

**MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY AND THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA
FLORIDA, RELATING TO JACKSON STREET REIMAGINED MASTER PLAN**

This Memorandum of Understanding ("Agreement") is made and entered into as of this ____ day of _____, 2021 between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the Community Redevelopment Agency of the City of Pensacola, a political subdivision of the State of Florida (hereinafter referred to as "CRA").

WITNESSETH:

WHEREAS, the County intends to procure a highly qualified urban transportation design and engineering consultant (Consultant) to develop a conceptual phased master plan for transportation improvements to Jackson Street (Project).

WHEREAS, Jackson Street traverses the jurisdictional limits of the County and City and is located within the County's adopted Brownsville Community Redevelopment Area and the City of Pensacola's (City) Westside Community Redevelopment Area.

WHEREAS, both the Brownsville and Westside community redevelopment area plans identify Jackson Street as a key corridor for improvement.

WHEREAS, to further implement the community redevelopment plan, the CRA intends to cooperatively partner with the County to implement the Project from Fairfield Drive, 4.2 miles to the east to T Street within Escambia County and 2 miles further east to A Street within the City.

WHEREAS, the parties have determined that it is in the best interest of the citizens of both the incorporated and unincorporated areas of Escambia County that the City/CRA and County enter into this Memorandum of Understanding to memorialize the parties' intent as provided herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Section 1. Purpose of Agreement.

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2.2 Purpose. The purpose of this MOU is to establish the conditions, extent and mechanism whereby the County and the CRA will work in good faith and cooperatively complete the Project in compliance with the community redevelopment plans.

Section 2. Scope of Project.

2.1 Project Description. The Project will include urban transportation planning, and conceptual-level engineering and design to complete a phased master plan for transportation improvements to Jackson Street from Fairfield Drive to A Street. The Project shall otherwise be known as “Jackson Street Reimagined: A Transportation Master Plan.”

Jackson Street improvements include the following goals:

1. Create a safe and comfortable complete street for all users which adheres to urban transportation design best practices and principles.
2. Improve safety and eliminate fatal crashes by reducing speed of vehicles, improving lighting and addressing other human-scaled street element.
3. Create safe and consistent crossings, especially at transit stops, parks, schools, and other community assets.
4. Save existing trees and create a consistent and sustainable shade canopy which incorporates storm water filtration and bio retention elements, as feasible.
5. Enhance neighborhood livability along the corridor by promoting a residential street design and addressing the functional needs of adjacent uses, such as parking.
6. Encourage economic development and reinvestment along the corridor.

The County in coordination with the CRA will select a highly qualified urban transportation design and engineering firm or team (Consultant), through a competitive bid process solicited by the County to complete the Project. The final deliverables will include a phased conceptual plan and probable cost estimates for each phase of the plan. The Consultant will be engaged on a continuing services basis following completion of all Project deliverables for the purpose of consistency review and grant writing for a period of five (5) years with one five-year renewal upon mutual agreement of the County, CRA and Consultant.

2.2 Responsibilities of the Parties.

- a) The County shall be responsible for managing, administering and completing the Project in coordination with the CRA.
- b) The County shall be responsible for initiating, administering and concluding the public procurement of transportation planning and engineering services for the Project in accordance with the County’s procurement code, Section 287.055, Florida Statutes, and 2 C.F.R. 200.320(d).
- c) The County and CRA shall be responsible for assigning selection committee members for procurement of such services with both Parties represented equally.

- d) Prior to award of contract, the County shall obtain concurrence from the CRA regarding consultant selection and cost.
- e) The CRA and County shall each, individually, be responsible for ensuring the Project is consistent with the community redevelopment plan for each respective Parties' community redevelopment area, as well as any applicable local laws such as land development codes, resolutions and/or ordinances.
- f) The County shall receive a letter of concurrence from the CRA prior to finalization of the Project pertaining to the area from the City limit line to A Street, within the City's jurisdiction.
- g) The final Project deliverables shall be provided to the County and the CRA.
- h) The CRA and County shall jointly coordinate regarding applications for and administration of grants related to development of the Project and implementation of the resultant plans. Coordination shall include joint review of grant applications that may be reasonably expected to impact the other party for concurrence prior to submittal, cooperation in meeting grant deadlines and providing key deliverables and progress reports, and any other administrative requirements necessary to maintain compliance and facilitate receipt of grant awards.

2.3 Project Funding. The Project is estimated to cost up to \$300,000. Seventy (70) percent of the total Project cost shall be the responsibility of the County, and thirty (30) percent of the total Project cost shall be the responsibility of the CRA based on the linear miles contained within each jurisdictions' boundaries, respectively (Cost Sharing). Project invoices shall be paid to the Consultant directly upon receipt, according to the aforementioned Cost Sharing agreement. The final Project cost shall be identified upon selection of the Consultant, subject to concurrence from the CRA as described in Section 2.3(d). Costs associated with continuing services which shall be authorized by the CRA Administrator on behalf of the CRA and the Transportation Engineer on behalf of the County. Authorization shall be provided on a case-by-case basis for costs that will be paid by each party, respectively.

2.4 Term and Termination. This Memorandum of Understanding shall commence upon the date last executed and run concurrent with completion of the Project and the established continuing services period described in Section 2 unless earlier terminated by either party by providing 30 days prior written notice of termination. Final project deliverables are estimated to be complete within ten (10) to twelve (12) months from Notice to Proceed.

Section 3. Miscellaneous Provisions.

3.1 Liability: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or

negligence of the other party. The County and CRA agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any changes proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or CRA and the County or CRA to be sued by third parties in any matter arising out of this Agreement herein shall construed as consent.

3.2 Assignment: This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

3.3 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated up any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment or alternation in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.4 Headings: Headings and subtitled used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.5 Survival: All provisions, which by their inherent character, sense and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.6 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and in

the case of governmental persons, persons succeeding to their respective functions and capacities.

- a) If either party discovered any material discrepancy, deficiency, ambiguity, error or omission in this Agreement or is otherwise in doubt as to the meaning of any provisions of the Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.
- b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms or provisions hereto.

3.7 Severability: The invalidity or non-enforceability of any portion or provisions of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.8 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.9 Governing Law.

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

3.10 Venue.

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

3.11 Mandatory Use of E-Verify System.

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

3.12 Notices: All notices required and made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand, by United States Postal Service, first class mail, postage prepaid, return receipt requested, or by electronic email transmittal, return receipt requested, addressed to the following:

COUNTY

Escambia County
Board of County Commissioners
Attn: County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

Email:

admin@myescambia.com

CRA

City of Pensacola
Community Redevelopment Agency
Attn: CRA Administrator
222 W. Main Street
Post Office Box 12910
Pensacola, FL 32521

Email:

CRAOffice@cityofpensacola.com

3.13 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement

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

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

By: _____
Robert Bender, BCC Chairman

Approved as to Content:

County Administrator

Approved as to Form and Legal as Drawn:

County Attorney

**CITY OF PENSACOLA COMMUNITY
REDEVELOPMENT AGENCY**, political
subdivision of the State of Florida

ATTEST:

By: _____
City Clerk

By: _____
CRA Chairperson

(SEAL)

Approved as to Content:

CRA Administrator

Approved as to Form and Legal as Drawn:

City Attorney

