

AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF PENSACOLA, FLORIDA AND  
THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD  
FOR THE CREATION OF A COMPREHENSIVE DOWNTOWN  
PARKING STRATEGY FOR CENTRALIZED AND EFFICIENT  
MANAGEMENT OF DOWNTOWN PARKING FACILITIES

THIS AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT (“Amendment No. 2”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola, Florida (“City”), a municipal corporation of the State of Florida, and the Pensacola Downtown Improvement Board (“DIB”), a public body corporate and politic with administrative offices at 41 North Jefferson Street, Suite 401, Pensacola, Florida 32502 (collectively, the “Parties”).

WHEREAS, on November 29, 2007, the City and the DIB entered into an Interlocal Agreement for the creation of a comprehensive downtown Pensacola parking strategy for centralized and efficient management of downtown parking facilities (“Interlocal Agreement”); and

WHEREAS, the Interlocal Agreement established a Parking Management District in Downtown Pensacola, Florida as defined in Section 2 of the Interlocal Agreement; and

WHEREAS, Section 3 of the Interlocal Agreement provides the Parties may increase or decrease by amendment the Parking Facilities in the Parking Management District as defined in Sections 2 and 3 of the Interlocal Agreement; and

WHEREAS, the City and DIB agree to remove the property identified as 150 S. Baylen Street, Pensacola, Florida from the Parking Facilities and Parking Management District in the Interlocal Agreement; and

WHEREAS, provided the above recitals, both the City and DIB desire to continue the parking strategy and management embodied in the Interlocal Agreement; and

WHEREAS, the City and DIB 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 City and DIB 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. Section 3 of the Interlocal Agreement is amended to exclude any and all property located at 150 S. Baylen Street, Pensacola, Florida. However, the DIB shall continue to manage the parking at all property located at 150 S. Baylen Street, Pensacola, Florida per the

terms of the Interlocal Agreement until such time as the CRA has conveyed, by lease or fee simple, all property located at 150 S. Baylen Street, Pensacola, Florida to a third party.

- 3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.
- 4. This Amendment No. 2 to the Interlocal Agreement shall be recorded by the City upon full execution.

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

CITY OF PENSACOLA

ATTEST:

\_\_\_\_\_  
Ashton J. Hayward, III, Mayor

\_\_\_\_\_  
City Clerk

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

PENSACOLA DOWNTOWN  
IMPROVEMENT BOARD

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to substance:

Legal in form and valid as drawn:

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Attorney