15BJA-21-GG-03010-GUNP](#)  
                              [Supplemental Budget Resolution No. 2023-061](#)  
                              [Supplemental Budget Explanation No. 2023-061](#)



12. [2023-061](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-061 - PROJECT SAFE NEIGHBORHOODS - NORTHERN DISTRICT OF FL (PSN-NDFL) PROGRAM - GRANT NO. 15PBJA-21-GG-03010-GUNP FOR AWARD NO. B8001: SURVEILLANCE CAMERAS
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2023-061.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* D.C. Reeves
- Attachments:* [Supplemental Budget Resolution No. 2023-061](#)  
[Supplemental Budget Explanation No. 2023-061](#)
13. [23-00735](#) INTERLOCAL AGREEMENT WITH WEST FLORIDA HISTORIC PRESERVATION, INC. (WFHPI) FOR ZARAGOZA STREET IMPROVEMENTS PROJECT
- Recommendation:* That City Council approve an Interlocal Agreement with West Florida Historic Preservation, Inc. for the Zaragoza Street Improvement Project.
- Sponsors:* D.C. Reeves
- Attachments:* [Interlocal Agreement, WFHPI](#)
14. [2023-078](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-078 - INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND WEST FLORIDA HISTORIC PRESERVATION, INC. (WFHPI) FOR THE ZARAGOZA STREET IMPROVEMENTS PROJECT
- Recommendation:* That City Council adopt Resolution No. 2023-078.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* D.C. Reeves
- Attachments:* [Supplemental Budget Resolution No. 2023-078](#)  
[Supplemental Budget Explanation No. 2023-078](#)  
[Interlocal Agreement - WFHPI](#)

## COUNCIL EXECUTIVE'S REPORT

## MAYOR'S COMMUNICATION

## COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

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**SECOND LEROY BOYD FORUM****ADJOURNMENT**

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

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00795

City Council

10/12/2023

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### **SUBJECT:**

APPROVAL OF MINUTES: REGULAR MEETING DATED SEPTEMBER 28, 2023



# City of Pensacola

## CITY COUNCIL

### Regular Meeting Minutes

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September 28, 2023

5:30 P.M.

Council Chambers

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

#### ROLL CALL

**Council Members Present:** Delarian Wiggins, Casey Jones (left 7:23), Charles Bare, Jennifer Brahier, Teniade Broughton, Jared Moore (arrived 5:39), Allison Patton

**Council Members Absent:** None

#### INVOCATION

Moment of Silence

#### PLEDGE OF ALLEGIANCE

Council Member Teniade Broughton

#### AWARDS

Council President Wiggins (on behalf of Mayor Reeves) presented and read in its entirety a proclamation recognizing the 35<sup>th</sup> Anniversary of *WUWF Radio Live Day* which happens the first Thursday of every month.

#### FIRST LEROY BOYD FORUM

**Wesley Odom:** Addressed Council representing the Board of Trustees for St. John Cemetery. He asked the that the Council consider a variance to allow sheep on the cemetery's premises which would eliminate the use and costs of power equipment. He indicated that it is an alternative resource other cities nationally are utilizing with great success.

**Christeia Hawkins:** Executive Director of Northwest Florida Community Outreach addressed Council describing the services they provide and requested financial support through discretionary funding.

**FIRST LEROY BOYD FORUM (CONT'D.)**

**Mary Williams:** Addressed Council regarding code enforcement issues related to her neighbor and referenced copies of citations provided through public records requests which are not legible.

**Grace Resendez McCaffery:** Addressed Council regarding *National Hispanic American Heritage Month* advising of recently held and upcoming events.

Council Member Broughton made follow-up remarks.

**Sherri Myers:** Addressed Council regarding issues impacting the homeless.

**APPROVAL OF MINUTES**

1. [23-00741 APPROVAL OF MINUTES: SPECIAL MEETING DATED SEPTEMBER 13, 2023; AND REGULAR MEETING DATED SEPTEMBER 14, 2023](#)

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

**The motion carried by the following vote:**

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

**APPROVAL OF AGENDA**

**A motion to approve was made by Council Member Jones, seconded by Council Member Patton.**

**The motion carried by the following vote:**

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

**CONSENT AGENDA**

2. [23-00587](#) AIRPORT - AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH SKYWARRIOR FLIGHT TRAINING, LLC FOR AIRPORT PROPERTY LOCATED AT 2400 AIRPORT BOULEVARD

**Recommendation:** That City Council approve Amendment No. 1 to the lease agreement with Skywarrior Flight Training, LLC. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment No. 1, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

3. [23-00714](#) MEMORANDUM OF AGREEMENT WITH THE PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL NO. 707

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

4. [23-00731](#) APPOINTMENTS: ARCHITECTURAL REVIEW BOARD

**Recommendation:** That City Council appoint a Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, a property or business owner within the Palafox Historic Business District, and a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two (2) years, expiring September 30, 2025.

5. [23-00665](#) AWARD OF ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR RUNWAY AND TAXIWAY PAVEMENTS AT PENSACOLA INTERNATIONAL AIRPORT

**Recommendation:** That City Council award a contract to AVCON, Inc. for professional engineering and architectural services related to runway and taxiway pavements at the Pensacola International Airport requested through RFQ #23-029. Further, that Council authorizes the Mayor take the actions necessary to negotiate, execute, and administer the necessary contract as specified RFQ #23-029, consistent with the terms of the contract and the Mayor's Executive Powers as granted in the City Charter.

**CONSENT AGENDA (CONT'D.)**

6. [23-00705](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL  
MEMBER JENNIFER BRAHIER - DISTRICT 1

**Recommendation:** That City Council approve funding of \$500 to Animal Allies Florida and \$1,000 to Valerie's House from the City Council Discretionary Funds for District 1.

7. [23-00707](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL  
PRESIDENT DELARIAN WIGGINS - DISTRICT 7

**Recommendation:** That City Council approve funding of \$1,000 for the Southern Youth Sports Association from the City Council Discretionary Funds for District 7.

8. [23-00709](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL  
MEMBER ALLISON PATTON - DISTRICT 6

**Recommendation:** That City Council approve funding of \$500 to the Epps Christian Center Ministries from the City Council Discretionary Funds for District 6.

9. [23-00710](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL  
MEMBER TENIADE BROUGHTON - DISTRICT 5

**Recommendation:** That City Council approve funding of \$1,000 to the James B. Washington Education and Sports, \$500 to the 309 Punk Project, \$500 to the Real Women Radio Foundation and \$500 to the Escambia County Sickel Cell Foundation from the City Council Discretionary Funds for District 5.

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

**The motion carried by the following vote:**

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

**REGULAR AGENDA**

10. [23-00729 COUNCIL OF NEIGHBORHOOD ASSOCIATIONS PRESIDENTS OF PENSACOLA \(CNAPP\) TREE PLANTING TRUST FUND GRANT REQUEST IN ACCORDANCE WITH CITY CODE SECTION 12-6-10\(C\)\(2\)](#)

**Recommendation:** That City Council approve the recommendation of the Environmental Advisory Board (EAB) to approve a grant request in accordance with City Code Sec. 12-6-10(c)(2) for CNAPP - Citizens' Canopy Restoration Project. The amount recommended by the EAB was up to \$5,500.

**A motion to approve was made by Council Member Moore, seconded by Council Member Jones.**

Council Member Brahier (sponsor) requested City staff to explain the differing initiatives of this project and other neighborhood and/or City initiated projects. Deputy City Administrator Forte responded, accordingly, he also responded to questions from Council Member Bare.

Public input was heard from the following individuals:

Mary Williams  
Sherri Myers

Chelsea Mahan

Some Council Members made remarks following speakers' comments.

Discussion ensued among Council. City Administrator Fiddler and City Arborist Stultz responded accordingly to questions. Kelly Hagen, President of Council of Neighborhood Association Presidents of Pensacola (CNAPP) also responded to questions.

Additional public input was heard from the following individuals:

Patrick Houghton

Lerissa Rowe

Council Member Moore responded to questions from Ms. Rowe.

Upon conclusion of discussion, the vote was called.

**The motion carried by the following vote:**

Yes: 6	Delarian Wiggins, Casey Jones, Jennifer Brahier, Teniade Broughton, Jared Moore, Allison Patton
No: 1	Charles Bare



**REGULAR AGENDA (CONT'D.)****11. [23-00680](#) HIRING OF A CITY COUNCIL COMMUNICATIONS SPECIALIST**

**Recommendation:** That City Council approve the hiring of a City Council Communications Specialist. Further, that City Council direct the Council Executive to work with City Human Resources to interview and hire the City Council Communications Specialist within the designated salary range.

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

Discussion ensued among Council with Council Member Patton (sponsor) fielding comments and questions. Council Executive Kraher and City Administrator Fiddler also responded accordingly to questions.

Public input was heard from Sherri Myers.

There being no further discussion, the vote was called.

**The motion failed by the following vote:**

Yes: 3	Casey Jones, Teniade Broughton, Allison Patton
No: 4	Delarian Wiggins, Charles Bare, Jennifer Brahier, Jared Moore

**12. [23-00728](#) PROPOSED AMENDMENTS TO CITY COUNCIL'S RULES AND PROCEDURES**

**Recommendation:** That City Council approve and adopt the proposed amendments to the City Council Rules and Procedures.

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

**The motion carried by the following vote (with Council Vice President Jones no longer in attendance):**

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

**REGULAR AGENDA (CONT'D.)**

13. [2023-068](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-068 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

**Recommendation:** That the City Council adopt Supplemental Budget Resolution No. 2023-068.

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

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

**The motion carried by the following vote (with Council Vice President Jones no longer in attendance):**

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

14. [2023-076](#) SUPPLEMENTAL BUDGET RESOLUTION NO.2023-076 - LOST IV - MARKED POLICE VEHICLES

**Recommendation:** That the City Council adopt Supplemental Budget Resolution No. 2023-076

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

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

**The motion carried by the following vote (with Council Vice President Jones no longer in attendance):**

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

**REGULAR AGENDA (CONT'D.)****15. 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 adopt Proposed Ordinance No. 20-23 on second 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. (Ordinance No. 13-23)**

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

City Administrator Fiddler referred to Council's discussion during first reading of the ordinance (on 9/14/2023) and the desire to amend language related to certain width requirements. Brief procedural discussion took place.

**Council Member Brahier made a motion to amend and seconded by Council Member Moore that language be added to subsection (a) stating, "On public sidewalks on Palafox Street between Main Street and Garden Street 72 inches shall be considered the minimum width area of that sidewalk that must remain unobstructed for safe pedestrian movement."**

Deputy City Administrator Forte provided City staff's perspective of the proposed amendment indicating that (they) are agreeable to such language.

Discussion took place among Council with Deputy City Administrator Forte responding accordingly to questions.

Public input was heard from Sherri Myers.

**During discussion, Council Member Bare requested that the proposed language be further amended revising the following sentence (in subsection (a)): "On public sidewalks ~~36 inches~~ 48 inches or greater in width, ~~36 inches~~ 48 inches shall be considered the minimum width area of that sidewalk that must remain unobstructed for safe pedestrian movement." AND (following that sentence) add the following sentence: "On sidewalks under 48 inches in width, the entire width must remain unobstructed." Some procedural discussion took place. Council Member Brahier accepted Council Member Bare's proposed language as friendly amendment to her amendment with Council Member Moore agreeing. Council Member Bare made follow-up remarks.**

**REGULAR AGENDA (CONT'D.)**

Upon conclusion of discussion, **the vote was called on the amendment (including language accepted as a friendly amendment to the amendment).**

**The motion to amend carried by the following vote (with Council Vice President Jones no longer in attendance):**

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

There being no further discussion, **the vote on the main motion as amended was called.**

**The main motion as amended carried by the following vote (with Council Vice President Jones no longer in attendance):**

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

16. [21-23 REVISED: 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 second 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. [\(Ordinance No. 14-23\)](#)

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

**REGULAR AGENDA (CONT'D.)**

Some discussion took place among Council (regarding P.O. No. 21-23) with Sanitation Service & Fleet Management Director Crenshaw responding accordingly to questions.

Council President Wiggins called for public input, but Sherri Myers was no longer in attendance.

There being no further discussion, the vote was called.

**The motion (to adopt P.O. No. 21-23) carried by the following vote (with Council Vice President Jones no longer in attendance):**

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

**COUNCIL EXECUTIVE'S REPORT**

None

**MAYOR'S COMMUNICATION**

None

**COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS**

Council Member Bare asked questions related to Sanitation Services with Sanitation Services & Fleet Management Director Crenshaw responding accordingly.

Council President Wiggins recognized the recent passing of Georgia Blackmon.

**SECOND LEROY BOYD FORUM**

None

**ADJOURNMENT**

WHEREUPON the meeting was adjourned at 8:04 P.M.

\*\*\*\*\*

Adopted: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Delarian Wiggins, President of City Council

Attest:

\_\_\_\_\_  
Ericka L. Burnett, City Clerk



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 23-00685

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

EMERGENCY HOUSING VOUCHER PROGRAM SERVICE AGREEMENT AMENDMENT

### **RECOMMENDATION:**

That City Council approve the Emergency Housing Voucher Program Service Agreement Amendment #1 with Opening Doors Northwest Florida, Inc. for the Emergency Housing Voucher Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the Amendment and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

In 2021, the City of Pensacola was awarded 35 Emergency Housing Vouchers (EHV) as part of the American Rescue Plan Act; these new special purpose vouchers are targeted to households that are homeless or at risk of homelessness; fleeing or attempting to flee domestic violence; or have a high risk of housing instability. HUD required the EHV recipients to enter into a partnership with the local Continuum of Care (COC) to administer the program. Funding provided by HUD under this program provided for housing vouchers as well as case management and support services in order to help participants overcome housing barriers in order to successfully utilize their vouchers. In July 2021, City Council approved an Agreement with Opening Doors to provide case management and supportive services as permitted by HUD.

Since Fall of 2021, 37 eligible households have been served by the program. The majority of the participants have been successfully housed for over a year. Part of the program's success lies with the ability to provide funding for deposits, housing search assistance, landlord incentives, application fees, basic household items, and other items needed by the household in order to lease up. As the program reaches its two year anniversary, funding is needed to provide similar support services for vouchers turned over to new participants or clients that are moving to different units. This contract amendment will provide existing CDBG-CV funds for security or utility deposits, arrears, application fees, or assistance with the client's portion of the first month's rent, if needed. No additional funding is being provided to Opening Doors for case management services. CDBG-CV funding is still available as approved by City Council for subsistence payment for income eligible households.

**PRIOR ACTION:**

September 24, 2020-City Council approved an amendment to the 2019-20 CDBG Annual Action Plan to receive CDBG-CV funding, to include subsistence payments for income eligible households affected by COVID-19.

July 15, 2021-City Council approval of Emergency Housing Voucher Program Service Agreement with Opening Doors Northwest Florida, Inc.

**FUNDING:**

Budget: \$ 5,000.00

Actual: \$ 5,000.00

**FINANCIAL IMPACT:**

No City general funds are required. Funds are available from CDBG-CV funding.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

9/18/2023

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) EHV Agreement Amendment 1

**PRESENTATION:** No



**AMENDMENT #1  
AGREEMENT FOR SERVICES**

**THIS AMENDMENT TO THE AGREEMENT** is made and entered into by and between the **CITY OF PENSACOLA HOUSING DEPARTMENT**, a municipal corporation of the State of Florida, ("City"), and **OPENING DOORS NORTHWEST FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida ("Subrecipient").

**WITNESSETH:**

**WHEREAS**, on July 15, 2021, the parties previously entered into an Agreement for Services (hereinafter referred to as the "Agreement") for the purpose of providing program services to eligible households under the Emergency Housing Voucher program, hereinafter referred to as the "Project";

**WHEREAS**, the City and Subrecipient now wish to further amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, the City and Subrecipient hereby agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **Section 3**, relating to **Term and Termination** is amended as follows:

This Agreement shall be effective for a period beginning the 1<sup>st</sup> day of the month of the effective date and shall terminate on ~~the 30<sup>th</sup> day after September 30, 2023~~ April 30, 2024, unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

3. **Section 6**, relating to **Compensation** is amended as follows:

The City agrees to pay an amount not to exceed ~~\$122,500~~ \$127,500, ~~solely~~ from available EHV Program Service Fee funds and Community Development Block Grant-CV (CDBG-CV) funds to implement the eligible program activities in accordance with the Agreement Documents. The Subrecipient shall expend the funds allocated to Subrecipient under this Agreement solely for the purposes contemplated herein in Exhibit A, Scope of Services. The City shall pay this amount over the term of the Agreement to the Subrecipient for services rendered herein.

4. **Section 14**, relating to **Administrative Requirements** is amended as follows:

The Subrecipient shall comply with applicable provisions of the administrative requirements described in 24 C.F.R. Part 982 for the tenant-based housing assistance program under Section 8 of the United States Housing Act of 1937 for EHV eligible expenditures, 24 CFR

Part 570.502 for CDBG eligible expenditures, and shall comply with the requirements of 2 C.F.R. Part 200.

**5. Section 20**, relating to **Notice** is amended as follows:

All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the date of actual receipt or courier deposit (pickup) date. Notices shall be addressed to the following:

City of Pensacola

~~Grover C. Robinson, IV~~ D.C. Reeves, Mayor  
City of Pensacola  
222 W. Main Street  
P.O. Box 12910  
Pensacola, Florida 32502  
Phone: 850-435-1604  
~~E-mail: Grobinson@cityofpensacola.com~~

Sub recipient

Opening Doors Northwest Florida Inc. (NWFL)  
John Johnson, Executive Director  
1020 W. New Warrington Road  
Pensacola, Florida 32506  
Phone: 850-439-3009  
E-mail: JohnJ@openingdoorsnwfl.org

**6. Exhibit A Scope of Services**, Section I, relating to SCOPE OF SERVICES is amended as follows:

**I. SCOPE OF SERVICES**

The Sub recipient and City of Pensacola Housing Department commit to administer the EHV Program in compliance with all program requirements as described in U.S. Department of Housing and Urban Development Notice PIH 2021-15, Emergency Housing Vouchers – Operating Requirements and in accordance with Title 24 C.F.R Part 982, Section 8 Tenant-Based Assistance: Housing Choice Voucher Program. The Housing Department and Continuum of Care plan to house 95% of the awarded vouchers within the first year of program implementation.

Program Liaisons:

City of Pensacola Housing Department

~~Dawn Corrigan~~ Meredith Reeves

~~Rental Assistant Program Manager~~ Interim Housing Director

Continuum of Care, Opening Doors Northwest Florida, Inc. (NWFL)  
Martika Baker  
Director of Case Management

The City will provide **\$122,500**, in EHV Program Service Fee funds for the Program. The EHV Service Fee funds must be directly spent on programmatic operational expenses and services, to include housing search assistance. The Sub recipient will also be required, at a minimum, to provide monthly reports to the City of clients served, services provided, and fees or housing setup costs paid.

The City will provide an additional \$5,000 in CDBG-CV subsistence payment funds for the Program. CDBG-CV funds may only be used for the following: security and utility deposits, application fees, up to three months of utility arrears, and/or assistance with client's portion of first month's rent, if needed. Funding is only available to EHV clients and subrecipient will have client certify COVID-19 impact as a condition of funds. No payments may be provided to Pensacola Energy.

The EHV Program will 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.

The EHV's may be used throughout Escambia County Florida and are eligible for portability. Portability of EHV's shall be accomplished in conformance with U.S. Department of Housing and Urban Development Notice PIH 2021-15, Emergency Housing Vouchers – Operating Requirements and Title 24 C.F.R. Part 982, Section 8 Tenant-Based Assistance: Housing Choice Voucher Program.

7. **Exhibit A Scope of Services**, Section V, relating to BUDGET INFORMATION is amended as follows:

V. BUDGET INFORMATION

The Sub recipient shall have a budget of ~~\$122,500.00~~ **\$127,500.00** (comprised of \$122,500 in EHV funds and \$5,000 in CDBG-CV funds) to cover the term of August 1, 2021 – ~~September 30, 2023~~ April 30, 2024 to provide support services and case management for the EHV Program. ~~\$100,000~~ \$105,000 shall be available to address the menu of services identified in this Scope of Services and \$22,500 shall be available to assist the Sub recipient provide housing search assistance to eligible program participants.

8. All other provisions of the Agreement, as previously amended, that are not in conflict with the amendments contained herein shall remain in full force and effect.
9. The effective date of this Amendment shall be on the date last executed by the parties.

10. The Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

**SUBRECIPIENT**

**Opening Doors Northwest Florida, Inc.,**  
a Florida non-profit corporation

**CITY OF PENSACOLA**

By: \_\_\_\_\_  
John Johnson,  
Executive Director

By: \_\_\_\_\_  
D.C. Reeves, Mayor

Attest: \_\_\_\_\_  
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Director

Legal in form and execution:

(CORPORATE SEAL)

\_\_\_\_\_  
City Attorney



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 23-00713

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

AWARD OF BID NO. 23-037 CORDOVA SQUARE (MARKETPLACE) AT 12<sup>TH</sup> AVENUE POND EXPANSION AND REHABILITATION PROJECT

**RECOMMENDATION:**

That City Council award the contract for Bid No. 23-037 to C.W. Roberts, Inc. of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$507,448.75, plus a bid alternate amount of \$70,875.00, for a total base bid plus bid alternate of \$578,323.75, plus a 10% contingency in the amount of \$57,832.38 for a total contract price of \$636,156.13. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The purpose of the base bid portion of this project is to mitigate area flooding by excavation to deepen the existing pond located at the northeast corner of 12<sup>th</sup> Avenue and Marketplace Drive. The Bid Alternate portion of this project results in the contract removing and replacing the existing chain link fence with new City standard fencing.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 337,931.43 Stormwater Capital Improvement Fund  
\$ 350,000.00 ARPA Funds  
\$ 687,931.43 Total Funding

Actual: \$ 507,448.75 Base Bid  
\$ 70,875.00 Bid Alternate  
\$ 578,323.75 Base Bid plus Bid Alternate

\$	57,832.38	10% Contingency
\$	45,500.00	Engineering Management/Inspection (Estimate)
\$	1,000.00	Testing/Miscellaneous (Estimate)
\$	682,656.13	Total

**FINANCIAL IMPACT:**

Funding has been allocated through the Capital Improvements Fund, as well as ARPA funds, for the Cordova Square Pond Expansion and Rehabilitation project.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

9/25/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Amy Tootle, PE, Director Public Works & Facilities  
Brad Hinote, PE, City Engineer

**ATTACHMENTS:**

- 1) Tabulation of Bids
- 2) Final Vendor Reference List
- 3) Project Location Map

**PRESENTATION:** No

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TABULATION OF BIDS

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BID NO: 23-037

TITLE: CORDOVA SQUARE (MARKETPLACE) AT 12TH AVENUE POND REHABILITATION

Submittals Due: 09/06/2023, 2:30 P.M. Department: Engineering	C.W. ROBERTS CONTRACTING, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL	PANHANDLE GRADING & PAVING, INC. Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL	CHIVERS CONSTRUCTION, INC. Cantonment, FL
Base Bid	\$507,448.75	\$583,415.50	\$711,505.50	\$730,030.43	\$946,039.00
Alternate	\$70,875.00	\$135,135.00	\$198,828.00	\$113,400.00	\$148,875.30
Base Bid + Alternate Total	\$578,323.75	\$718,550.50	\$910,333.50	\$843,430.43	\$1,094,914.30

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Submittal Due Date: 09/06/23

Bid No.: 23-037

**FINAL VENDOR REFERENCE LIST  
CORDOVA SQUARE (MARKETPLACE) AT 12TH AVENUE POND REHABILITATION  
ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
049644	A CUT ABOVE TREE CARE & LANDSCAPE INC	1834 ESCAMBIA AVE	PENSACOLA	FL	32503	Y
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
086047	ADAM HASSEBROCK	1720 W FAIRFIELD DR STE L 11	PENSACOLA	FL	32501	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
046667	ALFRED BURGDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
086284	ARROWHEAD CONTRACTING INC	504 W INTENDENCIA	PENSACOLA	FL	32501	Y
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
065014	BIG ORANGE ENT LLC DBA ESCAPE LANDSCAPING AND LAWN CARE	704 THORNWOOD PLACE	PENSACOLA	FL	32514	Y
038068	BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BOULEVARD	PENSACOLA	FL	32505	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
074458	BLUE SKY LANDSCAPES LLC	6847 N 9TH AVE SUITE A #342	PENSACOLA	FL	32504	Y
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
068970	BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
053081	BUBBA BOX LLC	1249 S OLD CORRY FIELD RD	PENSACOLA	FL	32507	
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHAUVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
074690	COMPLETE GROUNDS MAINTENANCE	2172 W NINE MILE RD #117	PENSACOLA	FL	32534	
084217	CROOM, NEAL DBA TRISERVICES	2849 CARRINGTON LAKE BLVD	CANTONMENT	FL	32533	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
066983	DEMOLITION PROS LLC	366-B AIRPORT BLVD	PENSACOLA	FL	32503	Y
086049	DPF FL LLC DBA JDOG JUNK REMOVAL & HAULING PCOLA	391 MAN'O'WAR COURT	CANTONMENT	FL	32533	
059555	EAGER BEAVER PROFESSIONAL TREE CARE LLC	2170 LONGLEAF DR	PENSACOLA	FL	32505	Y



Submittal Due Date: 09/06/23

Bid No.: 23-037

**FINAL VENDOR REFERENCE LIST  
CORDOVA SQUARE (MARKETPLACE) AT 12TH AVENUE POND REHABILITATION  
ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
086264	ECO GARDENS LANDSCAPING INC	PO BOX 1508	GULF BREEZE	FL	.32562	
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
040914	ELLIS CRANE WORKS INC	4639 TRAILER TRAIL	PACE	FL	32571	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
083264	FOREVER LAWN EMERALD COAST	210 TILDEN ST NW	FORT WALTON BCH	FL	32548	
067563	FOUR C'S LANDSCAPING SVCS INC DBA ALTMAN LANDSCAPING	410 DOLPHIN STREET	GULF BREEZE	FL	32561	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
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	
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW RD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
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 ST 1, #110	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 ST STE 104	PENSACOLA	FL	32501	
081690	GULF MARINE CONSTRUCTION	1232 North Pace Boulevard	PENSACOLA	FL	32505	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
074292	INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
067491	JACKSON, EDDIE L DBA FAMILY LANDSCAPING	P O BOX 3670	PENSACOLA	FL	32516	Y
050070	JAMES A RICH JR DBA JAMES RICH BUILDERS INC	PO BOX 17173	PENSACOLA	FL	32522	
086822	JNB CONTRACTING LLC	761 North Daleville Ave.	Daleville	AL	36322	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	

Submittal Due Date: 09/06/23

Bid No.: 23-037

**FINAL VENDOR REFERENCE LIST  
CORDOVA SQUARE (MARKETPLACE) AT 12TH AVENUE POND REHABILITATION  
ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
051998	KIRKLAND, WILLIE JR DBA WILLIE KIRKLAND TRUCKING	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	Y
064730	KNIGHT LANDSCAPE CONCEPTS INC	1090 DAFFIN ROAD	MOLINO	FL	32577	Y
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
021606	MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
085445	MERRITT OUTDOOR SERVICES LLC	1770 JACKS BRANCH ROAD	CANTONMENT	FL	32533	
084965	MILLER, RYAN MARSHALL DBA MILLER'S IRRIGATION AND MORE	7039 SCHWAB DRIVE	PENSACOLA	FL	32504	
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	Y
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
049009	PARRIS CONSTRUCTION CO LLC	3636 NORTH L STREET	PENSACOLA	FL	32505	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
085694	POOLE, DERRICK DEMETRIS DBA DERRICK POOLE CONSTRUCTION LLC	1261 TRAMMEL BOULEVARD	PENSACOLA	FL	32505	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
060366	RANDY R HINKLER LANDSCAPING CONT'R & TREE SURGEON INC	1978 AVENIDA DEL SOL	NAVARRE	FL	32566	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	Y
082482	RUDOLPH, D'VALIS MARQUIS CUTS N BEYOND LLC	2733 GODWIN LN	PENSACOLA	FL	32526	
060976	SAFE LAWN INC	PO BOX 11651	PENSACOLA	FL	32524	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	

Submittal Due Date: 09/06/23

Bid No.: 23-037

**FINAL VENDOR REFERENCE LIST  
CORDOVA SQUARE (MARKETPLACE) AT 12TH AVENUE POND REHABILITATION  
ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
086821	SUPERIOR ROW SERVICES LLC	15000 CITRUS COUNTY DRIVE	DADE CITY	FL	33523	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
086065	TRENT M PATTERSON DBA PATTERSON CSP LLC	6530 N PALAFOX ST #8	PENSACOLA	FL	32503	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
083934	VICKERS, TAYLOR DBA TAYLOR'D CONSTRUCTION & CO LLC	1560 CADENCE LOOP	PENSACOLA	FL	32514	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
051855	WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 113





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00726

City Council

10/12/2023

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### **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 \$500 for Westside Garden District Neighborhood Association, \$500 for the H.Y.P.E. Annual Turkey Drive, \$500 for the U.S. Marine Corps Leage J.R. Spears Detachment #66 and \$500 for Knowledge Ministries, Inc. doing business as the Golden Elite Track and Field Club 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 purpose of the Westside Garden District Neighborhood Association is to provide an organized framework to promote, preserve and enhance the quality of life and values in the neighborhood by elevating and marketing the image of the neighborhood, promoting a sense of pride and identity among the residents and creating a unified voice to address issues that impact the neighborhood. The boundaries of the Westside Garden District Neighborhood Association are North "A" Street south to West Garden Street; West Garden Street west to Pace Boulevard; Pace Boulevard North to West Cervantes Street. Funding will be used to offset costs associated with various meetings and activities sponsored by the Neighborhood Association.

H.Y.P.E. is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Turkey Drive. The Annual Turkey Drive feeds many families that would not be able to afford Thanksgiving meals for their families. It also provides kids the opportunity to help their community and teach them the importance of giving back and community service. Funding will be used towards this turkey drive.

The mission of the Marine Corps League is to join together in camaraderie and fellowship for the purpose of preserving the traditions and promoting the interests of the United States Marine Corps. This is accomplished by banding together those who are now serving in the United States Marine Corps and those who have been honorably discharged from that service; voluntarily aiding and rendering assistance to all Marines and former Marines and to their widows and orphans, and by perpetuating the history of the United States Marine Corps through fitting acts to observe the anniversaries of historical occasions of particular interest to Marines. October 28, 2023, marks the 39th year for the Semper Fi 5k Charity Run. The origin of the run was as a fundraiser for the children and families of the Marines and Sailors who had perished in the Marine Barracks Beirut, Lebanon terrorist bombing attack on October 23, 1983. Going into the 39th year of the Semper Fi 5K run's legacy, the event has raised nearly \$700,000 for local charities. This year's recipients are Santa Rosa Kids' House, Vision of Hope, Be the Miracle, and Veterans in Distress Fund, Gulf Coast Kid's House and the Ryan Blackwell Foundation. Funds will be used towards this endeavor.

Founded by Army Veteran Michael Etheredge in 2003, the Knowledge Ministries Inc. DBA Golden Elite Track and Field Club is more than just an organization - it's a community built on faith, fitness and the pursuit of excellence. Their mission is to ignite a passion for physical activity, integrity, and self-respect within our community by utilizing the dynamic platform of track and field. They are dedicated to educating our community about the significance of leading a vibrant, drug-free lifestyle while fostering respect for oneself and others. Through the thrilling world of track and field, they champion the causes of reducing childhood obesity, preventing heart disease and diabetes and advocating for abstinence. Together with W. Demps II Family Foundation, Golden Elite Track and Field Club will host their 2<sup>nd</sup> Annual Breakfast with Santa on December 16, 2023. Funding will be used towards the purchase of bicycles at certain Title 1 schools using school navigators through the Children's Home Society.

#### **PRIOR ACTION:**

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

#### **FUNDING:**

Budget:	\$ 143	FY 2023 District 7 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 7 Discretionary Funds
	<u>\$ 10,843</u>	
Actual:	\$ 500	Westside Garden District Neighborhood Association
	500	H.Y.P.E.
	500	U.S. Marine Corps League
	<u>500</u>	Golden Elite Track & Field Club
	<u>\$ 2,000</u>	

#### **FINANCIAL IMPACT:**

A balance of \$143 is currently within the District 7 Discretionary Fund Account for FY 2023 and \$10,700 within the District 7 Discretionary Fund Account for FY 2024 for a total balance of \$10,843. Upon approval by City Council, a balance of \$8,843 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 #: 23-00730

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

AFFORDABLE HOUSING ADVISORY COMMITTEE APPOINTMENTS

### **RECOMMENDATION:**

That City Council acknowledge the following Escambia County appointments to the Affordable Housing Advisory Committee for the terms ending as described:

Lauren Green-December 31, 2024

Renee Wilhoit-December 31, 2024

Commissioner Lumon May-August 19, 2026

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The Escambia Pensacola Affordable Housing Advisory Committee (AHAC), established pursuant to the State Housing Initiatives Partnership (SHIP) Act and the Escambia/Pensacola SHIP Interlocal Agreement, serves as an advisory committee that makes recommendations annually to City Council and the Board of County Commissioners regarding initiatives to encourage and facilitate affordable housing. Under the SHIP Interlocal with the County, the County and City agreed to jointly establish and staff the AHAC and that appointments will be jointly approved by the Board of County Commissioners and the City Council.

The Act and Interlocal Agreement specifies that the City and County will appoint citizens to the AHAC who represent the membership composition required under F.S. 420.9076. In accordance with the Act, the membership of the committee shall consist of at least eight but not more than eleven members. The committee must consist of one locally elected official from each county or municipality and one representative from at least six of the following categories:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (b) A citizen who is actively engaged in banking or the mortgage banking industry in connection with affordable housing;
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;



- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing;
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing;
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (h) A citizen who actively serves on the local planning agency, pursuant to s: 163.3174, Florida Statutes;
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments;
- (j) A citizen who represents employers within the jurisdiction; and
- (k) A citizen who represents essential services personnel as defined in the local housing assistance plan.

Per the Interlocal Agreement, the city is responsible for appointing a representative from the City of Pensacola Planning Board and a citizen who resides within the city. On December 16, 2021, City Council reappointed Paul Ritz, a member of the City of Pensacola Planning Board, and Crystal Scott, a city resident, to the AHAC for a three (3) year term expiring December 31, 2024. Council recently reappointed Council President Delarian Wiggins to serve as the City's locally elected representative through August 19, 2026.

The County appointed Lauren Green as a citizen advocate for low income households and Renee Wilhoit as a citizen engaged in the mortgage/banking industry. Both appointees are filling committee vacancies and will serve out remaining terms through December 31, 2024. On September 7, 2023, the County reappointed Commissioner Lumon May to serve as the County's locally elected representative to serve through August 19, 2026.

City Council and the County Commission appoint members every three years or as needed to fill vacancies as outlined by Florida Statute and the SHIP Interlocal Agreement.

#### **PRIOR ACTION:**

April 14, 2022-Council approved the 2022-24 SHIP Program Interlocal Agreement with Escambia County

#### **FUNDING:**

N/A

#### **FINANCIAL IMPACT:**

The local government is required to staff and appoint members to the AHAC to carry out the requirements of F.S. 420.9076 in order to continue to receive SHIP funds.

#### **LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

N/A

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Lauren Green Application
- 2) Renee Wilhoit Application

**PRESENTATION:** No



## AFFORDABLE HOUSING ADVISORY COMMITTEE

### Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department  
Neighborhood Enterprise Division  
Attention: Timothy H. Evans  
221 Palafox Place, Suite 312  
Pensacola, FL 32502

Applications must be received at the above address by 5:00 p.m., April 28, 2023.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
X	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit provider of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Skilled building trades personnel

**PERSONAL DATA**

Mrs.	Lauren	D	Green
Salutation	First Name	Middle Initial	Last Name
913 Fleming Drive		Pensacola, FL 32514	
Street Address		City, State, Zip	
n/a	850-619-8920	green97@cox.net	
Home Phone	Cell Phone	Email Address	

**EMPLOYMENT DATA**

The Children's Home Society / Social Services Navigator / Global Learning Academy

Name of Employer	
17 S. Devilliers Street	Pensacola, FL 32502
Street Address	City, State, Zip
850-450-6172	lauren.green@chsfl.org
Work Phone	Work Email Address

Which method do you prefer to be contacted? personal email / cell phone

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Occupational Therapy Assistant	1999-2023 (now inactive)	Florida Board of Occupational Therapy

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_ No x \_\_\_\_\_

If yes, please explain:


Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
2021- current	Pensacola Women's Alliance
2023	Impact 100
2019 - present	JUST Pensacola

Are you a resident of Escambia County? (*Members MUST be a resident of Escambia County*)

Yes<sup>x</sup>\_\_\_\_\_ No\_\_\_\_\_

If yes, continuous resident since (year) 2000

Are you currently serving, or have you ever served, on a board or committee?

Yes<sup>x</sup>\_\_\_\_\_ No\_\_\_\_\_

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
2022-Present	Central Gulf Coast Freedom Schools, Inc.

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☒ Banking
- ☐ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☒ Education and Academia
- ☒ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have been concerned about affordable housing in Escambia County for several years. That concern grew deeper as I took a job as a Social Services Navigator with The Children's Home Society at Global Learning Academy in February 2022.

A lack of affordable housing causes students to move from school to school, eroding trust and progress that may have been made. I understand the need for a public/private partnership to solve problems. I am aware of substantial amounts of money at both the county's and city's disposal to solve some of the housing shortage. I am aware that it will take stakeholders sitting together and agreeing to sacrifice a portion of their potential personal gain for the greater good.

Can you attend meetings if they are held (check all that apply):

☐ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I want to learn from others and build upon the foundation that has been made.

I want to help find ways to access federal funds to incentivize developers. I want to appeal to the moral responsibility we all have to the homeless children in our community. Children who do not have stable housing, cannot learn.

Shelter is one of the most basic needs for humans that must be met before they can aspire to anything else. There is a cost in doing the right thing but there is an even greater cost in doing nothing or doing the wrong thing. I believe there is the will and the wealth in this county to do the right thing.

What do you hope to accomplish by serving on this Committee?


I want to motivate stakeholders to create more Section 8 Housing immediately.

I want city and county officials to change zoning laws as needed to allow for more housing units. I want to motivate stakeholders to use federal dollars to incentivize developers to build homes that teachers and firefighters can afford. As stated previously, I want to appeal to the moral responsibility we all have to find ways to house every child in Escambia County. Once again, a child who does not have stable housing, cannot learn. A child who cannot learn, does not have a path toward a productive life. A child with no path becomes an adult with very few choices and that is unacceptable.

*Attach Additional Sheets as Necessary*

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Lauren D. Green  
Applicant's Signature

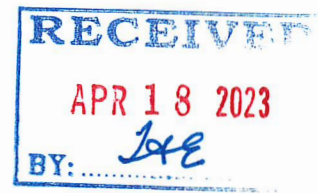
  
Date

## Addendum to Lauren Green's Application for Affordable Housing Advisory Committee

In addition to a multi-year waiting list that is now closed, below is an example of the immediate need for more Section 8 Housing:

The mother of 2 elementary school students secured a rental house near the school. After about 6 months of renting, the landlord received a lucrative offer on the home and the family had to move out. Due to a lack of affordable rental properties, they had to move to a motel costing \$84/day or \$2,500/month. The mother is in crisis, struggling to pay. The children had to relocate to a new school. They had begun to build trust with their Global family and make academic progress. It takes weeks sometimes to secure special transportation. In the meantime, the children miss school and instruction. I believe this is happening throughout our community. Homeowners/landlords and developers profit at the expense of low-income families.

- In Global Learning Academy's area, of 46 rentals, 3 were under \$1,000 per month and all too small to house a family.
- In GLA's area, 146 properties for sale with only 27 under \$250,000.
- Median family income in Pensacola is \$59,119. I do not have the statistics, but I am sure the average Global family income is much less than \$59M.



## AFFORDABLE HOUSING ADVISORY COMMITTEE

### Application for Appointment

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 Neighborhood Enterprise Division  
 Attention: Timothy H. Evans  
 221 Palafox Place, Suite 312  
 Pensacola, FL 32502

Applications must be received at the above address by 5:00 p.m., April 28, 2023.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
x	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit provider of affordable housing
x	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Skilled building trades personnel



**PERSONAL DATA**

Ms	Renee'	D.	Wilhoit
Salutation	First Name	Middle Initial	Last Name
3505 Marques Street	Pensacola, FL 32505		
Street Address		City, State, Zip	
	850-516-6526	reneewilhoit@synovus.com	
Home Phone	Cell Phone	Email Address	

**EMPLOYMENT DATA**

Synovus

Name of Employer		
125 W Romana Street, Suite 101	Pensacola, FL 32502	
Street Address	City, State, Zip	
850-436-2982	Pensacola, FL 32502	
Work Phone	Work Email Address	

Which method do you prefer to be contacted? email or phone

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

If yes, please explain:


Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
1988	Pensacola Association of Realtors
1988	Home Builders of NWFL
1988	Women's Council of Realtors
2022	Ready Read Kids

Are you a resident of Escambia County? (*Members MUST be a resident of Escambia County*)

Yes ☒ No ☐

If yes, continuous resident since (year) 1988

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
Favor House of Nwfl Board of Directors	2013 - 2018
Affordable Housing Advisory Board	
Women's Council Board	2021 - 2022

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

Lending for affordable housing for over 30 years

6 years previously on the Affordable Housing Board

Appointed to the Task Force 500 homes in 5 years

Helped Pilot Synovus's program for 1st Time Homebuyer with a Grant of \$ 5,000

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I have been in the lending industry for over 30 yrs. At one time we would get up at three o'clock in the morning to arrive at the lending office to 40/50 folks standing in line to receive Bond First Time Home Buyer funds. Now we have folks searching for a home they could afford in a neighbor that is safe to raise their families and seeking help with downpayment/closing cost. Affordable Housing is on the top of the list for our community. From lenders, builders, consumers, Gov't. I want to know I helped in some way to make this happen.

Synovus my employer is also involved in helping First Time Homebuyers. We offer 100% financing with a \$ 5,000 Grant. There's nothing better to see someone receive funds to help them purchase a home how very happy they are.

What do you hope to accomplish by serving on this Committee?

To help our community help 1st Time Homebuyers and to ensure someone is looking out for affordable housing for everyone.

*Attach Additional Sheets as Necessary*

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Renee' D Wilhoit

Applicant's Signature

April 17th, 2023

Date



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 23-00736

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

AWARD OF BID NO. 23-038 - STORM DRAINAGE OUTFALL MAINTENANCE/MECHANICAL DREDGING AT VARIOUS LOCATIONS IN BAYOU TEXAR

**RECOMMENDATION:**

That City Council award the contract for Bid No. 23-038 for outfall dredging in Bayou Texar at various locations for the Base Bid and Alternatives 1, 2, 3, and 4 to D K E Marine Services, Inc., the lowest and best responsible bidder, for a base price plus alternatives of \$584,095.00 plus 10% contingency in the amount of \$58,409.50, for a total contract price of \$642,504.50. 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 project is to perform stormwater drainage outfall maintenance / mechanical dredging at various locations in Bayou Texar, a Class III Florida Waterbody. This work includes the removal by mechanical dredging of accumulated sediments and debris from nine (9) stormwater outfall locations and disposal of spoil material at two different upland disposal sites. The base bid sites are as follows: Bayview Park, Seville Outfall, Lloyd St., Tyler Ave., and Menendez Drive. The four additive alternative sites are: E. Desoto St., Stow Ave., E. 34th St., and Chipley Ave.

This work is limited to the specific nine (9) storm drainage outfall locations named and does not include general dredging of the bayou.

Permits are secured for the specific work shown from the Department of the Army, Jacksonville District Corps of Engineers and the Florida Department of Environmental Protection. The work will be performed in accordance with those permits.

**PRIOR ACTION:**

None

**FUNDING:**

Budget:	\$370,746.13	FY23 Professional Services, Stormwater Capital Fund
	<u>\$335,934.27</u>	FY23 Bayou Texar Channel Dredging, Stormwater Capital Fund
	\$706,680.40	TOTAL

Actual:	\$584,095.00	Construction Contract
	\$ 58,409.50	10% Contingency
	<u>\$ 15,000.00</u>	Inspections
	\$657,504.50	TOTAL

**FINANCIAL IMPACT:**

Sufficient funding exists in the specified budget accounts in FY23 to cover this contract. These funds will be carried forward from the FY23 budget to cover the costs of this award. This action will allow the funding that was in the Professional Services account to be moved to the Bayou Texar Channel Dredging project.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

9/29/2023

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Tabulation Of Bids
- 2) D K E Marine Services, Inc. - Bid
- 3) Final Vendor Reference List
- 4) Storm Outfall Dredging Locations

**PRESENTATION:** No

## TABULATION OF BIDS

BID NO: 23-038

TITLE: STORM DRAINAGE OUTFALL MAINTENANCE / MECHANICAL DREDGING

Submittals Due: 09/18/2023, 2:30 P.M. Department: Public Works	DKE MARINE SERVICES, INC.  Pensacola, FL	LOFTIS MARINE, LLC  Pensacola, FL	H.G. HARDERS & SONS, INC.  Panama City, FL
Base Bid	\$442,140.00	\$571,855.00	\$583,270.00
Add. Alternate 1 (E. Desoto St)	\$39,130.00	\$43,705.00	\$30,043.50
Add. Alternate 2 (Stow Ave.)	\$43,810.00	\$47,087.00	\$36,535.50
Add. Alternate 3 (E. 34th St)	\$26,955.00	\$33,627.00	\$10,737.00
Add. Alternate 4 (Chipley Ave.)	\$32,060.00	\$39,139.00	\$22,620.00

\*\*\*\*\*

\*\*\*\*\*

**BID NO. 23-038**  
**STORM DRAINAGE OUTFALL MAINTENANCE/MECHANICAL DREDGING**  
**PROPOSAL**

**Base Bid**

(\$ 442,140.00 )

**Additive Alternate 1 (East Desoto Street)**

(\$ 39,130.00 )

**Additive Alternate 2 (Stow Avenue)**

(\$ 43,810.00 )

**Additive Alternate 3 (East 34th Street)**

(\$ 26,955.00 )

**Additive Alternate 4 (Chipley Avenue)**

(\$ 32,060.00 )

*\*A quantity sheet must be included for the submittal to be considered.*  
Bid Security in the proper form and in the amount of 5% of the base bid is submitted.

Dunns#/UEID: UP5LLHKF4BH3 (Federal Transparency Act Reporting Requirement)  
Florida Department of Professional Regulation Contractor's  
Certification or Registration  
No. GCG1526038 Expiration Date AUGUST 31, 2024

Signature  Date: 09/18/2023

Printed Name: DONALD K. PHILLIPS Title: PRESIDENT

Company: D K E MARINE SERVICES INC Address: 4111 LILLIAN HIGHWAY

Telephone: 850-455-4200 City: PENSACOLA

Fax: 850-453-4377 State: FLORIDA Zip: 32506

E-mail: DKEMARINE@COX.NET

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



**Bid 23-037**  
**Storm Drainage Outfall Maintenance/Mechanical Dredging**  
**Quantity Sheet**

8/10/2023

Company Name: D K E MARINE SERVICES, INC.

Item	Item Description	Unit	Qty	Unit Price	Extension
<b>BASE BID</b>					
1.	Mobilization/Demobilization	LS	1	\$130,000.00	\$130,000.00
2.	Pre-Dredge Bathymetric Survey	LS	1	\$19,500.00	\$19,500.00
3.	BAYVIEW PARK Mechanical Dredging and Spoil	CY	220	\$85.00	\$18,700.00
4.	SEVILLE Outfall Mechanical Dredging and Spoil Disposal (Placed in Scour Hole On-Site)	CY	260	\$60.00	\$15,600.00
5.	SEVILLE Outfall Mechanical Dredging and Spoil Disposal (Delivered to Spoil Location 1)	CY	455	\$85.00	\$38,675.00
6.	LLOYD ST Mechanical Dredging and Spoil Disposal	CY	204	\$85.00	\$17,340.00
7.	TYLER AVENUE Mechanical Dredging and Spoil	CY	409	\$85.00	\$34,765.00
8.	MENENDEZ DRIVE Mechanical Dredging and Spoil	CY	116	\$85.00	\$9,860.00
9.	Post-Dredge Bathymetric Surveys	LS	1	\$19,500.00	\$19,500.00
10.	Floating Turbidity Barrier	LF	1800	\$49.00	\$88,200.00
11.	Turbidity Monitoring	LS	1	\$25,000.00	\$25,000.00
12.	Spoil Site Erosion/Sedimentation Controls	LS	1	\$25,000.00	\$25,000.00
<b>BAYOU TEXAR DREDGING TOTAL</b>					<b>\$442,140.00</b>

<b>Additive Alternatives</b>					
<b>Additive Alternative 1 (East Desoto Street)</b>					
13.	<b>EAST DESOTO ST Outfall Mechanical Dredging and Spoil Disposal</b>	CY	78	\$110.00	\$8,580.00
14.	Pre-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
15.	Post-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
16.	Floating Turbidity Barrier	LF	335	\$30.00	\$10,050.00
17.	Turbidity Monitoring	LS	1	\$1,000.00	\$1,000.00
18.	Spoil Site Erosion/Sedimentation Controls	LS	1	\$500.00	\$500.00
<b>Additive Alternative 1 Total</b>					<b>\$39,130.00</b>
<b>Additive Alternative 2 (Stow Avenue)</b>					
19.	<b>STOW AVE Outfall Mechanical Dredging and Spoil Disposal</b>	CY	108	\$150.00	\$150.00
20.	Pre-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
21.	Post-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
22.	Floating Turbidity Barrier	LF	237	\$30.00	\$7,110.00
23.	Turbidity Monitoring	LS	1	\$1,000.00	\$1,000.00
24.	Spoil Site Erosion/Sedimentation Controls	LS	1	\$500.00	\$500.00
<b>Additive Alternative 2 Total</b>					<b>\$43,810.00</b>

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

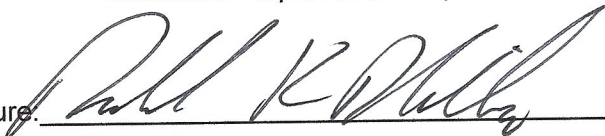


**Bid 23-037**  
**Storm Drainage Outfall Maintenance/Mechanical Dredging**  
**Quantity Sheet**

8/10/2023

Company Name: D K E MARINE SERVICES, INC.

Item	Item Description	Unit	Qty	Unit Price	Extension
<b>Additive Alternative 3 (East 34th Street)</b>					
25.	<b>EAST 34TH ST Outfall Mechanical Dredging and Spoil Disposal</b>	CY	11	\$325.00	\$3,575.00
26.	Pre-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
27.	Post-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
28.	Floating Turbidity Barrier	LF	96	\$30.00	\$2,880.00
29.	Turbidity Monitoring	LS	1	\$1,000.00	\$1,000.00
30.	Spoil Site Erosion/Sedimentation Controls	LS	1	\$500.00	\$500.00
<b>Additive Alternative 3 Total</b>					<b>\$26,955.00</b>
<b>Additive Alternative 4 (Chipley Avenue)</b>					
31.	<b>CHIPLEY AVE Outfall Mechanical Dredging and Spoil Disposal</b>	CY	19	\$400.00	\$7,600.00
32.	Pre-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
33.	Post-Dredge Bathymetric Survey	LS	1	\$9,500.00	\$9,500.00
34.	Floating Turbidity Barrier	LF	132	\$30.00	\$3,960.00
35.	Turbidity Monitoring	LS	1	\$1,000.00	\$1,000.00
36.	Spoil Site Erosion/Sedimentation Controls	LS	1	\$500.00	\$500.00
<b>Additive Alternative 4 Total</b>					<b>\$32,060.00</b>
Reference: Current FDOT Design & Construction Standards in Effect at the Time of Bid, and per permit requirements.					
1. Bid shall include all associated earthwork and necessary back-sloping as determined by the City of Pensacola.					
2. This bid proposal contains line items which may not be called out on the plans. Such items have been included to address potential unforeseen conditions.					

Title: PRESIDENT, D K E MARINE SERVICES, INC.By: DONALD K. PHILLIPS  
Authorized Representative (Please Print)Signature: Date: 09/18/2023

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: D K E MARINE SERVICES, INC.

Date: 09/18/2023

Authorized  
Signature



Printed Name: D K E MARINE SERVICES, INC.

**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 debarbs 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.

D K E MARINE SERVICES, INC.

Company Name



Authorized Signature

DONALD K. PHILLIPS, PRESIDENT

Printed Name

SEPTEMBER 18, 2023

Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



## VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

**In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.** For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third-party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

**If not, mark "N/A."**

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A	N/A	N/A

**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 \$ 100,000.00, 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:

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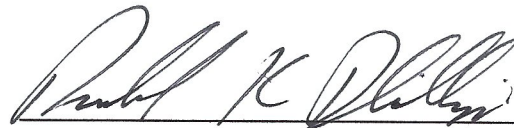
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Authorized Official

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL.**




## DRUG-FREE WORKPLACE CERTIFICATE

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services 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 workplace through implementation of this section.

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

  
Signature

DONALD K. PHILLIPS  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

Addendum Date: August 31, 2023

CITY OF PENSACOLA, FLORIDA  
ADDENDUM #1

**Storm Drainage Outfall Maintenance/Mechanical Dredging**


Bid No. 23-038

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company: D K E MARINE SERVICES, INC Date: SEPTEMBER 18, 2023

Authorized Representative: DONALD K. PHILLIPS Title: PRESIDENT  
Printed Name

Signature: 

1. Pre-Bid Meeting notes and attendance sheet are attachment #1.
2. The Scope of Work on Index 3 is replaced with the updated attachment #2 Scope of Work. Two paragraphs were modified with added items underlined and highlighted, and deleted items struck through.
3. The updated construction plans dated 6/27/2022 by Kenneth Horne & Associates, Inc. and January 2022 coversheet with 1/10/2020 by Mott MacDonald Florida, LLC are attachment #3 and are to be used for work to be performed. Not all work shown in the permits (below) are part of this construction and maintenance project.
4. The updated Department of the Army Jacksonville District Corps of Engineers (ACE) and Florida Department of Environmental Protection (DEP) permits are attachment #4. The relevant permits are:
  - a. ACE Permit #: SAJ-2019-00533 (LOP-HMM) Dated: November 27, 2019
  - b. DEP Permit #: 0316761-003-EI/17 Dated: June 18, 2019
  - c. DEP Permit #: 0316761-004-EI/17 Dated: May 20, 2022
  - d. ACE Permit #: SAJ-2022-01273 (SP-HMM) Dated: June 21, 2023
  - e. DEP Permit #: 0316761-005-EI/17 Dated: August 11, 2022

Questions and Answers:

1. Please confirm we can hydraulically dredge each outfall location by pumping into a dewatering truck. Dredge spoils will be dewatered and hauled to location 2 disposal site. Seville outfall rock work will be done by barge.

*Answer: Only mechanical dredging is allowed by permit and approved plans. Only dredge spoils identified on the plans as potentially contaminated will be hauled to spoil site #2. Per plans Chipley Avenue location is the only spoils that will be transported to spoil site #2. Seville scour hole is modified and will only receive dredged materials, rock is not allowed per permit.*



Bond No. BID

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we DKE Marine Services, Inc.  
4111 Lillian Highway, Pensacola FL 32506

as Principal hereinafter called the Principal, and Old Republic Surety Company, PO Box 1635, Milwaukee WI 53201  
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,  
are held and firmly bound unto City of Pensacola - Bid 23-038 Storm Drainage Outfall Maintenance/Mechanical Dredging

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount bid

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
Maintenance/Mechanical Dredging / Multiple Locations

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of September, 2023

Johske A. Davidson  
Witness

DKE Marine Services, Inc.

Principal (Seal)  
By: Dale K. Phillips President  
Name/Title

Emilie Burke  
Witness

Old Republic Surety Company, PO Box 1635, Milwaukee WI  
Surety

By: Tina M. Wilson Attorney-in-Fact  
Tina M. Wilson







# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JAMES CARMON GRACE, CLYDE WAYNE HOOD, TINA M. WILSON, OF PENSACOLA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of OCTOBER, 2022.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of OCTOBER, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2026

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3895

Signed and sealed at the City of Brookfield, WI this day of



*Karen J. Haffner*

Assistant Secretary

UNDERWOOD ANDERSON INSURANCE





DKEMARI-01

DSTEWART

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> M.E. Wilson dba Underwood Anderson Insurance 2302 North 9th Avenue Pensacola, FL 32503	<b>CONTACT NAME:</b> Dixie Lee Stewart <b>PHONE (A/C, No, Ext):</b> (850) 434-5526 <b>FAX (A/C, No):</b> (850) 438-0330 <b>E-MAIL ADDRESS:</b> dixie@underwoodanderson.com														
<b>INSURED</b>  DKE Marine Services, Inc PO Box 2395 Pensacola, FL 32506	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Clear Blue Specialty Insurance Company</td><td>37745</td></tr><tr><td>INSURER B : Auto Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C : American Interstate Insurance Company - AMERISAFE</td><td>31895</td></tr><tr><td>INSURER D : Southern Insurance Company</td><td>19216</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Clear Blue Specialty Insurance Company	37745	INSURER B : Auto Owners Insurance Company	18988	INSURER C : American Interstate Insurance Company - AMERISAFE	31895	INSURER D : Southern Insurance Company	19216	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		AR01RS230423501	4/25/2023	4/25/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5029368000	3/13/2023	3/13/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
PIP	\$ 10,000																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL3157452023	3/4/2023	3/4/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	<input checked="" type="checkbox"/> Leased/Rented Equip			78666282	1/9/2023	1/9/2024	<table><tr><td>Limit</td><td>\$ 325,000</td></tr></table>	Limit	\$ 325,000												
Limit	\$ 325,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Pensacola is an Additional Insured with regards to the General Liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pensacola  
PO Box 12910  
Pensacola, FL 32521

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Submittal Due Date: 09/18/23

Bid No.: 23-038

**FINAL VENDOR REFERENCE LIST  
STORM DRAINAGE OUTFALL MAINTENANCE / MECHANICAL DREDGING  
PUBLIC WORKS**

Vendor	Name	Address	City	St	Zip Code	SMWBE
086047	ADAM HASSEBROCK	1720 W FAIRFIELD DR STE L 11	PENSACOLA	FL	32501	
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	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
086881	BAYSIDE DREDGING	5035 ULMERTON ROAD	CLEARWATER	FL	33760	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
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
028816	BULL DREDGING INC	404 SANIBEL CT	NEPTUNE	FL	32266	
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
083068	COASTAL DREDGING COMPANY INC	19128 ROBERT ROAD	HAMMOND	LA	70401	
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
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
059149	DREDGE AMERICA INC	9555 NW HIGHWAY N	KANSAS CITY	MO	64153	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
020129	FLORIDA DREDGE & DOCK INC	1040 ISLND AVE	SAFETY HARBOR	FL	34695	
086882	G A HERRING MARINE CONSTRUCTN LLC	14224 RIVER ROAD	PENSACOLA	FL	32507	
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	
030390	GREAT LAKES DREDGE & DOCK COMP	2122 YORK ROAD	OAK BROOK	IL	60523	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW RD	MILTON	FL	32583	Y
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
016100	H G HARDERS & SONS INC	5521 EAST HIGHWAY 98	PANAMA CITY	FL	32404	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
074292	INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
059147	INLAND DREDGING COMPANY LLC	PO BOX 1189	DYERSBURG	TN	38025	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
085396	JRM CONSTRUCTION GROUP INC	4617 HEATHERWOOD WAY	PACE	FL	32571	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
039164	LOFTIS MARINE LLC	2106 W GIMBLE ROAD	PENSACOLA	FL	32502	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	

Submittal Due Date: 09/18/23

Bid No.: 23-038

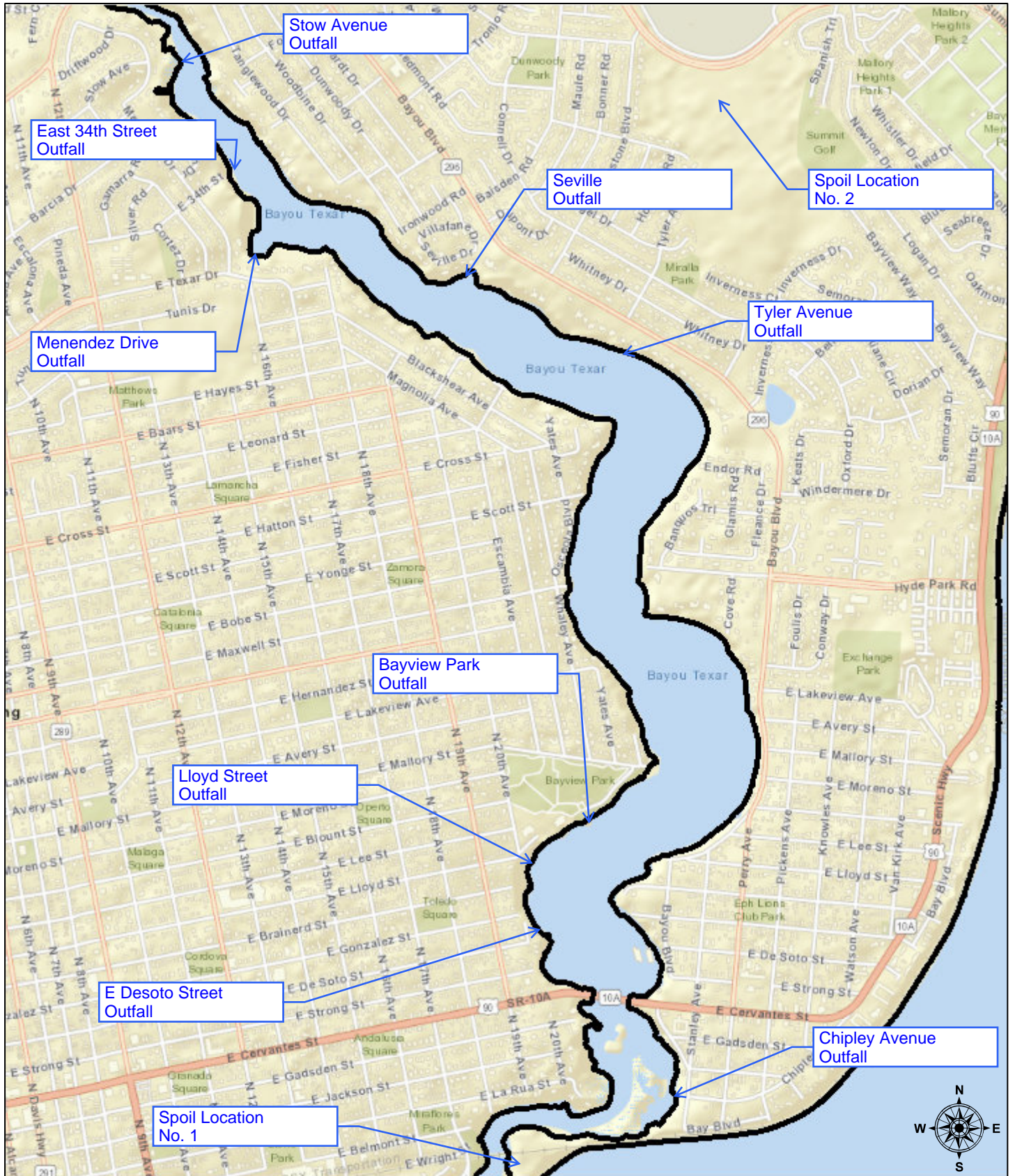
**FINAL VENDOR REFERENCE LIST  
STORM DRAINAGE OUTFALL MAINTENANCE / MECHANICAL DREDGING  
PUBLIC WORKS**

Vendor	Name	Address	City	St	Zip Code	SMWBE
052012	MARCOL DREDGING	5639 ATTAWAY AVE	N CHARLESTON	SC	29406	
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
052011	MOBILE DREDGING & PUMPING CO	3100 BETHEL RD	CHESTER	PA	19013	
050405	NATIONAL HYDRAULIC DREDGE, LLC	2971 ESTANCIA BLVD #419	CLEARWATER	FL	33761	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
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
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
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
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
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
054436	WATERFRONT PROPERTY SERVICES LLC DBA GATOR DREDGING	13630 50TH WAY NORTH	CLEARWATER	FL	33760	

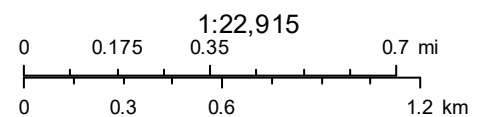
Vendors: 60



# Storm Outfall Dredging Locations



September 28, 2023



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

WARNING : THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data.

Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00749

City Council

10/12/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Delarian Wiggins

**SUBJECT:**

APPOINTMENTS - ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

**RECOMMENDATION:**

That City Council appoint three (3) individuals to the Escambia-Pensacola Human Relations Commission for a term of two (2) years, expiring October 1, 2025.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Escambia-Pensacola Human Relations Commission has been re-established by the Escambia County Board of County Commissioners - County Ordinance 2019-13. The Commission is established 1) to provide local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status; and 2) to improve community relations, which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

The following are incumbents that wish to be considered for reappointment:

<b><u>Nominee</u></b>	<b><u>Nominated by</u></b>
Joyce Hopson	Incumbent
Haley Morrisette	Incumbent
Sydney Robinson	Incumbent

**PRIOR ACTION:**

Council makes appointments to this commission every two years.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List - Council's appointees
- 2) Application of Interest - Dr. Joyce Hopson
- 3) Resume - Dr. Joyce Hopson
- 4) Application of Interest - Haley Morrisette
- 5) Resume - Haley Morrisette
- 6) Application of Interest - Sydney Robinson
- 7) Resume - Sydney Robinson
- 8) Ballot

**PRESENTATION:** No

**Escambia-Pensacola Human Relations Commission**

<b>Name</b>	<b>Profession</b>	<b>Appointed By</b>	<b>No. of Terms</b>	<b>Year</b>	<b>Exp Date</b>	<b>First Appointed</b>	<b>Term Length</b>	<b>Comments</b>
Broughton, Teniade		Council - Ex Officio	0	2023	10/1/2023	12/15/2022	2	
Hopson, Joyce		Council	1	2023	10/1/2023	7/15/2021	2	
Morrisette, Haley		Council	0	2023	10/1/2023	7/15/2021	2	
Robinson, Sydney		Council	0	2023	10/1/2023	7/15/2021	2	

Term Length: INITIALLY - 2 years . See County Ordinance 2019-13 (SEE NOTES SECTION)

Upon the effective date of County Ordinance 2019-13 and for two years thereafter, the Escambia-Pensacola Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform ex officio the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform ex officio the functions of an additional office;

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon expiration of the initial two-year term, the Escambia-Pensacola Human Relations Commission shall be composed of seven (7) voting members:

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon the expiration of the initial two-year term, two members appointed by the Escambia County Board of County Commissioners and one member appointed by the City of Pensacola shall each serve a three-year term. The remaining two members appointed by the Escambia County Board of County Commissioners and two members appointed by the City of Pensacola shall each serve a two-year term. Thereafter, all Commissioners will serve two-year staggered terms. No term limits for a member to serve on the Commission. All members of the Commission shall be electors of Escambia County.



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Monday, September 25, 2023 8:39 AM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

**THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**

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

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

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

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

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(Section Break)

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### Personal Information

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Name	Dr. Joyce Hopson
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Home Address	10479 Millbrook Drive
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Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

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Preferred Contact Phone Number(s)	18503133031
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Email Address	<a href="mailto:11jhopson@gmail.com">11jhopson@gmail.com</a>
---------------	--

---

Upload Resume (optional)	<a href="#">Resume Dr. Hopson 2023.pdf</a>
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(Section Break)

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## Details

Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Escambia Pensacola Human Relations Commissions Board
Please list the reasons for your interest in this position:	To maintain interest and to advocate on behalf of community to assist in community relations, equal employment opportunities, and fair housing.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Escambia Pensacola Human Relations Commissions
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	Yes

(Section Break)

## Diversity

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

Gender	Female
Race	African-American
Physically Disabled	No

(Section Break)

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Acknowledgement of Terms    I accept these terms.

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

# Dr. Joyce Hopson

9/25/2023



10479 Millbrook Dr.  
Pensacola, FL 32534  
850 313-3031  
11jhopsongmail.com

## Objectives

Seeking employment that will challenge me further, while allowing me to contribute to the continued growth and success of an organization of producing outstanding citizens which is our future of tomorrow.

## Education

University of Missouri, Columbia, Missouri  
August, 1996  
Ph.D., Business Education & Computer Science

**Dissertation:** *“A Comparative Study of Factors Leading To The Retention of African American Students and Non-Minority Students Enrolled in Business Programs At A Northwest Florida Community College”*

Arkansas State University Jonesboro, Arkansas  
August, 1986  
M.S.Ed. Specialist., Business Education & Community College

University of Arkansas Fayetteville, Arkansas  
May, 1977  
M. Ed., Business Education

University of Arkansas Fayetteville, Arkansas  
May, 1975  
B.S., Personnel Management & Business Education

Oak Grove High School, Rosston, Arkansas  
May, 1971, Diploma

## Experience

Professor | Pensacola State College  
August 17, 1977 – February 28, 2014

Design course content and organizing instructional materials so that students can benefit maximally from self-directed and teacher-directed instructions in the classroom.

Developed course syllabi, and curriculum materials based upon the state of Florida’s performance standards for all computer and business education courses.

Integrated packets which includes a word processor, spreadsheet, internet, and database.

Supervised student teachers from University of West Florida, Florida A & M University, and Pensacola State College.

Offer workshops within the department and campuses.

Organized and Founder of Charter Chapter, Future Business Leaders of Tomorrow.

Taught classes such as Word Processing I & II, Keyboarding Skills, Document Processing, Computer Science: Keyboarding I & II, Introduction to Computer, Business Mathematics, Accounting, Record Management, Shorthand, Record Keeping, and Lotus, Excel, PowerPoint, Database, and Computer Concepts Application.

Textbook Reviewer for Glencoe-McGraw Hill Publishers for Computer Applications and Keyboarding.

### **Community/Volunteer Activities**

- ☐ National Association For The Advancement of Colored People, Secretary Pensacola Branch #5124 (2009-2018)
- ☐ National Coalition of 100 Black Women, Pensacola Chapter, Inc. President (2015-2018), Member-Present
- ☐ National Council of Negro Women, Pensacola Chapter
- ☐ Alpha Kappa Alpha Sorority, Inc., Life Member Silver Star, Emerging Young Leader, Founder
- ☐ First Corinthian Baptist Church, Pensacola, FL
- ☐ Friendship Missionary Baptist Church, Pensacola, FL
- ☐ Alabama West Florida Civitan
- ☐ Northwest Florida Girl Scout Troop Leader 411
- ☐ Southern Youth Sports Association, Mentor
- ☐ Big Brothers, Big Sisters
- ☐ Reelect Lumon May Campaign Sign Manager
- ☐ Oakcrest Elementary School/ Substitute
- ☐ Freddie M. Washington/Dr. Joyce Hopson Scholarship Fund
- ☐ Pensacola State College Alumni
- ☐ Volunteer for Booker T. Washington & Pensacola High School Booster
- ☐ 2017 Dr. Martin Luther King Legacy Award
- ☐ 2010-Present Escambia County School Mentor
- ☐ 2021 Escambia Pensacola Human Relations Commission Board

### **References**

Upon Request

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Monday, September 18, 2023 6:21 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

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### Personal Information

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Name	Haley Morrisette
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Home Address	4236 Acacia Dr. Pensacola, FL 32503
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Business Address	Field not completed.
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---

To which address do you prefer we send correspondence regarding this application?	Home
---	------

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Preferred Contact Phone Number(s)	8502665620
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---

Email Address	<a href="mailto:morrissettehaley@gmail.com">morrissettehaley@gmail.com</a>
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---

Upload Resume (optional)	<a href="#">HMResumeLeft-2.pdf</a>
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(Section Break)

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Details

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Are you a City resident? Yes

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If yes, which district? 5

---

If yes, how long have you been a City resident? 10+ years

---

Do you own property within the City limits? Yes

---

Are you a registered voter in the city? Yes

---

Board(s) of interest: Escambia - Pensacola Human Relations Commission

---

Please list the reasons for your interest in this position: I am invested in the equal and fair treatment of our city and counties citizens.

---

Do you currently serve on a board? Yes

---

If yes, which board(s)? EPHRC

---

Do you currently hold a public office? No

---

If so, what office? *Field not completed.*

---

Would you be willing to resign your current office for the appointment you now seek? No

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(Section Break)

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Diversity

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

---

Gender Female

---

Race African-American

---

Physically Disabled No

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(Section Break)

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Acknowledgement of Terms    I accept these terms.

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



# Haley Morrisette



850.266.5620



morrissettehaley@gmail.com



4236 Acacia Drive, Pensacola, Florida 32503

## EDUCATION



- University of West Florida
- Masters of Social Work 2018*

## SKILLS



- Project Development
- Outreach Coordination
- Computer: MS Office, Google docs, Voter Activation Network (VAN)
- Database management
- Voter Education
- Crisis Intervention
- Training Lead
- Public Relations
- Digital Organizing
- Internal and External Organizational security

## AWARDS



- Lakeview Center Champion (2018)
- Florida Council Against Sexual Violence Elizabeth Knake Outstanding Advocate of the Year (2018)
- Baptist Healthcare Legend (2019)
- InWeekly Best of the Coast Runner-Up Best Volunteer (2018)
- InWeekly Best of the Coast Best Community Leader (2020)
- InWeekly Rising Star (2021)
- InWeekly Power List (2021 - current)
- Trailblazer Award-Community Voice (2023)

## EXPERIENCE

### **Dream Defenders National:** Deputy Organizing Director

Pensacola, FL

July 2022 - Present

- ❑ Work plan development and management of 5 lead organizers
- ❑ National strategy creation and implementation
- ❑ Developing and expanding membership of national chapters
- ❑ Data point development and maintenance within Every Action

### **Dream Defenders:** North Florida Regional Organizer

Pensacola, FL

June 2019 - July 2022

- ❑ Creation and implementation of field strategy
- ❑ Organizational coordination between community stakeholders
- ❑ Developing and expanding membership of Regional chapters
- ❑ Lead organizational alignment and endorsement process

### **New Florida Majority:** Research and Data Analyst

Pensacola, FL

May. 2019- Nov 2019

- ❑ Collection and interpretation of county wide data
- ❑ Strategic data collection and synthesis
- ❑ Working in tandem with Statewide analyst to identify patterns and trends

### **Women's March Florida:** Chapter Captain

Pensacola, FL

Nov 2017 - June 2019

- ❑ Lead Organizer
- ❑ Advisory Board member
- ❑ Lead organizer of March for Black Women solidarity rally
- ❑ System coordination with statewide chapters as well as local stakeholders
- ❑ Digital and in-person fundraising
- ❑ Amendment 4 canvassing in Tallahassee and Pensacola in conjunction with Women's March National, Ben & Jerry's and Planned Parenthood

### **B.L.A.C.K. Black Leaders Advocating Change through Knowledge:** Public Relations

Pensacola, FL

July 2016 - July 2017

- ❑ Primary coordinator of Get Out The Vote collaboration with NAACP
- ❑ Digital media relations
- ❑ External communications liaison during direct action
- ❑ Oversight of ten to twelve volunteers for voters registration drives

### **Black Women Empower Collective:** Community Service Director

Pensacola, FL

April 2016 - present

*Co-Founder*

- ❑ Management of resource sharing hub for new Black mothers
- ❑ Development of organizational structure and 501(c)3 establishment
- ❑ Facilitation of Black Women and Social Justice workshop at Black Women Empowering Black Women Summit in Tallahassee
- ❑ Oversight of ten to twelve volunteers between Pensacola and Tallahassee

### **From Pensacola:** Lead Organizer

Pensacola, FL

Nov 2014 - May 2016

*Grassroots organization mobilized after the non-indictment of Darren Wilson*

- ❑ Strategic organizer to raise awareness of extrajudicial murders within Escambia County and surrounding areas
- ❑ Development and implementation of community movement to remove confederate flag from Escambia County structures
- ❑ Facilitated direct action and partnered with organizations such as The John Sunday Society to save historically Black structures in Pensacola

**Lakeview Center:** Survivor Care Coordinator

*Pensacola, FL*

April 2013 - Sep 2019

- ❑ Outreach coordination and building relationships with community agencies
- ❑ Lead on informed trauma training for law enforcement, clergy and hospital administration.
- ❑ Primary counselor to victims of crime that are incarcerated
- ❑ Linking survivors to community resources after victimization
- ❑ Coordinating services between local hospitals in two counties and Victim Services
- ❑ Creation and implementation of fundraising strategy
- ❑ Development of consent campaigns for Sexual Assault Awareness Month
- ❑ Adjustment of program mechanics to account for changing societal issues

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Monday, September 25, 2023 11:26 AM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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**THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**

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

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

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

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

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(Section Break)

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### Personal Information

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Name	Sydney Robinson
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Home Address	511 N A st
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Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	8503901395
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Email Address	<a href="mailto:robinsonsydney@gmail.com">robinsonsydney@gmail.com</a>
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Upload Resume (optional)	<a href="#">robinson_sydney_resume.pdf</a>
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(Section Break)

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## Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	8
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Escambia County Pensacola Human Relations Commission
Please list the reasons for your interest in this position:	Have previously served on this commission, would like to continue our work in pursuing housing and employment equity in the city/county.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Escambia County Pensacola Human Relations Commission
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

## Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

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Acknowledgement of Terms   I accept these terms.

---

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

# SYDNEY ROBINSON

PENSACOLA, FLORIDA | 850.390.1395  
ROBINSONSYDNEYM@GMAIL.COM

[LINKEDIN](#)

## WORK EXPERIENCE

### CULTURAL AFFAIRS COORDINATOR - CITY OF PENSACOLA GOVERNMENT

*July 2022 - Present*

- Established new Cultural Affairs Program at City of Pensacola focused on promoting cultural events and creating public art opportunities.
- Lead Juneteenth Sponsorship program including fund disbursement, contracts, and applications.
- Lead public art projects including CUBED at City Hall, Poseidon's Garden.

### EXECUTIVE DIRECTOR - GALLERY NIGHT PENSACOLA

*December 2018 - August 2022*

- Manage 12 art and culture events yearly with approximately 10,000 attendees. Interface with city government, vendors, permitting, fees, coordinating with 100+ sponsors, merchants, vendors.
- Manage volunteer board of 15+ members, committees, event volunteers
- Grant writing and management, management of sponsorship contracts.
- Managing \$250,000 budget, invoicing, collections, bill-paying.
- Graphic design, social media management and PR

### FREELANCE REPORTER - INWEEKLY.NET

*November 2018 - August 2022*

Focusing on A&E and Human Interest, especially LGBTQ+ and BIPOC.

### LITIGATION ASSISTANT - LEVIN PAPANTONIO LAW

*June 2017 - January 2019*

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## BOARDS AND VOLUNTEERING

#### BIG BROTHERS BIG SISTERS BEYOND SCHOOL WALLS

*October 2023 - Present*

Monthly mentorship program

#### FIRST CITY ART CENTER - BOARDMEMBER

*August 2022 - Present*

Major art organization and event planning, 501c3

#### PENSACOLA MURAL FESTIVAL

*August 2022 - Present*

Volunteer event planning board

#### ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION

*July 2021 - present*

Focused on Housing and Employment Discrimination

#### SUNDAY'S CHILD - BOARDMEMBER

*June 2023 - Present*

LGBTQ+ community grant board, 501c3

#### PENSAPRIDE - BOARDMEMBER

*June 2022 - Present*

City's biggest LGBTQ+ festival

#### GALLERY NIGHT PENSACOLA - BOARDMEMBER

*August 2022 - Present*

Monthly art festivals, 501c3

#### VEGFEST PENSACOLA FESTIVAL

*December 2019 - April 2020*

Volunteer event planning board, 501c3

**Ballot – Escambia-Pensacola Human Relations Commission**

October 12, 2023

*Two-year term ending October 1, 2025*

***Member***

\_\_\_\_\_ Dr. Joyce Hopson

\_\_\_\_\_ Haley Morrissette

\_\_\_\_\_ Sydney Robinson

**Vote for Three**

Signed: \_\_\_\_\_  
Council Member



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-00750

City Council

10/12/2023

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### **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 OnBikes Pensacola and \$500 for the H.Y.P.E. Annual Turkey Drive 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.

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

H.Y.P.E. is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Turkey Drive. The Annual Turkey Drive feeds many families that would not be able to afford Thanksgiving meals for their families. It also provides kids the opportunity to help their community and teach them the importance of giving back and community service. Funding will be used towards this turkey drive.

**PRIOR ACTION:**



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

**FUNDING:**

Budget:	\$ 8,567	FY 2023 District 3 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 3 Discretionary Funds
	<u>\$19,267</u>	
Actual:	\$ 1,000	OnBikes Pensacola
	<u>500</u>	H.Y.P.E.
	<u>\$ 1,500</u>	

**FINANCIAL IMPACT:**

A balance of \$8,567 is currently within the District 3 Discretionary Fund Account for FY 2023 and \$10,700 within the District 3 Discretionary Account for FY 2024 for a total balance of \$19,267. Upon approval by City Council, a balance of \$17,767 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

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**File #:** 23-00756

City Council

10/12/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Charles Bare

**SUBJECT:**

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

**RECOMMENDATION:**

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

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

**PRIOR ACTION:**

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

**FUNDING:**

Budget:	\$10,677	FY 2023 District 2 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 2 Discretionary Funds
	<u>\$21,377</u>	

Actual:       \$ 1,000       OnBikes Pensacola

**FINANCIAL IMPACT:**

A balance of \$10,677 is currently within the District 2 Discretionary Fund Account for FY 2023 and \$10,700 within the District 2 Discretionary Account for FY 2024 for a total balance of \$21,377. Upon approval by City Council, a balance of \$20,377 will remain in the District 2 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

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**File #:** 23-00753

City Council

10/12/2023

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

CODE ENFORCEMENT AUTHORITY REQUEST FOR LIEN REDUCTION, RESCIND OR CANCELLATION- CASE # 20-089 - 524 NORTH HAYNE STREET

**RECOMMENDATION:**

That City Council approve the request from the Code Enforcement Authority to rescind code enforcement fines recorded against the property located at 524 North Hayne Street in the amount of \$74,400 plus \$74 recording fee for a total amount of \$74,474. Further, that City Council authorize the Mayor to take the actions necessary to execute this rescission, consistent with the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** Choose an item.

**SUMMARY:**

On January 14, 2020, the property located at 524 North Hayne Street was cited by Code Enforcement for care of premises issues including a considerable accumulation of trash and debris, openly stored items, broken windows, and unsanitary conditions, creating severe nuisance circumstances. The property owner at the time failed to take corrective action after being issued a notice of violation. Due to the lack of compliance, the Code Enforcement Authority Special Magistrate imposed a \$100 per day fine against the property on October 20, 2020. The owner did not make any efforts to correct the violations. The daily fine accumulated for a total of 744 days resulting in a total fine amount of \$74,400 plus a \$74 recording fee for a total amount due of \$74,474.

On November 2, 2022, Cultivate & Co. LLC purchased the property, and the fine was stopped due to the change of ownership. Cultivate & Co. LLC immediately began working to bring the property into compliance. The property has been completely cleaned up and has permits approved for renovations.

At the September 19, 2023, Code Enforcement Authority hearing, this item was taken up under New Business, with a request from staff to, "refer this item to City Council for their recommendations." The Special Magistrate, "So Ordered," this request.

**PRIOR ACTION:**

September 19, 2023 - Under New Business Code Enforcement Authority Special Magistrate received a request from staff to refer a reduction, rescission, or cancellation to City Council for their recommendations. The Code Enforcement Authority Special Magistrate "So Ordered" this request. Code Enforcement staff fully supports the recommendation.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Code Enforcement Fines are accounted for within the newly created Code Enforcement Fund. Approval of this item will result in the City foregoing the potential receipt of \$74,400 plus a \$74 recording fee for a total of \$74,474 within the Code Enforcement Fund. No General Fund revenues will be impacted by this action.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

9/21/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Ryan Spikes, Code Enforcement Administrator

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 23-00725

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

PROJECT SAFE NEIGHBORHOODS - NORTHERN DISTRICT OF FLORIDA (PSN-NDFL) PROGRAM - ACCEPTANCE OF GRANT NO. 15PBJA-21-GG-03010-GUNP FOR AWARD NO. B8001: SURVEILLANCE CAMERAS

**RECOMMENDATION:**

That City Council accept the Project Safe Neighborhoods - Northern District of Florida (PSN-NDFL) Program, Grant No. 15PBJA-21-GG-03010-GUNP for Award# B8001: Surveillance Cameras in the amount of \$56,500.00 based on the Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG). Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola Police Department (PPD) submitted a grant application to Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG) to support the purchasing of five (5) surveillance cameras.

FDLE's Office of Criminal Justice Grants (OCJG) is seeking subrecipient applications for the Project Safe Neighborhoods (PSN) grant program. This program furthers the DOJ mission and violent crime reduction strategy by providing support to state, local, and tribal efforts to reduce violent crime, including but not limited to felonious firearm crimes and criminal gang violence.

The grant money in the amount of \$56,500.00 will be used to purchase five covert surveillance cameras. These cameras will be placed in a known high crime area. Almost 100 percent of criminal activity that occurs in this area is gang related and involves firearms. The cameras will be used to help with the identification of suspects and lead to their arrests.

The surveillance cameras will be placed in a high crime area in the city of Pensacola, which is located within Escambia County. Identifying suspects using video surveillance verses questioning the community relieves the fear of retaliation from the public. Evidence/scene analysis will be assisted

with cameras through the recording of the criminal activity providing officers with additional means for identifying and arresting suspects. Because most crimes in this area are gang related, the funding to purchase surveillance cameras would focus on the investigation and prosecution of criminals engaged in high levels of violent crime, firearms offenses, and drug trafficking.

The new surveillance cameras would be an extension of the existing city camera network in place in this area. Installation would leverage existing infrastructure for connectivity wherever possible and expand with new infrastructure at proposed pole locations. The cameras will focus on proactive policing through technology plus evidence/scene analysis.

The procurement method will be purchasing the camera bundles from an existing vendor who has already sold the city approximately 150 of the same cameras that are in place and operational. These cameras would be added to the existing network system as the City establishes a standardized security camera infrastructure. The City of Pensacola will be responsible for any costs over the grant allocated amount.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 56,500.00

Actual: \$ 11,300.00

X	5
<hr/>	
\$ 56,500.00	

**FINANCIAL IMPACT:**

The estimate grant award for the Project Safe Neighborhoods -Northern District of Florida (PSN-NDFL) Program: State is \$56,500.00 based on the FDLE Office of Criminal Justice Grants (OCJG). Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

9/21/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Project Safe Neighborhoods -Northern District of Florida  
SURVEILLANCE CAMERAS

- 2) Award Grant No. 15BJA-21-GG-03010-GUNP
- 3) Supplemental Budget Resolution No. 2023-061
- 4) Supplemental Budget Explanation No. 2023-061

**PRESENTATION:** No



**PROJECT SAFE NEIGHBORHOODS – NORTHERN DISTRICT OF FLORIDA  
PENSACOLA POLICE DEPARTMENT  
SURVEILLANCE CAMERAS**

**NARRATIVE**

The Pensacola Police Department has received a grant for \$56,500.00 from the Florida Department of Law Enforcement's Project Safe Neighborhoods – Northern District of Florida. This money will be used to purchase surveillance cameras for installation in known problem areas where drug sales, shootings, etc. are common.

The purpose of the cameras is to identify crime/gang suspects involved in criminal activities and to help residents feel safer because of the surveillance. Placement of the cameras is designed to help with proactive policing through technology and evidence/scene analysis. Camera installation will leverage existing infrastructure for connectivity, wherever possible, and expand with new infrastructure at proposed pole locations to support new cameras.

The usage of cameras could help with identifying suspects and victims during the moments leading up to a crime. They should also lessen fears of retaliation among residents if they provide law enforcement officers with information leading to arrest(s).

Surveillance cameras are designed not only to reduce personal crimes but also property crimes such as vehicle thefts, graffiti, burglaries, etc., and to promote safety among residents.

Because most of the crimes are gang related, the funding to purchase surveillance cameras would focus on the investigation and prosecution of criminals engaged in high levels of violent crime, firearms offenses, and drug trafficking.

**BUDGET**

The \$56,500.00 grant will be used to purchase at least four – and hopefully five – new surveillance cameras plus the equipment and labor necessary to install them. (The quote is almost a year old so prices may have risen since the grant was submitted.)

The City of Pensacola would ensure necessary pole location agreements are in place to add cameras to existing light/power poles, provide 120V/power meters at new locations and provide any metro-E connections if needed for connectivity. (This was coordinated with Michael Ozburn with Technology Resources at the time the grant was written.)

\*\*\*Due to the sensitivity of this subject, the original application is on file at the Pensacola Police Department.

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

**AWARD AGREEMENT**

**Recipient:** City of Pensacola

**Recipient SAM UEI:** UBMRAF87HQFS

**Award Number:** B8001

**Award Period:** 04/01/2023 – 03/31/2024

**Award Title:** B8001: SURVEILLANCE CAMERAS

**Federal Funds:** \$56,500.00

**Matching Funds:** \$0.00

**CFDA:** 16.609

**Federal Award Number:** 15PBJA-21-GG-03010-GUNP

**Federal Program:** Project Safe Neighborhoods - Northern District of FL (PSN)

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

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

**Research & Development:** No

**Indirect Cost:** No

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

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

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

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

**SCHEDULE OF APPENDICES**

Appendix A – Scope of Work  
Appendix B – Deliverables  
Appendix C – Approved Budget  
Appendix D – Award Contacts  
Appendix E – Special Conditions  
Appendix F – Standard Conditions

**PERFORMANCE REPORTING**

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15<sup>th</sup>.

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

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

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

## **FINANCIAL REPORTING**

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

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

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

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

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

Failure to comply with these provisions shall result in forfeiture of reimbursement.

## Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Award ID:** B8001  
**Award Title:** B8001: SURVEILLANCE CAMERAS  
**Award Period:** 04/01/2023 – 03/31/2024

### Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

Date: \_\_\_\_\_

### Recipient City of Pensacola

Signature: \_\_\_\_\_

Typed Name and Title: DC Reeves, Mayor

Date: \_\_\_\_\_

**\*\*\* If using a designee, sign in the “Chief Official Designee” section below. \*\*\***

### Chief Official Designee (optional) City of Pensacola

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES**

## Appendix A - Scope of Work

Award Number:	B8001
Recipient:	City of Pensacola
Award Title:	B8001: SURVEILLANCE CAMERAS
Award Period:	04/01/2023 - 03/31/2024

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### **Problem Identification**

Violent crimes have increased over the past five years in an inner-city low-income housing complex in Pensacola and calls for service regarding shootings have erupted. In addition, residents living in this complex fear retaliation if they cooperate with law enforcement.

The City of Pensacola would like to purchase surveillance cameras for installation in known hot spots around and within the complex in order to identify crime/gang suspects involved in criminal activities. Surveillance cameras collect data that may lead detectives to the person(s) responsible for crimes, in particular violent crimes and/or those involving gang members. The increased surveillance will give residents some peace of mind knowing that when crimes occur, suspects stand a stronger chance of being identified and arrested.

The budget for the City of Pensacola will not make allowances to purchase the items needed. Grant funding provides the assistance necessary to ensure we have the equipment we need to obtain a competitive edge over criminal networks and violent offenders.

### **Scope of Work**

The City of Pensacola Police Department (PPD) proposes to use funds to purchase and install approximately five covert/surveillance cameras on existing poles for an area known for high levels of gang-related crime. These cameras will be used to help with the identification of suspects, hopefully leading to their arrests, and will help focus on the investigation and prosecution of criminals engaged in high levels of violent crime, firearms offenses, and drug trafficking.

Adding covert/surveillance cameras to hot spots known for gangs, violence, and gun violence will assist in creating a network of cameras for recording, monitoring, and transmitting images of suspects engaged in criminal activities. The cameras will also help officers focus on proactive policing through technology plus evidence/scene analysis.

To meet the required 30% gang set aside, the City of Pensacola will use funds to focus on gang related investigations and prosecution of criminals engaged in high levels of violent crimes, firearms offenses, and drug trafficking.

## Appendix B - Deliverables

Award Number: B8001  
Recipient: City of Pensacola  
Award Title: B8001: SURVEILLANCE CAMERAS  
Award Period: 04/01/2023 - 03/31/2024

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Total payments for all deliverables will not exceed the maximum grant award amount.

<b>Deliverable 1</b>	Recipient will use federal grant funds to procure surveillance cameras.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$56,500.00



## Appendix C - Approved Budget

Award Number:	B8001		
Recipient:	City of Pensacola		
Award Title:	B8001: SURVEILLANCE CAMERAS		
Award Period:	04/01/2023-03/31/2024		
Award Amount:	\$56,500.00	\$0.00	\$56,500.00
	Grant Funded	Match	Total

## Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Covert Surveillance Cameras	Five covert/surveillance cameras bundle @ \$11,300 each. Bundle to include all labor and installation on pre-existing infrastructures, lift rental for installation, switches, cameras, wires, batteries, adapters, connectors, domes, enclosures, programming, illuminating ring, mounts, etc.	\$56,500.00	\$0.00	\$56,500.00
D. Equipment Subtotal:				\$56,500.00

## Appendix D: Award Contacts

Award Number: B8001  
Recipient: City of Pensacola  
Award Title: B8001: SURVEILLANCE CAMERAS  
Award Period: 04/01/2023 - 03/31/2024

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### Recipient Grant Manager (GM)

**Name:** Jennifer Cole  
**Title:** Budget & Planning Specialist  
**Address:** 711 N. Hayne St.  
Pensacola, FL 32501-4000  
**Phone:** 8504351856  
**Email:** JSCole@cityofpensacola.com

### Recipient Chief Official (CO)

**Name:** DC Reeves  
**Title:** Mayor  
**Address:** 222 W. Main St.  
Pensacola, FL 32502-5743  
**Phone:** 8504351625  
**Email:** DCReeves@cityofpensacola.com

### Recipient Chief Financial Officer (CFO)

**Name:** Amy Lovoy  
**Title:** Finance Director  
**Address:** 222 W. Main St.  
Pensacola, FL  
**Phone:** 8504351821  
**Email:** Alovoy@cityofpensacola.com

### Recipient Additional Point of

**Name:** Cindy West  
**Title:** Accreditation & Grants Compliance  
**Phone:** 8504351932  
**Email:** Cewest@cityofpensacola.com

## Appendix E: Special Conditions

Award Number: B8001  
Recipient: City of Pensacola  
Award Title: B8001: SURVEILLANCE CAMERAS  
Award Period: 04/01/2023 - 03/31/2024

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001      The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0002      WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0003      A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

## Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

### For NCHIP and NARIP Awards

**Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

## GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

[https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

### For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

<https://www.bjs.gov/index.cfm?ty=tp&tid=47>

[https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21\\_sol.pdf](https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance

[https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21\\_sol.pdf](https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

## DEFINITIONS

**Award agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

**Fiscal Agent** refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Performance goal** means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

**Subaward** is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Recipient** means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

**For PSN: Task Forces** are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

**4.0 Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal



department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
  - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

### SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

#### **SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS**

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

## SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the “de minimis” indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program’s authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient’s written compensation and pay plan.
- Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.
- Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization’s written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Recipients** - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and



state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*“This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

**14.0 Information Technology Projects**

**Criminal Intelligence Systems** - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**16.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

**18.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**19.0 Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**20.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

**21.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

**22.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

**23.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

## SECTION VII: ADDITIONAL REQUIREMENTS

**1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**4.0 Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### 5.0 Disclosures

**Conflict of Interest** - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.



**15.0 Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

**16.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

**17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**18.0 Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

**19.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

**20.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
  - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
  - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



**RESOLUTION  
NO. 2023-061**

A RESOLUTION  
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. SPECIAL GRANTS FUND**

As Reads	Federal Grants	9,815,093
Amended		
To Read:	Federal Grants	9,871,593
As Reads	Capital Outlay	8,113,360
Amended		
To Read:	Capital Outlay	8,169,860

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA****October 2023 - SUPPLEMENTAL BUDGET RESOLUTION - PROJECT SAFE NEIGHBORHOODS - NORTHERN DISTRICT OF FL (PSN-NDFL) PROGRAM - RES NO. 2023-061**

FUND	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Federal Grants	56,500	Increase appropriation for Federal Grants - Project Safe Neighborhoods- Northern District of FL (PSN-NDFL) Program
Total Revenues	<u>56,500</u>	
Appropriations		
Capital Outlay	56,500	Increase appropriation for Capital Outlay
Total Appropriations	<u>56,500</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 2023-061

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-061 - PROJECT SAFE NEIGHBORHOODS - NORTHERN DISTRICT OF FL (PSN-NDFL) PROGRAM - GRANT NO. 15PBJA-21-GG-03010-GUNP FOR AWARD NO. B8001: SURVEILLANCE CAMERAS

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2023-061.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola Police Department (PPD) submitted a grant application to Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG) to support the purchasing of five (5) surveillance cameras.

FDLE's Office of Criminal Justice Grants (OCJG) is seeking subrecipient applications for the Project Safe Neighborhoods (PSN) grant program. This program furthers the DOJ mission and violent crime reduction strategy by providing support to state, local, and tribal efforts to reduce violent crime, including but not limited to, felonious firearm crimes and criminal gang violence.

The grant money in the amount of \$56,500.00 will be used to purchase five covert surveillance cameras. These cameras will be placed in a known high crime area. Almost 100 percent of criminal activity that occurs in this area is gang related and involves firearms. The cameras will be used to help with identification of suspects and lead to their arrests.

The surveillance cameras will be placed in a high crime area in the city of Pensacola, which is located within Escambia County. Identifying suspects using video surveillance verses questioning the community relieves the fear of retaliation from the public. Evidence/scene analysis will be assisted with cameras through the recording of the criminal activity providing officers with additional means for identifying and arresting suspects. Because most crimes in this area are gang related, the funding to purchase surveillance cameras would focus on the investigation and prosecution of

criminals engaged in high levels of violent crime, firearms offenses, and drug trafficking. The new surveillance cameras would be an extension of the existing city camera network in place at this area. Installation would leverage existing infrastructure for connectivity wherever possible and expand with new infrastructure at proposed pole locations. The cameras will focus on proactive policing through technology plus evidence/scene analysis.

The procurement method will be purchasing the camera bundles from an existing vendor who has already sold the city approximately 150 of the same cameras that are in place and operational. These cameras would be added to the existing network system as the City establishes a standardized security camera infrastructure. The City of Pensacola will be responsible for any costs over the grant allocated amount.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 56,500.00

Actual: \$ 11,300.00 (surveillance camera bundle)

X 5  
\$ 56,500.00

**FINANCIAL IMPACT:**

The estimate grant award for the Project Safe Neighborhoods -Northern District of Florida (PSN-NDFL) Program: State is \$56,500.00 based on the FDLE Office of Criminal Justice Grants (OCJG). Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

9/21/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2023-061
- 2) Supplemental Budget Explanation No. 2023-061

**PRESENTATION:** No

**RESOLUTION  
NO. 2023-061**

A RESOLUTION  
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. SPECIAL GRANTS FUND**

As Reads	Federal Grants	9,815,093
Amended		
To Read:	Federal Grants	9,871,593
As Reads	Capital Outlay	8,113,360
Amended		
To Read:	Capital Outlay	8,169,860

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**October 2023 - SUPPLEMENTAL BUDGET RESOLUTION - PROJECT SAFE NEIGHBORHOODS - NORTHERN DISTRICT OF FL (PSN-NDFL) PROGRAM - RES NO. 2023-061**

FUND	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Federal Grants	56,500	Increase appropriation for Federal Grants - Project Safe Neighborhoods- Northern District of FL (PSN-NDFL) Program
Total Revenues	<u>56,500</u>	
Appropriations		
Capital Outlay	56,500	Increase appropriation for Capital Outlay
Total Appropriations	<u>56,500</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 23-00735

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

INTERLOCAL AGREEMENT WITH WEST FLORIDA HISTORIC PRESERVATION, INC. (WFHPI)  
FOR ZARAGOZA STREET IMPROVEMENTS PROJECT

**RECOMMENDATION:**

That City Council approve an Interlocal Agreement with West Florida Historic Preservation, Inc. for the Zaragoza Street Improvement Project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The UWF Historic Trust is proposing street modifications to the 200 block of E Zaragoza to improve the visitor experience. This project originated from a concept developed in 2015 that was part of an Interpretive Master Plan for the Historic Trust. The focus is on enhancing the visitor experience by creating a safer streetscape, having accessible walkways, clear wayfinding, and improving the visual ascetics. Visitation at the many museums and Historic Village operated by the Historic Trust continues to increase, with last year's visitation totaling over 200,000 visitors. The proposed street improvements will include a slight reduction in on-street parking, narrowing the street, improving crosswalks, adding a mid-block raised crosswalk, and planting trees. This project will greatly improve the ascetics, safety, and usability of this section of Zaragoza Street.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 100,000.00 (amount WFHPI will reimburse)

Actual: \$ 99,115.00

**FINANCIAL IMPACT:**

Within 30 days after completion of the construction of the Improvements, WFHPI shall reimburse the



City for all design and other costs incurred by the City up to and including completion of design for costs not in excess of \$100,000.00. WFHPI intends to reimburse the City from the proceeds of that certain Grant from the Division of Historical Resources, Florida Department of State, bearing grant number 24.h.sc.900.119. However, WFHPI's obligations under Section 2 shall not be contingent upon its receipt of such Grant proceeds.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

9/29/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, PE, Director of Public Works & Facilities

**ATTACHMENTS:**

- 1) Interlocal Agreement, WFHPI

**PRESENTATION:** No

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# Interlocal Agreement

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West Florida  
Historic  
Preservation, Inc.

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City of Pensacola

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## **Interlocal Agreement Between The City of Pensacola and West Florida Historic Preservation, Inc.**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida (WFHPI”) with administrative offices at 120 E. Church Street, Pensacola, Florida 32502 and the City of Pensacola, Florida, a municipal corporation (the “City”), with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each referred to as a “party” or “parties”).

### **RECITALS:**

Whereas, the City and WFHPI are both governmental entities of the State of Florida;

Whereas, the City is responsible for maintaining and improving the City’s streets, sidewalks, stormwater systems, street lighting, and traffic control devices located within the City;

Whereas, the City has substantial experience and expertise in public infrastructure design, construction, and regulation in the City;

Whereas, WFHPI has sought and secured grant funding to provide pedestrian and aesthetic improvements to Zaragoza Street between Tarragona and Adams Street;

Whereas, the City and WFHPI anticipate such improvements will further the public interest; and

Whereas, this Agreement is entered into pursuant to and under the authority of section 163.01, Florida Statutes (The Florida Interlocal Cooperation Act) which permits the parties to enter into interlocal agreements and thereby cooperatively utilize their respective powers and resources in the most efficient manner possible.

**NOW THEREFORE**, in consideration of the mutual benefits and obligations herein set forth and for other good and valuable consideration receipt of which is hereby acknowledged, the City and WFHPI agree as follows:

### **WITNESSETH**

The recitals above are declared to be true and correct and are hereby incorporated into this Agreement.

This Agreement establishes the terms relating to that certain improvement project on Zaragoza Street, as defined below, located in downtown Pensacola.

1. **Improvements.** The improvements to Zaragoza Street will include, without limitation, traffic operational improvements, installation of a mid-block raised pedestrian crossing, installation of on-street landscaping and/or trees on the south side of the roadway, installation of bollards at the intersection of Zaragoza and Tarragona Street as well as at the intersection of Zaragoza and Adams Street (the “Improvements”).

2. **Funds.** WFHPI shall reimburse the City for all soft and hard costs incurred by the City related to the design and construction of the Improvements, whether such costs are for services performed by employees of the City or by third parties retained by the City, including without limitation engineering and design costs, legal expenses, permitting fees, materials costs, and construction costs, up to the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Within thirty (30) days after completion of the design of the Improvements, WFHPI shall reimburse the City for all design and other costs incurred by the City up to and including completion of design. Within thirty days after completion of the construction of the Improvements, WFHPI shall reimburse the City for the cost of construction and all other costs incurred by the City and not previously reimbursed. Construction completion is established as the date in which the City formally accepts the project from the contractor. Notwithstanding the foregoing, in the event that the contract for construction of the Improvements that the City desires to enter into causes the City’s estimated total costs of the Improvements to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), the City shall give written notice to WFHPI specifying the estimated total cost of the Improvements, and this Agreement shall thereupon automatically terminate unless within fifteen (15) days after WFHPI’s receipt of such notice from the City WFHPI pays to the City the amount by which the City’s estimated total costs of the Improvements exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00). In the event this Agreement terminates pursuant to the preceding sentence, WFHPI shall be and remain obligated to reimburse the City for the design and other costs incurred by the City up to and including the date of termination, which obligation shall survive the termination of this Agreement.

3. **Grant Requirements.** WFHPI intends to reimburse the City from the proceeds of that certain Grant from the Division of Historical Resources, Florida Department of State, bearing grant number 24.h.sc.900.119 (the “Grant”). However, WFHPI’s obligations under Section 2 shall not be contingent upon its receipt of such Grant proceeds.

4. **Schedule.** Time is of the essence. The City will prosecute the design, review, permitting, and construction of the Improvements as expeditiously as reasonably practicable. The City agrees to enter into a contract for construction of the Improvements no later than May 31, 2024, and to substantially complete construction of the Improvements no later than June 30, 2024. WFHPI’s payment of the funds is contingent upon timely substantial completion of the project by June 30, 2024.

5. **City Responsibilities.** The City will manage all design, approval, and construction phases of the Improvements. The City will seek WFHPI input and work with WFHPI to design the Improvements. The City will provide engineering professional support as necessary and sufficient to design all portions of the project. The City will manage all necessary solicitations, coordination, and inspection of the construction. The City shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on

or around the Improvements and the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by the City for the protection of all persons, including employees, and property.

**6. WFHPI Responsibilities.** WFHPI will make payments to the City in accordance with the terms of this Agreement. Upon completion of the City's construction of the Improvements, WFHPI will maintain all installed living landscaping, to include grasses, shrubbery, and/or trees. WFHPI shall not be responsible for maintaining any infrastructure, including without limitation, the newly installed infrastructure related to the roadway, crosswalk, or sidewalk.

**7. Records.** The City will maintain records relating to construction services and activities in accordance with its normal practice and will maintain documentation of fees or other compensation for services or expenses paid hereunder in detail sufficient for proper pre- and post-audit. The City and WFHPI are both subject to the provisions of Florida's Public Records Law, Chapter 119, Florida Statutes, and shall allow public access to all documents, papers, letters, or other material subject to the provisions thereof and made or received in conjunction with this Agreement, except as exempted by law, including without limitation the exemptions in section 1004.28, Florida Statutes. Refusal by either party to allow lawful public records access shall be grounds for unilateral cancellation of this Agreement by the other party.

**8. Tax Immunity.** The City and WFHPI are each tax immune and exempt from payment of all sales, use or excise taxes.

**9. Liability.** Each party will be responsible for the acts of its employees or officers when performing functions within the scope of their employment. Nothing contained herein shall be construed or interpreted as: i) denying either party any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

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

**11. This Agreement Constitutes a Contract.** The parties hereto acknowledge they will rely on the covenants and obligations created herein, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of the Effective Date.

**12. Assignment.** No party to this Agreement may, directly or indirectly, assign or transfer any or all their duties, rights, responsibilities, or obligations under this Agreement without the express prior written approval of the other party to this Agreement.

**13. Severability.** The provisions of this Agreement are severable, and if any of the provisions or any powers granted by this Agreement shall be held unconstitutional, invalid, or void by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected or impaired.

**14. Controlling Law; Venue.** Any action arising from, related to, or seeking to enforce any provision of this Agreement shall be governed by the laws of the State of Florida. The venue shall be the state courts of Escambia County, Florida.

**15. Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any third-party person, firm, or corporation, any right, remedy, or claim, legal or equitable.

**16. Not Construed Against Drafter.** No party shall be deemed to be the drafter of this Agreement, and no provision hereof shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

**17. Notices.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement shall be deemed sufficiently given when sent by registered mail, return receipt requested, or by personal hand delivery:

**To WFHPI:** Robert Overton  
Executive Director  
West Florida Historic Preservation, Inc.  
P.O. Box 12866  
Pensacola, FL 32591

**To the City:** David Forte  
Deputy City Administrator  
City of Pensacola  
222 W. Main Street  
Pensacola, FL 32502

The addresses to which any notice, demand, 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.

**18. Effective Date.** This Agreement shall become effective immediately upon filing with the Clerk of the Circuit Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes. WFHPI shall be responsible for its filing.

**19. Term.** This Agreement will remain in full force and effect from the Effective Date until completion of the construction and funding obligations herein or such time as it is terminated by either party with or without cause upon ten (10) days written notice to the other party hereto.

(SEAL)

**CITY OF PENSACOLA, FLORIDA**

**ATTEST:**

By:\_\_\_\_\_

Its:\_\_\_\_\_

**WEST FLORIDA HISTORIC  
PRESERVATION, INC.**

By:\_\_\_\_\_

Its:\_\_\_\_\_





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 2023-078

City Council

10/12/2023

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** D.C. Reeves, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-078 - INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND WEST FLORIDA HISTORIC PRESERVATION, INC. (WFHPI) FOR THE ZARAGOZA STREET IMPROVEMENTS PROJECT

**RECOMMENDATION:**

That City Council adopt Resolution No. 2023-078.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The UWF Historic Trust is proposing street modifications to the 200 block of E Zaragoza to improve the visitor experience. This project originated from a concept developed in 2015 that was part of an Interpretive Master Plan for the Historic Trust. The focus is on enhancing the visitor experience by creating a safer streetscape, having accessible walkways, clear wayfinding, and improving the visual aesthetics. Visitation at the many museums and Historic Village operated by the Historic Trust continues to increase, with last year's visitation totaling over 200,000 visitors. The proposed street improvements will include a slight reduction in on-street parking, narrowing the street, improving crosswalks, adding a mid-block raised crosswalk, and planting trees. This project will greatly improve the aesthetics, safety, and usability of this section of Zaragoza Street.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 100,000.00 (amount WFHPI will reimburse)

Actual: \$ 99,115.00

**FINANCIAL IMPACT:**

Within 30 days after completion of the construction of the Improvements, WFHPI shall reimburse the City for all design and other costs incurred by the City up to and including completion of design for costs not in excess of \$100,000.00. WFHPI intends to reimburse the City from the proceeds of that certain grant from the Division of Historical Resources, Florida Department of State, bearing grant number 24.h.sc.900.119. However, WFHPI's obligations under Section 1 shall not be contingent upon its receipt of such Grant proceeds.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

10/2/2023

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, PE, Director of Public Works &amp; Facilities

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2023-078
- 2) Supplemental Budget Explanation No. 2023-078
- 3) Interlocal Agreement, WFHPI

**PRESENTATION:** No

**RESOLUTION  
NO. 2023-078**

A RESOLUTION  
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. SPECIAL GRANTS FUND**

As Reads	Contributions and Donations	155,506
Amended		
To Read:	Contributions and Donations	255,506
As Reads	Operating Expenses	3,139,354
Amended		
To Read:	Operating Expenses	3,239,354

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - INTERLOCAL AGRMT - WFHPI- ZARAGOZA ST IMPRV - RES NO. 2023-078

FUND	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Contributions and Donations	100,000	Increase estimated revenue - WFHPI Interlocal Agreement
Total Revenues	100,000	
Appropriations		
Operating Expenses	100,000	Appropriate funds for Operating Expenses
Total Appropriations	100,000	

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## Interlocal Agreement

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West Florida  
Historic  
Preservation, Inc.

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City of Pensacola

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## **Interlocal Agreement Between The City of Pensacola and West Florida Historic Preservation, Inc.**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida (WFHPI”) with administrative offices at 120 E. Church Street, Pensacola, Florida 32502 and the City of Pensacola, Florida, a municipal corporation (the “City”), with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each referred to as a “party” or “parties”).

### **RECITALS:**

Whereas, the City and WFHPI are both governmental entities of the State of Florida;

Whereas, the City is responsible for maintaining and improving the City’s streets, sidewalks, stormwater systems, street lighting, and traffic control devices located within the City;

Whereas, the City has substantial experience and expertise in public infrastructure design, construction, and regulation in the City;

Whereas, WFHPI has sought and secured grant funding to provide pedestrian and aesthetic improvements to Zaragoza Street between Tarragona and Adams Street;

Whereas, the City and WFHPI anticipate such improvements will further the public interest; and

Whereas, this Agreement is entered into pursuant to and under the authority of section 163.01, Florida Statutes (The Florida Interlocal Cooperation Act) which permits the parties to enter into interlocal agreements and thereby cooperatively utilize their respective powers and resources in the most efficient manner possible.

**NOW THEREFORE**, in consideration of the mutual benefits and obligations herein set forth and for other good and valuable consideration receipt of which is hereby acknowledged, the City and WFHPI agree as follows:

### **WITNESSETH**

The recitals above are declared to be true and correct and are hereby incorporated into this Agreement.

This Agreement establishes the terms relating to that certain improvement project on Zaragoza Street, as defined below, located in downtown Pensacola.

1. **Improvements.** The improvements to Zaragoza Street will include, without limitation, traffic operational improvements, installation of a mid-block raised pedestrian crossing, installation of on-street landscaping and/or trees on the south side of the roadway, installation of bollards at the intersection of Zaragoza and Tarragona Street as well as at the intersection of Zaragoza and Adams Street (the “Improvements”).

2. **Funds.** WFHPI shall reimburse the City for all soft and hard costs incurred by the City related to the design and construction of the Improvements, whether such costs are for services performed by employees of the City or by third parties retained by the City, including without limitation engineering and design costs, legal expenses, permitting fees, materials costs, and construction costs, up to the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Within thirty (30) days after completion of the design of the Improvements, WFHPI shall reimburse the City for all design and other costs incurred by the City up to and including completion of design. Within thirty days after completion of the construction of the Improvements, WFHPI shall reimburse the City for the cost of construction and all other costs incurred by the City and not previously reimbursed. Construction completion is established as the date in which the City formally accepts the project from the contractor. Notwithstanding the foregoing, in the event that the contract for construction of the Improvements that the City desires to enter into causes the City’s estimated total costs of the Improvements to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), the City shall give written notice to WFHPI specifying the estimated total cost of the Improvements, and this Agreement shall thereupon automatically terminate unless within fifteen (15) days after WFHPI’s receipt of such notice from the City WFHPI pays to the City the amount by which the City’s estimated total costs of the Improvements exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00). In the event this Agreement terminates pursuant to the preceding sentence, WFHPI shall be and remain obligated to reimburse the City for the design and other costs incurred by the City up to and including the date of termination, which obligation shall survive the termination of this Agreement.

3. **Grant Requirements.** WFHPI intends to reimburse the City from the proceeds of that certain Grant from the Division of Historical Resources, Florida Department of State, bearing grant number 24.h.sc.900.119 (the “Grant”). However, WFHPI’s obligations under Section 2 shall not be contingent upon its receipt of such Grant proceeds.

4. **Schedule.** Time is of the essence. The City will prosecute the design, review, permitting, and construction of the Improvements as expeditiously as reasonably practicable. The City agrees to enter into a contract for construction of the Improvements no later than May 31, 2024, and to substantially complete construction of the Improvements no later than June 30, 2024. WFHPI’s payment of the funds is contingent upon timely substantial completion of the project by June 30, 2024.

5. **City Responsibilities.** The City will manage all design, approval, and construction phases of the Improvements. The City will seek WFHPI input and work with WFHPI to design the Improvements. The City will provide engineering professional support as necessary and sufficient to design all portions of the project. The City will manage all necessary solicitations, coordination, and inspection of the construction. The City shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on

or around the Improvements and the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by the City for the protection of all persons, including employees, and property.

**6. WFHPI Responsibilities.** WFHPI will make payments to the City in accordance with the terms of this Agreement. Upon completion of the City's construction of the Improvements, WFHPI will maintain all installed living landscaping, to include grasses, shrubbery, and/or trees. WFHPI shall not be responsible for maintaining any infrastructure, including without limitation, the newly installed infrastructure related to the roadway, crosswalk, or sidewalk.

**7. Records.** The City will maintain records relating to construction services and activities in accordance with its normal practice and will maintain documentation of fees or other compensation for services or expenses paid hereunder in detail sufficient for proper pre- and post-audit. The City and WFHPI are both subject to the provisions of Florida's Public Records Law, Chapter 119, Florida Statutes, and shall allow public access to all documents, papers, letters, or other material subject to the provisions thereof and made or received in conjunction with this Agreement, except as exempted by law, including without limitation the exemptions in section 1004.28, Florida Statutes. Refusal by either party to allow lawful public records access shall be grounds for unilateral cancellation of this Agreement by the other party.

**8. Tax Immunity.** The City and WFHPI are each tax immune and exempt from payment of all sales, use or excise taxes.

**9. Liability.** Each party will be responsible for the acts of its employees or officers when performing functions within the scope of their employment. Nothing contained herein shall be construed or interpreted as: i) denying either party any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

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

**11. This Agreement Constitutes a Contract.** The parties hereto acknowledge they will rely on the covenants and obligations created herein, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of the Effective Date.

**12. Assignment.** No party to this Agreement may, directly or indirectly, assign or transfer any or all their duties, rights, responsibilities, or obligations under this Agreement without the express prior written approval of the other party to this Agreement.

**13. Severability.** The provisions of this Agreement are severable, and if any of the provisions or any powers granted by this Agreement shall be held unconstitutional, invalid, or void by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected or impaired.



**14. Controlling Law; Venue.** Any action arising from, related to, or seeking to enforce any provision of this Agreement shall be governed by the laws of the State of Florida. The venue shall be the state courts of Escambia County, Florida.

**15. Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any third-party person, firm, or corporation, any right, remedy, or claim, legal or equitable.

**16. Not Construed Against Drafter.** No party shall be deemed to be the drafter of this Agreement, and no provision hereof shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

**17. Notices.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement shall be deemed sufficiently given when sent by registered mail, return receipt requested, or by personal hand delivery:

**To WFHPI:** Robert Overton  
Executive Director  
West Florida Historic Preservation, Inc.  
P.O. Box 12866  
Pensacola, FL 32591

**To the City:** David Forte  
Deputy City Administrator  
City of Pensacola  
222 W. Main Street  
Pensacola, FL 32502

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(SEAL)

**CITY OF PENSACOLA, FLORIDA**

**ATTEST:**

By:\_\_\_\_\_

Its:\_\_\_\_\_

**WEST FLORIDA HISTORIC  
PRESERVATION, INC.**

By:\_\_\_\_\_

Its:\_\_\_\_\_