

INTERLOCAL AGREEMENT
Community Maritime Park Stadium Improvements

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA,
FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** made and entered into this ____ day of July, 2021 (herein, the "Agreement"), by and 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 municipal corporation 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 of the City (the "City Council") adopted Resolution No. 55-80 which created the Community Redevelopment Agency of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes; and

WHEREAS, pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest; and

WHEREAS, pursuant to Sections 163.2520 and 163.387, Florida Statutes, on March 8, 1984, the City Council enacted Ordinance No. 13-84, creating and establishing the Urban Core Community Redevelopment Trust Fund (the "Trust Fund"); and

WHEREAS, pursuant to Resolution No. 15-84, on March 17, 1984, the City Council approved the Community Redevelopment Plan for the Urban Core Community Redevelopment Area, dated March 1984 (the "1984 Plan") and the Community Redevelopment Project described therein, which 1984 Plan was modified and amended pursuant to Resolution No. 19-89 adopted by the City Council on April 6, 1989, and subsequently repealed and replaced with the "Urban Core Community Redevelopment Plan 2010" pursuant to Resolution No. 02-10 adopted by the City Council on January 14, 2010 (the "Redevelopment Plan"); and

WHEREAS, the Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City; and

WHEREAS, the City and the Agency have determined to redevelop and revitalize the Urban Core Community Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City; and

WHEREAS, pursuant to Resolution No. 33-09 adopted by the City Council of the City on October 8, 2009 (the "Original Bond Resolution"), the City previously issued its City of Pensacola, Florida Redevelopment Revenue Bonds, Series 2009A (the "Series 2009A Bonds") and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable-Build America Bonds – Direct Payment) in the original aggregate principal amount of \$45,640,000 (the "2009B Bonds" and, together with the Series 2009A Bonds, the "2009 Bonds") to finance the public recreation, exhibition, entertainment and exposition facilities and public infrastructure portions of the Vince Whibbs Sr. Community Maritime Park and other improvements in the Urban Core Community Redevelopment Area, including the Blue Wahoos Stadium; and

WHEREAS, at the request of the Agency, the City previously issued its City of Pensacola, Florida Urban Core Redevelopment Revenue Bond, Series 2017 (the "2017 Bond") in the original aggregate principal amount of \$8,000,000, pursuant to the Original Bond Resolution, as supplemented by Resolution No. 17-78 adopted by the City Council of the City on November 9, 2017 (the "2017 Resolution") to finance the 2017 Project (as defined in the 2017 Resolution) in the Urban Core Community Redevelopment Area; and

WHEREAS, at the request of the Agency, the City previously issued its City of Pensacola, Florida Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 (the "2019 Bond," and together with the 2017, the "Outstanding Bonds") in the original aggregate principal amount of \$58,140,000, pursuant to the Original Bond Resolution, as supplemented by Resolution No. 2019-31 adopted by the City Council of the City on July 18, 2019 (the "2019 Resolution" and, together with the Original Resolution, the "Bond Resolution") to finance the advance refunding of the 2009B Bonds and the 2019 Project (as defined in the 2019 Resolution) in the Urban Core Community Redevelopment Area; and

WHEREAS, the City and the Agency previously entered into interlocal agreements pursuant to Section 163.01, Florida Statutes, which are recorded at O. R. Book 7599, Page 1280 of the Public Records of Escambia County, Florida, and O. R. Book 8147, Page 644 of the Public Records of Escambia County, Florida, respectively, to document the Agency's obligation to fund, reimburse, and repay debt obligations incurred by the City at the Agency's request, including but not limited to the Outstanding Bonds, from legally available monies of the Agency including tax increment revenues deposited to the Trust Fund (collectively, the "Senior Debt Obligations"); and

WHEREAS, the City and Northwest Florida Professional Baseball, LLC, ("NFPB") have entered into that certain Multi-Use Facility Non-Exclusive Use Agreement dated July 20, 2011 (as amended from time to time, and particularly as amended by the Fifth Amendment To Multi-Use Facility Non-Exclusive Use Agreement, the "Use Agreement") pursuant to which the City has agreed to fund up to \$2,000,000 towards the total cost of improvements for the Vince Whibbs Sr. Community Maritime Park Blue Park Stadium which improvements include without limitation the Multi-Use Facility as such term is defined therein (the "Project"); and

WHEREAS, such improvements are contemplated by the Redevelopment Plan and constitute community redevelopment undertakings which may be funded through tax increment revenues of the Agency; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to enter into this Agreement to jointly and collectively provide a contribution toward the cost of the Project, as more particularly described in Section 4 below; and

WHEREAS, the City and the Agency have determined that this Agreement, the Project and the expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Urban Core Community Redevelopment Area consistent with the Urban Core Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the sufficiency of which is hereby acknowledged by the City and the Agency agree as follows:

Section 1. Authority. This Agreement is entered into pursuant to and under the authority of the 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, and other applicable law, as amended and supplemented.

Section 2. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

Section 3. Purpose. The purpose of this agreement is to provide for a source of funds to finance the design, construction and acquisition of the project as described below.

Section 4. Project Description. The Project contemplates certain improvements at the Multi-Use Facility identified in Attachment A, incorporated herein by reference. Such improvements may include, but are not limited to, the conversion of the Blue Wahoos Stadium baseball field from natural grass to synthetic turf and any irrigation changes needed to accommodate the conversion, the conversion of the Blue Wahoos Stadium lights to LED, the removal of existing bullpens and construction of new bullpens, the construction

of new batting cages, the purchase of additional training tables, dishwashers and surveillance equipment, internet and phone upgrades, replacement of HWC chairs, painting, repairs to seats, flooring, electrical outlets and elevators all in furtherance of maximizing the use and impact of the Vince Whibbs Sr. Community Maritime Park improvements paid for with tax increment revenues derived from the Urban Core Community Redevelopment Area. The description of the Project set forth herein shall be liberally construed to effectuate the purposes of this Agreement.

Section 5. Funding and Disbursement.

(A) Project Cost. The City and Agency will contribute a principal amount estimated to be \$2,000,000 toward the overall cost of the Project, as further described in Attachment A.

(B) Disbursement. The City will provide such funding to NFPB pursuant to invoices or as otherwise provided in the Use Agreement.

(C) Agency Reimbursement. The Agency will reimburse or pay at the City's direction an amount not to exceed \$2,000,000 for the City's contribution to the Project pursuant to the Use Agreement, from funds derived from tax increment currently on deposit in the Trust Fund; provided, however, that the Agency's obligation to pay or reimburse the City hereunder shall be junior and subordinate to the Senior Debt Obligations.

Section 6. Term. This Agreement shall become effective upon execution by the Parties and continue in full force and effect until the obligations hereunder approved by this Agreement, including principal and accumulated interest, has been fully repaid.

Section 7. Amendments. This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

Section 8. Assignment. No party to this Agreement may, directly or indirectly, 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 approval of the other party to this Agreement.

Section 9. 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.

Section 10. 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.

Section 11. Members Not Liable.

(A) 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.

(B) 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.

Section 12. 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.

Section 13. Notices.

(A) 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 CRA:	The Community Redevelopment Agency of the City of Pensacola, Florida 222 W. Main St. Pensacola, Florida 32502 Attention: Administrator
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To the City:	City of Pensacola 222 W. Main St. Pensacola, Florida 32502 Attention: Mayor
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(B) 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.

Section 14. 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.

Section 15. Limited Obligation. Neither the full faith and credit of the City, the Agency or of the State of Florida or any political subdivision thereof is pledged to meet the funding obligations hereunder, and no party shall ever have the right to compel any exercise of any ad valorem taxing power of the City, the Agency or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce any payment or funding of money provided for hereunder. This Agreement shall not constitute a lien upon any property of the City or the Agency except in the manner and to the express extent described herein.

Section 16. 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.

Section 17. Filing with County Clerk of the Court. The City 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.

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

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA, FLORIDA

Attest:

Delarian Wiggins, Chairperson

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

Legal in Form and Valid as Drawn:

Grover C. Robinson, IV, Mayor

Susan Woolf, City Attorney

Attest:

Approved as to Content:

Ericka L. Burnett, City Clerk

Amy Lovoy
Finance Director

Approved as to Content:

M. Helen Gibson
Community Redevelopment Agency
Administrator

[Signature Page to Interlocal Agreement]

ATTACHMENT A

Summary of Capital Projects and Estimated Cost Required before Lease extension/option Exercise.

	<u>Estimated Cost</u>
Capital Expenses for Updated MLB Standards	
1. Bullpens Moved to left field	\$ 270,000.00
2. Internet & Phones for MLB standards	12,500.00
3. Surveillance Equipment for a command post MLB required	10,000.00
4. Batting Cage MLB required 2	50,000.00
5. Additional training tables	1,000.00
6. Artificial Field	1,053,000.00
7. Irrigation for Field	4,000.00
8. Lights	515,000.00
9. (2) Dishwasher (other appliances on site)	1,000.00
Subtotal Estimated Cost of Items need for MLB Standards	<u>1,916,500.00</u>
Other Upkeep & Age related Repairs	
10. HWC Chair Replacement (64)	25,600.00
11. Interior Painting	15,000.00
12. Regions Seating repair (73)	7,500.00
13. Flooring in Winn Dixie Deck	7,500.00
14. Water Accessing Electrical Outlets	1,000.00
15. Elevator Servicing (pre-season checkup)	1,000.00
16. Painting HWC Poles (not covered by insurance)	1,200.00
Subtotal Estimated Cost of Stadium Upkeep and Agree Related Repairs	<u>58,800.00</u>
Total of Estimated Cost of Required Capital Improvements	\$ <u><u>1,975,300.00</u></u>