AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT ("Amendment No. 1") is made and entered into this __ day of ______, 2019, by and between the Community Redevelopment Agency of the City of Pensacola ("CRA"), a public body corporate and politic of the State of Florida, and the City of Pensacola ("City"), a Florida municipal corporation created under the laws of the State of Florida (collectively, the "Parties").

WHEREAS, on September 22, 2017, the CRA and the City entered into an Interlocal Agreement for administrative services ("Interlocal Agreement"); and

WHEREAS, the services to be provided to the CRA by the City are established in Article 2 of the Interlocal Agreement; and

WHEREAS, Article 2.2 of the Interlocal Agreement provides the terms in which personnel services are provided to the CRA; and

WHEREAS, the CRA and City now desire to amend the Interlocal Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals above and mutual covenants and agreements herein contained, it is agreed by the CRA and City that the Interlocal Agreement shall be amended as follows:

- 1. The Parties agree that the recitals above are true and correct and are hereby incorporated into this Amendment.
- 2. Article 2.2 of the Interlocal Agreement is deleted in its entirety and replaced with the following:
 - 2.2. <u>Personnel</u>. The City shall assign employees to provide administration services to the Agency and to implement the Plans. The City shall assign an administrator with the consent of the Agency by an affirmative vote of a majority of Agency Board Members, who shall work under the direction and supervision of the Mayor. All other personnel assigned to the Agency shall be assigned by the City. The City, in its sole discretion, shall determine the number, type, and length of service of personnel assigned to provide services and support to the Agency. In the performance of their

duties, assigned personnel will receive direction from the City or by formal CRA action. Personnel assigned by the City shall be employees of the City, subject to policies and procedures of the City, and not officers, employees, or agents of the Agency.

- 3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.
- 4. This Amendment No. 1 to the Interlocal Agreement shall be recorded by the CRA upon full execution.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument of amendment on the date first written above.

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

CRA Chairperson	Mayor
Attest:	Attest:
City Clerk	City Clerk
Approved as to Content:	Approved as to Content:
CRA Administrator	Chief Financial Officer

Legal in Form and Valid as Drawn:

City Attorney