



Agenda

Community Redevelopment Agency

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Monday, June 14, 2021

3:30 PM

Hagler/Mason Conference Room, 2nd Floor

Immediately following City Council Agenda Conference starting at 3:30 p.m.

Members of the public may attend the meeting in person; however, they will be restricted to 50% occupancy. The meeting can also be viewed via live stream at cityofpensacola.com/428/Live-Meeting-Video.

Consistent with CDC guidelines attendees will be encouraged to sit at least 6 feet apart as indicated in City Council Resolution No. 2021-16. City Council encourages citizens to wear face coverings that cover their nose and mouth.

CALL MEETING TO ORDER

Members: Delarian Wiggins, Chairperson, Teniade Broughton, Vice Chairperson, Jennifer Brahier, Ann Hill, Casey Jones, Jared Moore, Sherri Myers

BOARD MEMBER DISCLOSURE

Board Members disclose ownership or control of interest directly or indirectly of property in the Community Redevelopment Area

CHAIRMAN'S REPORT

APPROVAL OF MINUTES

- 1. [21-00526](#) COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES - 05/10/21

Sponsors: Delarian Wiggins

Attachments: [Draft CRA Mtg Minutes -05/10/21](#)

PRESENTATIONS

2. [21-00489](#) HAWKSHAW REDEVELOPMENT PROJECT UPDATE PRESENTATION

Sponsors: Delarian Wiggins

ACTION ITEMS

3. [21-00472](#) JACKSON STREET TRANSPORTATION MASTER PLAN

Recommendation: That the Community Redevelopment Agency (CRA) approve a Memorandum of Understanding with the Escambia County for development of a phased transportation master plan for Jackson Street from Fairfield Drive to A Street.

Sponsors: Delarian Wiggins

Attachments: [Memorandum of Understanding - Jackson Street Transportation Plan](#)

DISCUSSION ITEMS

OPEN FORUM

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 436-5640 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00526

Community Redevelopment Agency

6/14/2021

SUBJECT:

COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES - 05/10/21



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY

DRAFT

Meeting Minutes

May 10, 2021

4:39 P.M.

Hagler/Mason Conf. Rm., 2nd FL

The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Wiggins at 4:39 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

CALL MEETING TO ORDER

CRA MEMBERS PRESENT: Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill, Casey Jones, Jared Moore

CRA MEMBERS ABSENT: Sherri Myers

Public participation was available as follows:

Members of the public may attend the meeting in person, however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth

Members of the public may*** attended the meeting via live stream and/or phone.***

To watch the meeting live visit: cityofpensacola.com/428/Live-Meeting-Video.

To provide input:

- For Open Forum, for items not on the agenda: citizens may submit an online form here www.cityofpensacola.com/CRAInput **beginning at 1:00 P.M. until 3:30 P.M. only** to indicate they wish to speak during Open Forum **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the CRA using a telephone held up to a microphone.
- For agenda items: citizens may submit an online form here www.cityofpensacola.com/CRAInput **beginning at 1:00 P.M. until that agenda item has been voted upon** to indicate they wish to speak to a specific item on the agenda **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the CRA using a telephone held up to a microphone. **Any form received after an agenda item has been voted upon will not be considered.**

BOARD MEMBERS DISCLOSE OWNERSHIP OR CONTROL OF INTEREST DIRECTLY OR INDIRECTLY OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA

CRA Member Wiggins and CRA Member Hill disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

AGENDA ADD-ON

A motion to approve an add-on item to the agenda was made by CRA Member Jones seconded by CRA Member Broughton.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill,
Casey Jones, Jared Moore

No: 0 None

CHAIRMAN'S REPORT

None

APPROVAL OF MINUTES**1. [21-00392 COMMUNITY REDEVELOPMENT AGENCY MINUTES - 04/05/2021](#)**

A motion was made by CRA Member Moore seconded by CRA Member Jones.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill,
Casey Jones, Jared Moore

No: 0 None

PRESENTATIONS**2. [21-00415 AFFORDABLE HOUSING PRESENTATION](#)**

CRA Assistant Administrator Victoria D'Angelo introduced Christine Crespo, Affordable Housing Program Manager and she provided a presentation. Ms. Crespo responded accordingly to questions.

ACTION ITEMS**3. [2021 -02 CRA RESOLUTION NO. 2021-02 CRA SUPPORTING SAFETY DESIGN MODIFICATIONS TO PACE BOULEVARD](#)**

Recommendation: That City of Pensacola Community Redevelopment Agency adopt Resolution No. 2021-02 CRA.

A RESOLUTION OF THE CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY; SUPPORTING SAFETY DESIGN MODIFICATIONS TO PACE BOULEVARD FROM BARRANCAS AVENUE TO MASSACHUSETTS AVENUE (FPID 439735-1-52-01); PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by CRA Member Jones seconded by CRA Member Brahier.

CRA Assistant Administrator D'Angelo provided an overview of the item. Staff responded accordingly to questions.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill, Casey Jones, Jared Moore

No: 0 None

4. [21-00429 HAWKSHAW REDEVELOPMENT PROJECT](#)

Recommendation: That the Community Redevelopment Agency (CRA) direct staff to send a letter to the Hawkshaw Development Group, LLC (Robert Montgomery) requesting a presentation and written documentation of diligent and continuous prosecution of construction on the Hawkshaw redevelopment project, together with other previously requested items, pursuant to the property Purchase and Sale Agreement and the Third Amendment to the Declaration of Covenants and Restrictions at the June 8, 2021 CRA meeting.

A motion was made by CRA Member Brahier seconded by CRA Member Jones.

CRA Administrator Gibson provided an overview of the item. Staff and City Attorney Susan Woolf responded accordingly to questions.

ACTION ITEMS (CONT'D)

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill,
Casey Jones, Jared Moore

No: 0 None

DISCUSSION ITEMS

None

OPEN FORUM

None

ADJOURNMENT

5:41 P.M.

Approved: _____



Memorandum

File #: 21-00489

Community Redevelopment Agency

6/14/2021

DISCUSSION ITEM

FROM: Delarian Wiggins, CRA Chairperson

SUBJECT:

HAWKSHAW REDEVELOPMENT PROJECT UPDATE PRESENTATION

SUMMARY:

Article 3.01(a) of the Third Amendment to the Declaration of Conditions, Covenants and Restrictions (Covenants) for the Hawkshaw redevelopment project required that construction commence on or before September 30, 2019. Prior to September 30, 2019, the developer provided evidence of removal of street lights placed by Gulf Power, earth removal/heavy equipment work and engagement with ECUA to remove/relocate water mains placed across the site without prior disclosure.

These actions were accepted as meeting the requirements of Article 3.01(a) of the Covenants to start construction. By letter dated September 27, 2019 the CRA staff acknowledged construction to have begun. Removal of the water lines was completed late spring/early summer 2020.

The Covenants additionally require that the Hawkshaw Development Group, LLC diligently and continuously prosecute construction to completion. Construction is defined in the Covenants as lot grading, lot excavation or other site work pursuant to a construction contract for the project, or a portion thereof, between the Hawkshaw Development Group, LLC and its contractor physically conducted on the property after the issuance of the required land disturbing permit. To date no construction permit has been applied for on the property.

Per Article 3.01(b) of the Covenants the developer has 30 months from the construction start deadline to substantially complete the project. Per the agreement, the project should currently be in construction phase, which phase terminates on March 31, 2022. There are approximately 10 months remaining within the construction completion time allotment, unless an extension is granted by the CRA.

In accordance with Article 3.01(d) of the Covenants, if the owner fails to meet any of the deadlines stipulated in the agreement they shall pay liquidated damages to the CRA in the amount of \$2,500 per day for each day elapsing after the missed deadline up to a total of \$100,000.00. Should the construction completion deadline be missed, and no extension is approved, these fees would be due to the CRA.

Further, on December 17, 2019, the CRA Chairperson sent a letter to Robert Montgomery of the Hawkshaw Development Group, LLC requesting the following items by February 10, 2020.

- A binding commitment for construction financing for the project issued and executed by a reliable and reputable institutional lender and accepted and executed by the developer and all guarantors named in such commitment, subject only to usual and customary conditions that are not inconsistent with the terms of the (sale) agreement
- Evidence of the developer's ability to pay the cost of construction of the project in excess of funding to be provided pursuant to the loan commitment referenced above
- Evidence of the close of construction financing on the project
- Final critical path schedule for construction of the project (updated)
- Design documents (revised)

As of the CRA's May meeting, the requested items had not been received. In follow-up, the CRA directed staff to send a letter to the developer requesting a presentation during its June meeting. Written documentation of the developer's diligent and continuous prosecution of construction on the project, along with, the other previously requested items were also requested.

The developer will provide the CRA an update presentation during the meeting.

PRIOR ACTION:

November 6, 2017 - CRA approved the development agreement/contract for sale of the Hawkshaw property to Robert Montgomery, LLC.

February 26, 2018 - The deed for sale of Hawkshaw property to Hawkshaw Developers, LLC was filed in Escambia County Official Records.

June 10, 2019 - The CRA approved extension of the commencement deadline for the Hawkshaw redevelopment project at 9th Avenue and Romana Street to September 30, 2019 and granted extension of the construction commencement deadline.

August 5, 2019 - The CRA approved the revised design plans, revised construction timeline and changes to the Hawkshaw Redevelopment, LLC. Development Team.

May 10, 2021 - The CRA directed staff to send a letter to the developer requesting a presentation during its June meeting, as well as, written documentation of the developer's diligent and continuous prosecution of construction on the project and previously requested items from the CRA Chairman's letter dated December 17, 2019.

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

None.

PRESENTATION: Yes



Memorandum

File #: 21-00472

Community Redevelopment Agency

6/14/2021

ACTION ITEM

SPONSOR: Delarian Wiggins, Chairperson

SUBJECT:

JACKSON STREET TRANSPORTATION MASTER PLAN

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve a Memorandum of Understanding with the Escambia County for development of a phased transportation master plan for Jackson Street from Fairfield Drive to A Street.

SUMMARY:

The City of Pensacola’s adopted Westside Community Redevelopment Plan identifies Jackson Street as a principal corridor for transportation improvements. Escambia County plans to develop a transportation master plan to be called “Jackson Street Reimagined: A Transportation Master Plan” for improvements to Jackson Street from Fairfield Drive to the City/County jurisdictional border. The County has approached the CRA with a partnership opportunity to extend the scope of the project eastward from the jurisdictional line to A Street, within the Westside community redevelopment area.

Shared goals for the Jackson Street improvements include:

1. Creation of a safe and comfortable complete street for all users which adheres to urban transportation design best practices and principles;
2. Improvements to safety and elimination of fatal crashes through reduction in speed of vehicles, improvements to lighting and addressing other human-scaled street elements;
3. Creation of safe and consistent crossings, especially at transit stops, parks, schools, and other community assets;
4. Saving existing trees and creating a consistent and sustainable shade canopy which incorporates storm water filtration and bio retention elements, as feasible;
5. Enhancements to neighborhood livability along the corridor by promoting a residential street design and addressing the functional needs of adjacent uses, such as parking; and
6. Encouraging economic development and reinvestment along the corridor.

To facilitate this partnership, Escambia County and the Community Redevelopment Agency (CRA) must enter into a Memorandum of Understanding (MOU).

The attached MOU establishes that the County and CRA will jointly cooperate to carry out the project. Escambia County will be responsible for procuring a highly qualified urban transportation design and engineering firm or team to develop a phased conceptual-level transportation master plan. The phased plan will include construction cost estimates to aid in the implementation of the project. Additionally, for the purpose of providing consistency review and grant writing services during implementation, Escambia County will retain the firm on a continuing services basis. The continuing services period will be for a period of five (5) years with one five-year renewal upon mutual agreement of the County, CRA and the firm.

The County will manage and administer the project in close coordination with and with concurrence from the CRA at key milestones. Cost sharing between the County and the CRA will be based on the approximate linear miles contained within each jurisdictions' boundaries. The total project cost for plan development is estimated at up to \$300,000, with 30% of the cost (or up to \$90,000) being the responsibility of the CRA based on the respective linear miles. Staff has submitted a grant application requesting \$40,000 from the Department of Economic Opportunity to assist in offsetting the cost to the CRA.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 90,000 Westside CRA Complete Streets

Actual: \$ 90,000 Estimated Cost (CRA Portion)

FINANCIAL IMPACT:

Funding is available in the Fiscal Year 2021 Westside Community Redevelopment Area budget for Complete Streets. A grant application for \$40,000 has been submitted to offset the costs of the project.

CITY ATTORNEY REVIEW: Yes

5/26/2021

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Memorandum of Understanding - Jackson Street Transportation Plan

PRESENTATION: No

**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 of 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

DRAFT

