



Community Redevelopment Agency Board Meeting

Monday, November 28, 2011

3:15 p.m.

**City Hall, 2nd Floor (Hagler- Mason Conference Room)
222 W. Main St.**

Agenda

1. Call to Order
2. Board Member disclosure of ownership or control of interest directly or indirectly of property in the CRA.
3. Discussion Items
 - a. Interlocal Service Agreement between City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services
4. New Business
5. Adjourn

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 and the CRA adhere 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. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

BOARD MEMORANDUM

TO: Community Redevelopment Agency, Board Members

CC: Ashton J. Hayward, III, Mayor

FROM: Megan Pratt, Chair

DATE: November 28, 2011

SUBJECT: Interlocal Agreement between City and Community Redevelopment Agency (CRA) for Community Policing, Asset Maintenance and Administrative Services

SUMMARY:

The CRA and City approved an Interlocal Agreement with the City to provide community policing, asset maintenance (landscape/park) and administrative services for the urban core community redevelopment area for a period of 60 days at the September 19, 2011, CRA meeting. That document replaced previous agreements for each separate service. The current agreement is to expire November 30, 2011.

During the September 19, 2011 meeting, the board indicated an interest in considering alternative language, particularly regarding Section 3.2, Personnel. Considering the unique situation of the agreement, the City Attorney, Mr. Messer, and Councilman Hall both suggested it would be appropriate for the CRA Chair to work directly with Mr. Doug Sale, an attorney retained by the City/CRA for his specialized knowledge of CRA statutes, to create alternatives for the Board's consideration. At the September 22, 2011, Council meeting, the Chair informed the members of the Board of her intentions to follow that advice, offering the opportunity to all board members.

Prior to contacting Mr. Sale, the Chair contacted the Mayor and his Chief of Staff, to solicit their input. However, they declined to provide alternate language, stating a preference for the current language.

The Chair subsequently requested the assistance of Mr. Sale to respond to the Board's interest in alternative language. The attached draft is a product of those discussions, and the rationale behind these changes are explained in the attached email from Mr. Sale. These changes are intended to reflect the alternate language raised during the September 19, 2011, CRA meeting.

While the Chair has presented the Mayor with an opportunity to review the alternate language, his Chief of Staff responded:

While the Mayor respects your position, the Mayor believes the current interlocal agreement is sufficient. Furthermore, by offering to voluntarily advise the CRA of any staffing changes and ensuring that the CRA is adequately staffed with the expertise

required, the Mayor believes that he has satisfied most of the CRA Board's expressed concerns. Nevertheless, the Mayor understands your desire to present your alternative proposal to the CRA Board for discussion.

PRIOR ACTION:

- September 19, 2011 - CRA and City Council approval of an Interlocal Agreement for Community Policing, Asset Maintenance and Administrative Services for a period of 60 days
- February 7, 2011 - CRA and City Council approval of an Interlocal Agreement for services related to administration of the Agency and implementation of the CRA Plans
- Annual approval CRA and City Council of Fiscal Year Interlocal Agreements for Community Policing and Landscape (asset) Maintenance
- January 20, 2010 - City Council Adopted Resolution No. 02-10, CRA Plan, 2010

FUNDING:

Budget:	Proposed FY 2012 -	\$300,000 Asset Maintenance
		\$150,000 Community Policing
		\$252,600 Allocated Overhead/Cost Recovery
		<u>\$175,000</u> Direct Staffing (Salaries and Benefits)
		\$877,600

Actual: Unknown

FINANCIAL IMPACT:

The services provided under the interlocal are incorporated into the annual budgets of the City and CRA.

ATTACHMENTS:

- (1) CRA-City Interlocal Agreement with Alternate Language
- (2) Email from Mr. Doug Sale regarding alternate language
- (3) CRA-City Interlocal Agreement approved September 19, 2011
- (4) Alternate language suggestions presented on September 19, 2011

PRESENTATION: no

INTERLOCAL SERVICES AGREEMENT

Between
THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA
and
THE CITY OF PENSACOLA, FLORIDA

Administrative Services
Maintenance of Public Space Improvements in Redevelopment Areas
and
Community Policing in Redevelopment Areas

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement"), is made and entered into as of this ____ day of _____ 2011, between THE COMMUNITY REDEVELOPMENT Agency OF THE City OF PENSACOLA, FLORIDA, a public body corporate and politic of the State of Florida (the "Agency"), and the City OF PENSACOLA, FLORIDA, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which created the Community Redevelopment Agency of the City of Pensacola and declared the City Council of the City of Pensacola, Florida (the "City Council") to be the Agency's governing body as provided in Section 163.356, Florida Statutes; and

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

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

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

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on September 14, 2006, the City Council adopted Resolution No. 24-06 which amended Resolution No. 19-89 by adding additional priority elements, including certain

park and public space enhancements and accessibility improvements to the revised Community Redevelopment Plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on January 25, 2007, the City Council adopted Resolution No. 04-07 finding and determining the area described therein known as the “West Side Community Redevelopment Area,” to be a “blighted area” (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement. The Urban Core Community Redevelopment Area and the West Side Community Redevelopment Area may be collectively referred to in this Agreement as the “Community Redevelopment Areas,” and each may be referred to as a “Community Redevelopment Area;” and

WHEREAS, on May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the West Side Community Redevelopment Plan (the “West Side Plan”), and

WHEREAS, on January 17, 2008, the City Council adopted Ordinance No. 01-08, which created and established the Community Redevelopment Trust Fund for the West Side Community Redevelopment Area (the “West Side Trust Fund” and, together with the Urban Core Trust Fund, collectively the “Redevelopment Trust Funds” and each a “Redevelopment Trust Fund”); and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010 (the “Urban Core Plan” and, together with the West Side Plan, collectively the “Community Redevelopment Plans” and each a “Community Redevelopment Plan”); and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10 amending Resolution No. 55-80 and providing for the continuation of the Agency in conformity with the provisions of the 2010 City Charter; and

WHEREAS, the Agency is responsible for the implementation of the Community Redevelopment [planPlans](#) for the redevelopment, rehabilitation and improvement of the Community Redevelopment Areas in the City; and

WHEREAS, the City and the Agency are interested in maintaining and revitalizing the Urban Core Community Redevelopment Area and the West Side Community Redevelopment Area as visibly attractive, economically viable, and socially desirable areas of the City; and

WHEREAS, the City possesses expertise in various matters, including but not limited to administration, personnel, engineering, finance, law, purchasing, public works and planning, which can be beneficially utilized in the planning and implementation of the Community Redevelopment Plans; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to pursue jointly and collectively the administration and implementation of Agency projects and activities; and

WHEREAS, the City desires to make available to the Agency, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support; and

WHEREAS, pursuant to the Urban Core Redevelopment Plan, the Agency has made or funded within designated areas of the Urban Core Community Redevelopment Area (the “Public

Space Improvement Areas”) certain landscaping and streetscape improvements (the “Public Space Improvements”); and

WHEREAS, the City has undertaken the responsibility for maintenance, irrigation, trimming and mowing of the Public Space Improvements and has incurred costs for water and electrical utilities services in connection therewith in increased amounts directly attributable to the improvements made or funded by the Agency; and

WHEREAS, the City also has undertaken the responsibility at the Agency’s direction for the construction and maintenance of additional park and public space enhancement and improvements, including sidewalks, accessibility improvements, public art, neighborhood gateways, irrigation, lighting, benches, drinking fountains, trash receptacles, play equipment, and other physical enhancements within the Public Space Improvement Areas (also “Public Space Improvements”); and

WHEREAS, the Agency desires to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended, to aid, assist, and cause the Public Space Improvements to be maintained, replaced and in certain cases expanded by, among other things, using some of its Available Increment Revenues (as defined herein) deposited in the Urban Core Trust Fund together with funds provided by the City to pay the costs thereof; and

WHEREAS, the City recognizes the special and unique role of the Agency in making the initial Public Space Improvements possible and supporting the ongoing maintenance, reconstruction and enhancements of the Public Space Improvements; and

WHEREAS, these ongoing Public Space Improvements comply with and will further the purposes and program of the Urban Core Plan in accordance with the Redevelopment Act, will promote the City and thereby benefit the local economy, and will be of substantial benefit to the Agency and the City; and

WHEREAS, the Agency intends to make possible in the West Side Community Redevelopment Area improvements consistent with the West Side Plan and similar to the Public Space Improvements whenever the West Side Trust Fund is able to provide the necessary funding; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the Urban Core Community Redevelopment Area has and continues to be the perception of a lack of safety due to blighted conditions over time that are now stigmatized in the public mind notwithstanding the progress that the Agency and the City have made to overcome those conditions; and

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

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

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

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

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

WHEREAS, the City and the Agency recognize that Section 163.370 Florida Statutes expressly prohibits the use of Increment Revenue (hereinafter defined) for general government operating expenses unrelated to the planning and implementation of the associated Community Redevelopment Plans; and

WHEREAS, the City and the Agency have found and determined that Community Policing Innovations within the Urban Core Community Redevelopment Area are beyond ordinary policing and public safety measures and are necessary to compliment and advance the Agency's redevelopment efforts outlined in the Urban Core Plan and overcome the public perception of historical blight; and

WHEREAS, the City and the Agency have found and determined that a similar need for Community Policing Innovations exists in the West Side Redevelopment Area and desire to make possible Community Policing Innovations consistent with the West Side Plan when the West Side Trust Fund is able to provide the necessary funding; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to provide Administrative Services, well maintained Public Space Improvements and Community Policing (collectively the "Interlocal Services" and each an "Interlocal Service") for the Community Redevelopment Areas in accordance with their respective, adopted Community Redevelopment Plans and to continue the redevelopment efforts undertaken by the Agency; and

WHEREAS, the Mayor and the governing body of the Agency have found and determined that this Agreement represents necessary and appropriate public expenditures to address blighted conditions recognized in the duly adopted Community Redevelopment Plans which will promote the health, safety and general welfare of the community in and beyond the boundaries of the Community Redevelopment Areas.

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

ARTICLE 1. AUTHORITY AND RECITALS

1.1. Authority. This Agreement is entered into pursuant to and under the authority of the 2010 City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the “Act”), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; City Council Resolution No. 54-80; City Council Resolution No. 55-80; City Council Ordinance No. 13-84; City Council Resolution No. 15-84; City Council Resolution No. 19-89; City Council Resolution No. 24-06; City Council Resolution No. 04-07; City Council Resolution 13-07; City Council Ordinance No. 01-08; City Council Resolution No. 02-10; City Council Resolution No. 22-10; and other applicable laws and resolutions, all as amended and supplemented.

1.2. Recitals. The City and Agency agree that the foregoing recitals are correct, complete and not misleading and are hereby incorporated as if fully set forth herein.

1.3. Purpose. The purpose of this Agreement is to

(1) induce, encourage and assist the redevelopment of the Community Redevelopment Areas through assistance and cooperation in undertaking Interlocal Services in the Community Redevelopment Areas.

(2) avoid expending the Agency’s Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Community Redevelopment Plans.

(3) define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

(4) to efficiently, effectively, and economically cause the successful delivery of the Interlocal Services, and to implement and further the objectives of the Community Redevelopment Plans.

ARTICLE 2. DEFINITIONS

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

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

2.2. “Available Increment Revenues” means Increment Revenues remaining from time to time in the Redevelopment Trust Funds after all payments and deposits required to be made

therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

2.3. “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.10 hereof.

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

2.5. “Increment Revenues” means the funds received by the Agency in an amount measured by the incremental increase in ad valorem tax assessments and calculated annually pursuant to Section 163.387, Florida Statutes, within each Community Redevelopment Area and deposited in the respective Redevelopment Trust Fund.

2.6. “Public Space Improvement Areas” means one or more of the following sites and projects - Zaragoza Street Improvements, Phases I and II; Bayfront Parkway Improvement; Wayside Park Improvements; Phases I and II; South Palafox Streetscape Improvements; Garden Street Island Improvements, Phases I and II; Jefferson Streetscape Improvements; North Palafox Parkway Improvements; Belmont/DeVilliers Henry Wyer Park; Gregory/Chase Corridor Improvements; Seville Square/ Aragon Court Streetscape Improvements (9th Avenue and Romana Street); Belmont/DeVilliers Parking Lot; Palafox Place Streetscape Improvements; Belmont/DeVilliers Streetscape Improvements; Palafox Pier and Palafox Street Extension Improvements; Plaza de Luna; Alcaniz/Romana Streetscape Improvements; North Spring Intersection Improvements; and other properties or areas acquired or designated by the Agency, and upon prior written consent of the City, as Public Space Improvements within the Urban Core Community Redevelopment Area.

ARTICLE 3. ADMINISTRATIVE SERVICES

3.1. Description: The City agrees to continue the coordination and cooperation between the Agency and the City, particularly related to, financial management, reporting, auditing, and administration and implementation of the Community Redevelopment Plans and related operating, maintenance and capital projects. The City shall continue perform the following functions and duties in accordance with established procedures or in the absence of same, as evidenced by the City in the conduct of its own affairs.

3.2. Personnel. The City shall provide personnel and related services as may be required on an as needed basis to carry out the administration of the Agency, to satisfy the needs of the Agency, and for implementation of the Community Redevelopment Plans. ~~Personnel services provided by the~~ Provided that the Agency budget the cost of salary and benefits for the position, the City shall provide an Executive Director of the CRA whose exclusive duties shall be to direct the activities and execute the policies of the Agency, and to coordinate the Agency's efforts with the Office of the Mayor, the City Council and City Staff. The Executive Director shall serve as the chief administrative officer of the Agency governing body and shall report to the chair of the Agency. The CRA Executive Director shall have relevant experience in

community redevelopment and urban planning, as determined by the Agency governing body. The CRA Executive Director's employment agreement shall provide that (i) he or she may be terminated by the Agency or the City for cause as shall be determined by the Agency, or (ii) he or she may be terminated without cause by the Agency or the City provided that the terminating entity pay whatever severance pay is specified in the agreement for termination without cause. In the event the budgeted position of CRA Executive Director shall become vacant for any reason, the Agency governing body shall have the right to approve or reject the replacement offered by the City. The CRA board may also annually budget for additional Agency staff who shall be managed by and report exclusively to the CRA Executive Director. All personnel provided by the City, including the CRA Executive Director, shall be employees of the City subject to supervision by the City, and not as officers, employees, or agents of the Agency. The determination of the number, type and length of service of personnel shall be in the sole discretion of the City, with respect to terms of employment, compensation, Human resource policies and discipline, health insurance, and all other employee benefits, purchasing policies and other administrative procedures applicable to services rendered of the City. The City will consult with the Agency regarding its personnel needs but, with the exception of the CRA Executive Director and Agency staff budgeted by the CRA, the determination of the number, type of employee and length of service of personnel providing services to the Agency under this Agreement shall be those in the sole discretion of the City: subject to all applicable City personnel policies.

3.3. Financial. The City shall provide financial services which shall include, but not be limited to, management of Agency fiscal accounts, purchasing, risk management, investment of Agency assets, payroll, accounting, monthly and annual reporting, annual audit, federal income and social security tax reporting, sales tax reporting (if any), and other fiscal needs in accordance with city policies and procedures, and other applicable law.

3.4. Legal, Engineering and Planning. The City shall provide legal, engineering and planning services to advise the Agency and to assist in the implementation and updating from time to time of the Community Redevelopment Plans.

3.5. Purchasing. The Agency will be permitted to utilize the services of the City's purchasing division with respect to purchasing services and goods for the operation of Agency activities.

3.6. Construction. The City may utilize the services of appropriate City staff with respect to design and construction services for the operation of Agency activities at the sole discretion of the City.

3.7. Insurance. The City may make available public officials liability insurance and other forms of insurance deemed necessary by the City. Said insurance is to be determined at the sole discretion of the City.

3.8. Title and Contracting. Nothing in this Article shall be construed to prevent the City and the Agency from agreeing that any asset or contract, used or useful in the Agency's community redevelopment efforts and acquired or funded in whole or in part by the Agency, shall be acquired and permanently or temporarily owned by the City or shall be held and performed by the City for the benefit of Agency.

ARTICLE 4. MAINTENANCE OF PUBLIC SPACE IMPROVEMENTS

4.1. Description. The City shall continue to carry out the ongoing maintenance activities for the Public Space Improvements, and similar improvements made or funded by the Agency in either Community Redevelopment Area, including the provision of park and public space enhancements and accessibility improvements constructed and installed through the Agency. The City shall continue perform the following functions and duties in accordance with established procedures or in the absence of same, as evidenced by the City in the conduct of its own affairs.

4.2. Personnel: City shall provide a dedicated crew of employees to maintain the completed Public Space Improvements along with such other employees or other contractors as are necessary to operate and maintain, and if applicable construct, the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area.

4.3. Administration. The City shall be responsible for and shall administer and oversee the operation and maintenance, and if applicable the construction, of the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area, including the payments to third parties and shall account to the Agency for such payments.

4.4. Operation, Maintenance and Construction of Improvements. The City shall be responsible for (i) providing electrical power and water supply to irrigate the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area, (ii) trimming, mowing, weeding, mulching or replacing ground cover, and all other typical landscaping tasks for the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area, (iii) cleaning, painting, repairing, refurbishing, replacing and otherwise keeping whole, neat and functioning the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area. At the request of the Agency, City may be responsible for planning, designing, permitting and planting, placing or constructing additional improvements in either Community Redevelopment Area such as, by way of example and not limitation, landscaping, sidewalks, accessibility improvements, public art, neighborhood gateways, irrigation, lighting, benches, drinking fountains, trash receptacles, play equipment, and other similar physical enhancements to facilities of the City, including improvements similar to the Public Space Improvements, and maintaining such additional improvements after construction.

ARTICLE 5. COMMUNITY POLICING

5.1. Description. The City shall continue to provide Community Policing Innovation services within the Urban Core Community Redevelopment Area.

5.2. Personnel. The City shall provide appropriate personnel, including sworn law enforcement officers who have the police power, to assist the Agency by focusing resources upon Community Policing Innovations.

5.3. Programs. Community Policing shall include those enhanced policing efforts including, but not limited to bike patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol that are not general governmental expenditures.

5.4. Program Administration. The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of all Community Policing Innovation programs, and shall account to the Agency for all costs of such programs.

5.5. West Side Programs. Subject to Agency's ability to provide funding from the West Side Trust Fund, Agency may request that City initiate Community Policing programs in the West Side Community Redevelopment Area consistent with the West Side Plan and specifically designed to address the unique obstacles to public acceptance of residential and commercial redevelopment in that Community Redevelopment Area.

ARTICLE 6. REIMBURSEMENT AND COMPENSATION

6.1. Reimbursement to the City. In consideration of the Interlocal Services to be provided in Articles 3-5 by the City, the Agency shall compensate and reimburse the City to the extent of Available Increment Revenues budgeted therefore by the Agency for the current fiscal year and available within the Redevelopment Trust Fund for the Community Redevelopment Area to which the Interlocal Service is provided, and eligible for payment in accordance with Section 163.387(6), Florida Statutes and other applicable law. Annual compensation for each Interlocal Service shall be determined and limited each fiscal year by the amount budgeted in the Agency's approved budget. The Agency's Tax Increment is hereby pledged to secure payment of Agency's obligations and indebtedness to the City under this Agreement, provided always that such pledge and security is subordinate to the Agency's Other Obligations. Notwithstanding the forgoing, but still subject to the budgetary limitations and prior pledges stated above, annual Agency compensation and reimbursement to the City for Administrative Services shall be prorated between the Urban Core Trust Fund and the West Side Trust Fund based upon the amount of Tax Increment received that Fiscal Year by each such fund, unless the City and the Agency shall agree otherwise.

6.2. City Payments. In consideration of the Agency agreeing to make the City payment or reimbursement as provided in Section 6.1, the City covenants and agrees with the Agency to appropriate, authorize, disburse, or otherwise make ~~payments on behalf of the Agency payment,~~ from available City revenues, of all other funds necessary to provide the Interlocal Services.

6.3. Waiver. The parties agree that the Agency's obligation to compensate the City for an Interlocal Service pursuant to Section 6.1 above in any Fiscal Year shall not exceed the funds budgeted by the Agency therefore, and subject to the Agency's Other Obligations. It is recognized and acknowledged that compensation to the City by the Agency may, during the term of this Agreement, be deferred, waived or reduced upon written consent of the City, provided, however, any outstanding payment obligation deferred shall be budgeted by the Agency in each of the following, consecutive years and made available to the City prior to the termination of the associated Redevelopment Trust Fund as provided in Chapter 163 of the Florida Statutes.

ARTICLE 7. TERM AND TERMINATION

7.1. Term. This Agreement shall become effective as of ~~October~~December 1, 2011 and ~~shall expire on November 30, 2011 unless otherwise extended~~continue until terminated by ~~the parties.~~either party as provided in Section 7.2.

7.2. ~~Termination.~~Termination. ~~This Agreement may be terminated by the City or the Agency upon ninety (90) days written notice to the other party.~~ After termination of the Agreement, the City shall transfer to the Agency copies of any documents, data, and information requested by the Agency relating to the services accomplished herein. Upon the termination of this Agreement, the Agency shall pay to the City any outstanding costs incurred but not billed as of the termination date, subject to the conditions contained in Article 6.

ARTICLE 8. MISCELLANEOUS

8.1. Amendments. This Agreement may be amended from time to time by the written agreement of both parties executed with the same formality as the original, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

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

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

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

8.5. Members Not Liable. All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(1) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in his or her

individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

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

8.7. Notices.

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

To the Agency:	Community Redevelopment Agency of The City of Pensacola, Florida 222 W. Main St. Pensacola, Florida 32502 Attention: Administrator CRA Executive Director
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To the City:	City of Pensacola 222 W. Main St. Pensacola, Florida 32502 Attention: Mayor
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(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

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

8.8. Execution of Agreement. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.9. Filing with County Clerk of the Court. The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

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

8.11. CITY and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

~~[Signatures on following page]~~

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement this ____ day of _____, 2011.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

CITY OF PENSACOLA, FLORIDA

Megan Pratt, Agency Board Chair

Ashton J. Hayward, III, Mayor

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Rebecca V. Bray, ~~Agency Administrator~~
CRA Executive Director

James Messer, City Attorney

Approved as to Form and Execution

Douglas Sale, Agency Attorney

Revised Interlocal

Doug Sale <dsale@hsmclaw.com>

Tue, Nov 1, 2011 at 12:40 PM

To: "Megan Pratt (meganprattd9@gmail.com)" <meganprattd9@gmail.com>

1) Following our several discussions and drafts, the personnel section has been revised to draw a fine line between the city providing staff support, which makes economic sense, and the city exercising so much control over CRA staff that it could become difficult or at least very time consuming and awkward for the CRA board members to discharge their unique responsibilities. A CRA is by law charged to actively pursue leveraging the tax increment trust fund into private development. That is its sole purpose. Although such leveraging is also a legitimate city purpose, every city constantly faces many other challenges and responsibilities which could compete for the same funds, sometimes in very subtle ways. This is why the law requires a separate CRA. Everyone should remember that the redevelopment law has permitted the city to direct substantial revenues away from the county for this narrow and exclusive purpose and that by statute the CRA is primarily responsible for the execution, or at least oversight of the execution, of the redevelopment plans.

If the board feels the balance is leans too much one way or the other, there are a variety of other options we could consider.

2) Section 6.2. The language regarding city payments has been returned to the CRA's original proposal. The phrase "on behalf of the Agency" is a qualitative modifier, not a quantitative one, and this context demands a quantitative yardstick. The essence of the agreement between the City and the Agency is that the CRA will pay the budgeted amount to the City and, in return, the City will provide the services and pay the rest from its own funds.

3) Term and Termination has been returned to evergreen with a 60 day cancellation provision. There is a great deal of trust implied in the agreement and, as discussed above, the CRA's only responsibility is to ensure that the tax increment is spent to leverage private investment in the redevelopment area. While this is certainly a valid public purpose for the City, as a practical matter the City's resources are forever being pulled in many worthwhile directions. This is why law places upon the CRA, not the city, the ultimate responsibility of controlling the trust fund. Sometimes the question is asked why a county, as the major contributor to a CRA, would ever set one up on its own when it could just as easily fund the redevelopment efforts out of general revenue. A big part of the answer is that by using the CRA vehicle, the current county commission is able to ensure that future commissions continue to set aside that money for redevelopment as opposed to

general services. Once established, any CRA has a fiduciary responsibility to the trust fund, and the taxing authorities which contribute to the trust fund, and that responsibility is separate and distinct from the responsibilities of the general purpose government.

4) An "Administrator" and an "Executive Director" both administer policy made by someone else. The latter term, however, tends to imply administration of policy established by a board or collegial body at the head of an organization, as opposed to being set by an individual or supervisor within an organization.

In hopes that you, and the board find this helpful, I remain

Sincerely, DS.



Douglas J. Sale

Harrison Sale McCloy

PO Drawer 1579 . Panama City, FL 32402 . O [\(850\) 769-3434](tel:(850)769-3434) . C [\(850\) 819-0093](tel:(850)819-0093)
www.HSMcLaw.com

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BOARD MEMORANDUM

TO: Community Redevelopment Agency, Board Members

CC: Ashton J. Hayward, III, Mayor

FROM: Megan Pratt, Chair

DATE: September 19, 2011

SUBJECT: Interlocal Agreement between City and Community Redevelopment Agency (CRA) for Community Policing, Asset Maintenance and Administrative Services

RECOMMENDATION:

That Community Redevelopment Agency approve an Interlocal Agreement with the City to provide Community Policing, Asset Maintenance (Landscape/Park) and Administrative Services for the Urban Core Community Redevelopment Area.

SUMMARY:

The CRA and City have annually approved interlocal agreements to provide maintenance of CRA funded assets (Parks and Recreation) and community policing. The activities and services performed by the City under the agreements are funded through the Urban Core Redevelopment Trust Funds as allowed under Florida Statutes. With the change in governmental structure of the City of Pensacola an additional interlocal agreement was approved for administrative services and direct staff report provided by the City for implementation of the Urban Core Redevelopment Plan.

The term of the current agreements expire on September 30, 2011. Staff recommends that a new interlocal agreement be adopted prior to September 30 to incorporate all the services to be provided by the City into a single document. The proposed agreement incorporates the key terms of the initial three agreements. Annual funding by the CRA will be determined via the CRA and City budgeting process and the agreement will remain in effect until amended or terminated.

PRIOR ACTION:

- February 7, 2011 - CRA and City Council approved an Interlocal Agreement for services related to administration of the Agency and implementation of the CRA Plans.
- Annual approval CRA and City Council of Fiscal Year Interlocal Agreements for Community Policing and Landscape (asset) Maintenance
- January 20, 2010 - City Council Adopted Resolution No. 02-10, CRA Plan, 2010.

FUNDING:

Budget:	Proposed FY 2012 -	\$300,000 Asset Maintenance \$150,000 Community Policing \$252,600 Allocated Overhead/Cost Recovery <u>\$175,000</u> Direct Staffing (Salaries and Benefits) \$877,600
Actual:	Unknown	

FINANCIAL IMPACT:

The services provided under the interlocal are incorporated into the annual budgets of the City and CRA.

ATTACHMENTS: CRA-City Interlocal Agreement.

STAFF CONTACT: John Asmar, Chief of Staff
Richard Barker, Jr., Director of Finance
Al Garza, Jr., P.E., Director of Public Works
Chip Simmons, Police Chief
Becky Bray, AICP, CRA Administrator

PRESENTATION: no

INTERLOCAL SERVICES AGREEMENT

Between

THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

Administrative Services

Maintenance of Public Space Improvements in Redevelopment Areas

and

Community Policing in Redevelopment Areas

Dated as of _____, 2011

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement"), is made and entered into as of this ____ day of _____ 2011, between THE COMMUNITY REDEVELOPMENT Agency OF THE City OF PENSACOLA, FLORIDA, a public body corporate and politic of the State of Florida (the "Agency"), and the City OF PENSACOLA, FLORIDA, a Florida municipal corporation created under the laws of the State of Florida (the "City").

WITNESSETH:

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which created the Community Redevelopment Agency of the City of Pensacola and declared the City Council of the City of Pensacola, Florida (the "City Council") to be the Agency's governing body as provided in Section 163.356, Florida Statutes; and

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

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

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

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on September 14, 2006, the City Council adopted Resolution No. 24-06 which amended Resolution No. 19-89 by adding additional priority elements, including certain park and public space enhancements and accessibility improvements to the revised Community Redevelopment Plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on January 25, 2007, the City Council adopted Resolution No. 04-07 finding and determining the area described therein known as the "West Side Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement. The Urban Core Community Redevelopment Area and the West Side Community Redevelopment Area may be collectively referred to in this Agreement as the "Community Redevelopment Areas," and each may be referred to as a "Community Redevelopment Area;" and

WHEREAS, on May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the West Side Community Redevelopment Plan (the "West Side Plan"), and

WHEREAS, on January 17, 2008, the City Council adopted Ordinance No. 01-08, which created and established the Community Redevelopment Trust Fund for the West Side Community Redevelopment Area (the “West Side Trust Fund” and, together with the Urban Core Trust Fund, collectively the “Redevelopment Trust Funds” and each a “Redevelopment Trust Fund”); and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010 (the “Urban Core Plan” and, together with the West Side Plan, collectively the “Community Redevelopment Plans” and each a “Community Redevelopment Plan”); and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10 amending Resolution No. 55-80 and providing for the continuation of the Agency in conformity with the provisions of the 2010 City Charter; and

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

WHEREAS, the City and the Agency are interested in maintaining and revitalizing the Urban Core Community Redevelopment Area and the West Side Community Redevelopment Area as visibly attractive, economically viable, and socially desirable areas of the City; and

WHEREAS, the City possesses expertise in various matters, including but not limited to administration, personnel, engineering, finance, law, purchasing, public works and planning, which can be beneficially utilized in the planning and implementation of the Community Redevelopment Plans; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to pursue jointly and collectively the administration and implementation of Agency projects and activities; and

WHEREAS, the City desires to make available to the Agency, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support; and

WHEREAS, pursuant to the Urban Core Redevelopment Plan, the Agency has made or funded within designated areas of the Urban Core Community Redevelopment Area (the “Public Space Improvement Areas”) certain landscaping and streetscape improvements (the “Public Space Improvements”); and

WHEREAS, the City has undertaken the responsibility for maintenance, irrigation, trimming and mowing of the Public Space Improvements and has incurred costs for water and electrical utilities services in connection therewith in increased amounts directly attributable to the improvements made or funded by the Agency; and

WHEREAS, the City also has undertaken the responsibility at the Agency’s direction for the construction and maintenance of additional park and public space enhancement and improvements, including sidewalks, accessibility improvements, public art, neighborhood gateways, irrigation, lighting, benches, drinking fountains, trash receptacles, play equipment, and

other physical enhancements within the Public Space Improvement Areas (also “Public Space Improvements”); and

WHEREAS, the Agency desires to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended, to aid, assist, and cause the Public Space Improvements to be maintained, replaced and in certain cases expanded by, among other things, using some of its Available Increment Revenues (as defined herein) deposited in the Urban Core Trust Fund together with funds provided by the City to pay the costs thereof; and

WHEREAS, the City recognizes the special and unique role of the Agency in making the initial Public Space Improvements possible and supporting the ongoing maintenance, reconstruction and enhancements of the Public Space Improvements; and

WHEREAS, these ongoing Public Space Improvements comply with and will further the purposes and program of the Urban Core Plan in accordance with the Redevelopment Act, will promote the City and thereby benefit the local economy, and will be of substantial benefit to the Agency and the City; and

WHEREAS, the Agency intends to make possible in the West Side Community Redevelopment Area improvements consistent with the West Side Plan and similar to the Public Space Improvements whenever the West Side Trust Fund is able to provide the necessary funding; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the Urban Core Community Redevelopment Area has and continues to be the perception of a lack of safety due to blighted conditions over time that are now stigmatized in the public mind notwithstanding the progress that the Agency and the City have made to overcome those conditions; and

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

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

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

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Agency’s and the City’s community redevelopment plan; and

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

WHEREAS, the City and the Agency recognize that Section 163.370 Florida Statutes expressly prohibits the use of Increment Revenue (hereinafter defined) for general government operating expenses unrelated to the planning and implementation of the associated Community Redevelopment Plan; and

WHEREAS, the City and the Agency have found and determined that Community Policing Innovations within the Urban Core Community Redevelopment Area are beyond ordinary policing and public safety measures and are necessary to compliment and advance the Agency's redevelopment efforts outlined in the Urban Core Plan and overcome the public perception of historical blight; and

WHEREAS, the City and the Agency have found and determined that a similar need for Community Policing Innovations exists in the West Side Redevelopment Area and desire to make possible Community Policing Innovations consistent with the West Side Plan when the West Side Trust Fund is able to provide the necessary funding; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to provide Administrative Services, well maintained Public Space Improvements and Community Policing (collectively the "Interlocal Services" and each an "Interlocal Service") for the Community Redevelopment Areas in accordance with their respective, adopted Community Redevelopment Plans and to continue the redevelopment efforts undertaken by the Agency; and

WHEREAS, the Mayor and the governing body of the Agency have found and determined that this Agreement represents necessary and appropriate public expenditures to address blighted conditions recognized in the duly adopted Community Redevelopment Plans which will promote the health, safety and general welfare of the community in and beyond the boundaries of the Community Redevelopment Areas.

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

ARTICLE 1. AUTHORITY AND RECITALS

1.1. Authority. This Agreement is entered into pursuant to and under the authority of the 2010 City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the "Act"), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; City Council Resolution No. 54-80; City Council Resolution No. 55-80; City Council Ordinance No. 13-84; City Council Resolution No. 15-84; City Council Resolution No. 19-89; City Council Resolution No. 24-06; City Council Resolution No. 04-07; City Council Resolution 13-07; City

Council Ordinance No. 01-08; City Council Resolution No. 02-10; City Council Resolution No. 22-10; and other applicable laws and resolutions, all as amended and supplemented.

1.2. Recitals. The City and Agency agree that the foregoing recitals are correct, complete and not misleading and are hereby incorporated as if fully set forth herein.

1.3. Purpose. The purpose of this Agreement is to

(1) induce, encourage and assist the redevelopment of the Community Redevelopment Areas through assistance and cooperation in undertaking Interlocal Services in the Community Redevelopment Areas.

(2) avoid expending the Agency's Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Community Redevelopment Plans.

(3) define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

(4) to efficiently, effectively, and economically cause the successful delivery of the Interlocal Services, and to implement and further the objectives of the Community Redevelopment Plans.

ARTICLE 2. DEFINITIONS

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

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

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

2.3. "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.10 hereof.

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

2.5. “Increment Revenues” means the funds received by the Agency in an amount measured by the incremental increase in ad valorem tax assessments and calculated annually pursuant to Section 163.387, Florida Statutes, within each Community Redevelopment Area and deposited in the respective Redevelopment Trust Fund.

2.6. “Public Space Improvement Areas” means one or more of the following sites and projects - Zaragoza Street Improvements, Phases I and II; Bayfront Parkway Improvement; Wayside Park Improvements; Phases I and II; South Palafox Streetscape Improvements; Garden Street Island Improvements, Phases I and II; Jefferson Streetscape Improvements; North Palafox Parkway Improvements; Belmont/DeVilliers Henry Wyer Park; Gregory/Chase Corridor Improvements; Seville Square/ Aragon Court Streetscape Improvements (9th Avenue and Romana Street); Belmont/DeVilliers Parking Lot; Palafox Place Streetscape Improvements; Belmont/DeVilliers Streetscape Improvements; Palafox Pier and Palafox Street Extension Improvements; Plaza de Luna; Alcaniz/Romana Streetscape Improvements; North Spring Intersection Improvements; and other properties or areas acquired or designated by the Agency, and upon prior written consent of the City, as Public Space Improvements within the Urban Core Community Redevelopment Area.

ARTICLE 3. ADMINISTRATIVE SERVICES

3.1. Description: The City agrees to continue the coordination and cooperation between the Agency and the City, particularly related to, financial management, reporting, auditing, and administration and implementation of the Community Redevelopment Plans and related operating, maintenance and capital projects. The City shall continue perform the following functions and duties in accordance with established procedures or in the absence of same, as evidenced by the City in the conduct of its own affairs.

3.2. Personnel. The City shall provide personnel related services as may be required on an as needed basis to carry out the administration of the Agency, to satisfy the needs of the Agency, and for implementation of the Community Redevelopment Plans. Personnel services provided by the City shall be by employees of the City subject to supervision by the City, and not as officers, employees, or agents of the Agency. The determination of the number, type and length of service of personnel shall be in the sole discretion of the City. Human resource policies, health insurance, employee benefits, purchasing policies and other administrative procedures applicable to services rendered under this Agreement shall be those of the City.

3.3. Financial. The City shall provide financial services which shall include, but not be limited to, management of Agency fiscal accounts, purchasing, risk management, investment of Agency assets, payroll, accounting, monthly and annual reporting, annual audit, federal income and social security tax reporting, sales tax reporting (if any), and other fiscal needs in accordance with city policies and procedures, and other applicable law.

3.4. Legal, Engineering and Planning. The City shall provide legal, engineering and planning services to advise the Agency and to assist in the implementation and updating from time to time of the Community Redevelopment Plans.

3.5. Purchasing. The Agency will be permitted to utilize the services of the City's purchasing division with respect to purchasing services and goods for the operation of Agency activities.

3.6. Construction. The City may utilize the services of appropriate City staff with respect to design and construction services for the operation of Agency activities at the sole discretion of the City.

3.7. Insurance. The City may make available public officials liability insurance and other forms of insurance deemed necessary by the City. Said insurance is to be determined at the sole discretion of the City.

3.8. Title and Contracting. Nothing in this Article shall be construed to prevent the City and the Agency from agreeing that any asset or contract, used or useful in the Agency's community redevelopment efforts and acquired or funded in whole or in part by the Agency, shall be acquired and permanently or temporarily owned by the City or shall be held and performed by the City for the benefit of Agency.

ARTICLE 4. MAINTENANCE OF PUBLIC SPACE IMPROVEMENTS

4.1. Description. The City shall continue to carry out the ongoing maintenance activities for the Public Space Improvements, and similar improvements made or funded by the Agency in either Community Redevelopment Area, including the provision of park and public space enhancements and accessibility improvements constructed and installed through the Agency. The City shall continue perform the following functions and duties in accordance with established procedures or in the absence of same, as evidenced by the City in the conduct of its own affairs.

4.2. Personnel: City shall provide a dedicated crew of employees to maintain the completed Public Space Improvements along with such other employees or other contractors as are necessary to operate and maintain, and if applicable construct, the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area.

4.3. Administration. The City shall be responsible for and shall administer and oversee the operation and maintenance, and if applicable the construction, of the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area, including the payments to third parties and shall account to the Agency for such payments.

4.4. Operation, Maintenance and Construction of Improvements. The City shall be responsible for (i) providing electrical power and water supply to irrigate the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area, (ii) trimming, mowing, weeding, mulching or replacing ground cover, and all other typical landscaping tasks for the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area, (iii) cleaning, painting, repairing, refurbishing, replacing and otherwise keeping whole, neat and functioning the Public Space Improvements and any similar improvements placed in the West Side Community Redevelopment Area. At the request of the Agency, City may be responsible for planning,

designing, permitting and planting, placing or constructing additional improvements in either Community Redevelopment Area such as, by way of example and not limitation, landscaping, sidewalks, accessibility improvements, public art, neighborhood gateways, irrigation, lighting, benches, drinking fountains, trash receptacles, play equipment, and other similar physical enhancements to facilities of the City, including improvements similar to the Public Space Improvements, and maintaining such additional improvements after construction.

ARTICLE 5. COMMUNITY POLICING

5.1. Description. The City shall continue to provide Community Policing Innovation services within the Urban Core Community Redevelopment Area.

5.2. Personnel. The City shall provide appropriate personnel, including sworn law enforcement officers who have the police power, to assist the Agency by focusing resources upon Community Policing Innovations.

5.3. Programs. Community Policing shall include those enhanced policing efforts including, but not limited to bike patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol that are not general governmental expenditures.

5.4. Program Administration. The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of all Community Policing Innovation programs, and shall account to the Agency for all costs of such programs.

5.5. West Side Programs. Subject to Agency's ability to provide funding from the West Side Trust Fund, Agency may request that City initiate Community Policing programs in the West Side Community Redevelopment Area consistent with the West Side Plan and specifically designed to address the unique obstacles to public acceptance of residential and commercial redevelopment in that Community Redevelopment Area.

ARTICLE 6. REIMBURSEMENT AND COMPENSATION

6.1. Reimbursement to the City. In consideration of the Interlocal Services to be provided in Articles 3-5 by the City, the Agency shall compensate and reimburse the City to the extent of Available Increment Revenues budgeted therefore by the Agency for the current fiscal year and available within the Redevelopment Trust Fund for the Community Redevelopment Area to which the Interlocal Service is provided, and eligible for payment in accordance with Section 163.387(6), Florida Statutes and other applicable law. Annual compensation for each Interlocal Service shall be determined and limited each fiscal year by the amount budgeted in the Agency's approved budget. The Agency's Tax Increment is hereby pledged to secure payment of Agency's obligations and indebtedness to the City under this Agreement, provided always that such pledge and security is subordinate to the Agency's Other Obligations. Notwithstanding the foregoing, but still subject to the budgetary limitations and prior pledges stated above, annual Agency compensation and reimbursement to the City for Administrative Services shall be prorated between the Urban Core Trust Fund and the West Side Trust Fund based upon the

amount of Tax Increment received that Fiscal Year by each such fund, unless the City and the Agency shall agree otherwise.

6.2. City Payments. In consideration of the Agency agreeing to make the City payment or reimbursement as provided in Section 6.1, the City covenants and agrees with the Agency to appropriate, authorize, disburse, or otherwise make payments on behalf of the Agency.

6.3. Waiver. The parties agree that the Agency's obligation to compensate the City for an Interlocal Service pursuant to Section 6.1 above in any Fiscal Year shall not exceed the funds budgeted by the Agency therefore, and subject to the Agency's Other Obligations. It is recognized and acknowledged that compensation to the City by the Agency may, during the term of this Agreement, be deferred, waived or reduced upon written consent of the City, provided, however, any outstanding payment obligation deferred shall be budgeted by the Agency in each of the following, consecutive years and made available to the City prior to the termination of the associated Redevelopment Trust Fund as provided in Chapter 163 of the Florida Statutes.

ARTICLE 7. TERM AND TERMINATION

7.1. Term. This Agreement shall become effective as of October 1, 2011 and continue until terminated by either party as provided in Section 7.2.

7.2. Termination. This Agreement may be terminated for good cause by the City or the Agency upon ninety (90) days written notice to the other party. After termination of the Agreement, the City shall transfer to the Agency copies of any documents, data, and information requested by the Agency relating to the services accomplished herein. Upon the termination of this Agreement, the Agency shall pay to the City any outstanding costs incurred but not billed as of the termination date, subject to the conditions contained in Article 6.

ARTICLE 8. MISCELLANEOUS

8.1. Amendments. This Agreement may be amended from time to time by the written agreement of both parties executed with the same formality as the original, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

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

8.3. Severability. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared

to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

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

8.5. Members Not Liable. All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

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

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

8.7. Notices.

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

To the Agency:

Community Redevelopment Agency of
The City of Pensacola, Florida
222 W. Main St.
Pensacola, Florida 32502
Attention: Administrator

To the City:

City of Pensacola
222 W. Main St.
Pensacola, Florida 32502
Attention: Mayor

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that

effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

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

8.8. Execution of Agreement. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.9. Filing with County Clerk of the Court. The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

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

8.11. CITY and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement this ____ day of _____, 2011.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

CITY OF PENSACOLA, FLORIDA

Megan Pratt, Agency Board Chair

Ashton J. Hayward, III, Mayor

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Rebecca V. Bray, Agency Administrator

James Messer, City Attorney

Approved as to Form and Execution

Douglas Sale, Agency Attorney

INTERLOCAL AGREEMENT

BETWEEN

THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

AND

PENSACOLA DOWNTOWN IMPROVEMENT BOARD

This Agreement, is made by and between the Community Redevelopment Agency of the City of Pensacola, Florida, a public body corporate and politic, hereinafter referred to as the “CRA”, and the Pensacola Downtown Improvement Board, a public body corporate, hereinafter referred to as the “DIB”.

WITNESSETH:

WHEREAS, the CRA and the DIB, as provided by Section 163.01, Florida Statutes, et seq., the Florida Interlocal Cooperation Act of 1969, may enter into Interlocal agreements and thereby cooperatively utilize their powers and financial resources in the most efficient manner possible and on the basis of mutual advantage to both parties to carry out such projects as they determine to be appropriate; and

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, the DIB Downtown Retail Market Strategy (2007) includes the creation and linkage of festivals for Downtown venues that encourage exposure to downtown retailers and eateries, as well as the creation and marketing of tourist specific targeted materials; and

WHEREAS, the DIB through its Special Events Committee has extensive experience in organizing, presenting, and promoting downtown special events and festivals that attract tens of thousands of attendees into the downtown each year, create millions of dollars in positive economic impact for downtown businesses, and greatly enhance the image of downtown and Pensacola among visitors, tourists, and regular users; and

WHEREAS, the DIB has done an outstanding and successful job of growing and preserving other high-profile and unique special events, like the Palafox Market Gallery Night event after responsibility for such events have been transferred to DIB, and

WHEREAS, the CRA Plan (2010) identified the importance of downtown events to bring people to the urban core and further recited that the CRA may develop, coordinate and promote events designed to stimulate business and promote downtown by enlivening public spaces, streets, cultural venues and businesses within the downtown; and

WHEREAS, the CRA has developed and successfully implemented three (3) events conducted within the Community Redevelopment area each as described in Exhibit A, incorporated herein, “Sunsets at Plaza de Luna,” “Friday Family Flicks” and the “Pelican Drop” (collectively “CRA Events”); and

WHEREAS, the CRA is the owner of the trademark, service mark, trade name, and/or applications of the mark “PELICAN DROP” and copyrights to the original work of art of a Pelican and other intellectual property rights related to the CRA Events (collectively the “Intellectual Property”); and

WHEREAS, the CRA and the DIB wish to cooperate in the continued implementation of activities and programming to enliven public spaces and specifically, desire to transfer primary responsibility for future CRA Events to the DIB to be promoted and conducted under the direction and leadership of the DIB;

NOW, THEREFORE AND IN CONSIDERATION of the mutual covenants herein set forth, the CRA and the DIB agree as follows:

1. The CRA will provide to DIB any and all available information and records regarding the implementation of existing and past CRA Events.
2. The CRA will assign to DIB all existing contracts for services related to the implementation of CRA Events.
3. The CRA will assign to DIB all web domain addresses and related social media for CRA Events.
4. With concurrence of any existing CRA Event sponsor, any sponsorships pledged or received by CRA now or in the future shall be assigned to the DIB for implementation of the related CRA Event.
5. The CRA will request that Escambia County, Florida consent to an assignment of the Interlocal Agreement between the Escambia County Board of County Commissioners and the CRA related to funding for the Pensacola Pelican Drop dated July 2011 (“County Interlocal”). In the event such assignment is not authorized, the CRA will work cooperatively with the DIB to ensure effective implementation of the marketing and promotion of the Pelican Drop in compliance with the terms of the County Interlocal.
6. The CRA will provide the following funding (“Funding Term”) for the DIB’s implementation of the Pelican Drop in single payments, subject to the Agency’s other obligations:
 - a. Fiscal Year 2012 - \$149,000, to be paid to DIB no later than October 10, 2011.
 - b. Fiscal Year 2013 - \$125,000, to be paid to DIB no later than October 10, 2012.
 - c. Fiscal Year 2014 - \$75,000, to be paid to DIB no later than October 10, 2013.
 - d. Fiscal Year 2015 - \$50,000, to be paid to DIB no later than October 10, 2014.
7. The CRA hereby grants to the DIB an exclusive, non-transferable license to use the Intellectual Property in connection with the implementation of the CRA Events including the Pelican Drop event during the Funding Term. For promotion and merchandising purposes, the DIB may grant sublicenses for the use of any of the Intellectual Property. At the conclusion of the Funding

Term, the ownership of the Intellectual Property shall be transferred to the DIB without reservation and without cost.

8. Subject to the DIB receiving funding and/or sponsorships for the CRA Events at levels previously experienced by CRA, the DIB shall attempt to ensure the continuation of CRA Events but with full discretionary authority to modify schedules, format and venue as the DIB deems appropriate. However, CRA Administrative Staff shall have final approval of entertainment acts at CRA Events through 2014, which approval shall not be unreasonably withheld, conditioned, or delayed.
9. The DIB shall notify the CRA no less than 60 days prior to discontinuance or assignment should any of the CRA Events be discontinued or assigned during the Funding Term. The DIB is specifically authorized to discontinue any CRA Event if it in its sole discretion determines the event to no longer be feasible for any reason.
10. The DIB shall ensure that all CRA Events are held within the CRA area and without general admission charge to the public throughout the Funding Term.
11. The DIB shall immediately provide budget and post event summaries to the CRA upon presentation to and in the same format as provided to the DIB Board or DIB Special Events Committee.
12. The DIB shall include the CRA as a sponsor so long as the CRA provides the Funding Term or other financial support. Any sponsorship levels shall be established by the DIB, in its discretion.
13. The DIB shall have the right to retain any and all excess or surplus funding, including but not limited to funds from the Funding Term, funds from sponsorships, as well as funds from merchandising and licensing including but not limited to funds generated from licensing and merchandising the Intellectual Property. In no event shall the CRA's Funding Term be offset or reduced by any surplus revenue. It is acknowledged, understood, and agreed that the DIB will expend the entire surplus in subsequent CRA Events if and only if the CRA is contributing the Funding Term or other financial sponsorship during such year.
14. It is acknowledged, understood, and agreed that it is the intent of the parties to maintain the quality and scale of the Pelican Drop event to the substantial equivalent of the presentation of that event that occurred on New Year's Eve 2010.
15. This Agreement may be terminated by either party if the other party fails to perform its duties under this Agreement after thirty days written notice of such intention providing the other party facts to cure the default within such time. Either party may terminate this agreement without cause after thirty days written notice of such intention. However, if at the time of termination, there exists unsatisfied and previously agreed upon orders or commitments for third party services or goods needed to implement the CRA Events, such financial commitments must be satisfied before termination can occur.
16. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

17. This agreement may not be assigned or transferred by any party in whole or in part without written consent of both parties except that DIB shall have the right, in its discretion to assign responsibility in whole or in part for any CRA Event to any third party upon notice to CRA.
18. The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.
19. Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.
20. The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.
21. This agreement shall become effective upon execution and shall be recorded by CRA in the office of the Clerk of the Circuit Court of Escambia County, Florida.

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

**PENSACOLA DOWNTOWN
IMPROVEMENT BOARD**

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PENSACOLA**

By: _____
Burney Merrill, DIB Chairman

By: _____
Megan Pratt, CRA Board Chair

Date: _____

Date: _____

Attest: _____
Franklin D. Kimbrough,
DIB Executive Director

Attest: _____
Ericka Burnett, City Clerk

Date: _____

Date: _____

Approved as to content:

CRA Administrator

Approved as to form and execution:

City Attorney

CRA Events

Sunsets at Plaza de Luna (April - September)

Location: Plaza de Luna, 900 S. Palafox St. (southern terminus of Palafox at Pensacola Bay)

The sun sets every evening but each Thursday Plaza de Luna is THE place to enjoy some free live entertainment beginning at 5:30 p.m. while enjoying the setting sun. Drop by after work, before enjoying dinner downtown, or bring the kids for the best view in town. Throughout the 'season' Sunsets at the Plaza de Luna feature a variety of cartoon characters, musicians and performers. Plenty of free parking is conveniently located nearby.

Family Flicks (Third Fridays, May - August)

Location: Commendencia Slip (S. Jefferson St. at Pensacola Bay)

During the late spring and summer enjoy free outdoor movies at Commendencia Slip overlooking Pensacola Bay. The series features family-friendly movies shown on a 2 -story inflatable screen with plenty of lawn space available. Come out with friends and family, bring chairs, lay out a blanket, share a picnic, sit back and get ready for the show. Snack vendors are on hand starting at 7:00 p.m. or pick something up from one of many Downtown restaurants. The show starts at dusk (approximately 8 p.m.). Plenty of free parking is conveniently located nearby.

Pensacola Pelican Drop™ New Years Eve Celebration (December 31)

Location: Downtown Pensacola (Palafox Place and E. Government St.)

The Pelican Drop is a new Pensacola tradition for new year's eve designed to entertain spectators of all ages with a uniquely gulf-coast experience. While New York has their ball drop and Atlanta has the peach drop, Pensacola is proud to stake claim to the one-and-only Pelican drop. Throughout the evening the giant illuminated Pelican is perched 100 feet above the celebration in the heart of Downtown Pensacola. The free street party begins at 5 p.m. with a carnival-themed children's area and three (3) entertainment stages showcasing musical performances throughout the evening. The streets are filled with a diverse crowd of all ages, munching on offerings from nearby vendors, enjoying kids activities, listening to live music and warming themselves over a hot meal in one of the many restaurants in the area. The celebration's high point is be the giant illuminated pelican that descends at the stroke of midnight amidst fireworks and confetti.



BOARD MEMORANDUM

TO: Community Redevelopment Agency (CRA), Board Members

CC: Ashton J. Hayward, III, Mayor

FROM: Megan Pratt, Chair

DATE: September 19, 2011

SUBJECT: Interlocal Agreement between CRA and Downtown Improvement Board for the Transfer of Administration of CRA Events

RECOMMENDATION:

That the CRA Board authorize the Board Chair to execute an Interlocal Agreement between CRA and Downtown Improvement Board (DIB) for the transfer of administration of CRA Events and associated CRA funding for the implementation of the Pensacola Pelican Drop event.

SUMMARY:

At the August 17, 2011 Budget Workshop, CRA Board Members (sitting as the City Council) were presented with the proposed Fiscal Year 2012 CRA budget. Included in the proposals for CRA in FY 2012 was the transfer of CRA Events to the DIB under an interlocal agreement for ongoing administration.

Since 2008, the CRA has initiated several events designed to enliven public spaces and help stimulate additional economic activity in downtown retail shops, restaurants, entertainment establishments and hotels. These events have included Live after 5, Friday Family Flicks, Sunsets at Plaza de Luna, the Palafox Market and the Pelican Drop™. The DIB took on the management and operation of the Palafox Market in 2009 and today it continues to grow as a successful and well recognized retail asset to downtown. In addition to successfully implementing other downtown events, the DIB and CRA share objectives in growing and promoting downtown and downtown businesses.

With economic changes within the CRA effecting long term revenue forecasts, this proposal allows for events to continue while the CRA focuses on meeting its long term obligations. The proposed transfer of events would include the Pelican Drop, Sunsets at Plaza de Luna and the Friday Family Flicks. Because of the magnitude of the Pelican Drop, the CRA would continue to provide funding through FY 2015 at decreasing levels to support and preserve the event's ongoing success. The other events may be modified and enhanced to provide necessary revenue to the DIB.

PRIOR ACTION: None

FUNDING: Fiscal Year 2012 - \$149,000; Fiscal Year 2013 - \$125,000; Fiscal Year 2014 - \$75,000; Fiscal Year 2015 - \$50,000.

FINANCIAL IMPACT:

Funding for existing CRA Events is budgeted at \$130,000 in Fiscal Year 2012. Additional funding is budgeted (but not obligated for specific purposes) for “enlivening public spaces” in Fiscal Year 2012 that may be allocated for additional funding necessary for the proposed DIB Interlocal. CRA will need to budget funding in future fiscal years to meet the financial obligations under the proposed Interlocal.

ATTACHMENTS: Proposed Interlocal Agreement

PRESENTATION: no

STAFF CONTACTS: John Asmar, Chief of Staff
Becky Bray, AICP - CRA Administrator

To: City Council members
Fr: Sherri Myers
Dt: 9/19/2011

Proposed amendments to the Mayor's proposed Interlocal Service Agreement between CRA and City.

4. Article 3. Administrative Services at page 7, paragraph 3.2.

Possible alternative language:

(1) There shall be a CRA administrator, who shall be an employee of the CRA and under the supervision of the CRA, with the President of the CRA having direct supervision regarding the overall work of the CRA administrator. The CRA retains the authority to terminate the CRA administrator with good cause. The present CRA administrator shall continue in the current position unless otherwise terminated by the CRA for good cause.

Or

(2) Change 3.2 Personnel. Personnel services, as determined by the CRA to be appropriate and required to fulfill its role and obligations shall be provided by the City and shall be employees of the City subject to supervision by the City.

Article 7. Term and Termination page 10 paragraph 7.2

Alternative language:

7.2 Termination. This Agreement may be terminated by the City or Agency upon ninety (90) days written notice to the other party.
for good cause.

IHMC – Federal Grant contract example #1

(b) The Grantee shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

9. Prior Approvals:

(a) All prior approvals required by DoDGARs §32.25 are waived hereby except for the following, which shall be requested from the GO:

(1) Change of scope or objectives as required by Article 3 of the Terms and Conditions entitled "Research Responsibility."

(2) Change of key personnel as required by Article 18 of the Terms and Conditions entitled "Principal Investigator."

18. Principal Investigator: Support for the project may not continue without the active direction of the Principal Investigator (PI) approved for, and identified in, this Grant. If the approved PI (1) severs his or her connection with the Grantee, or (2) otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), then the Grantee must either:

(a) appoint a replacement PI with the approval of the GOR, or

(b) relinquish the Grant, in which case the Grant shall be terminated in accordance with DoDGARs §32.61 entitled "Termination".

IHMC – Federal Grant contract example #2

Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are the following individuals:

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

City of Pensacola Solicitation for proposals for Auditing services 2007

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Pensacola. However, in either case, the City of Pensacola retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.