

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF
PENSACOLA, FLORIDA AND
THE DOWNTOWN IMPROVEMENT
BOARD

THIS INTERLOCAL AGREEMENT (ILA) is made and entered into as of the _____ day of _____ 2022, (and effective _____, 2022), by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS, the DIB wishes to enter into an ILA with the City to design and construct two separate restroom facilities at Martin Luther King Jr. Plaza located at 50 N Palafox St, Pensacola, FL 32502; and

WHEREAS, the parties have determined that such an ILA will accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish the execution of this project.

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

Article 2: Project

2.1 DIB Payments

The parties mutually acknowledge and agree that for the duration of the ILA, the DIB agrees to reimburse the City for half of the design & construction cost, in the amount of \$211,475 as the total amount to be paid by the DIB. The DIB shall provide the City an initial payment of \$89,454 toward the \$211,475 owed. Payment shall be transmitted to the City within 30 days of execution of this ILA. Once the initial payment has been exhausted, the City shall provide the DIB a monthly invoice in the amount of \$3,390.00 for 36 months. Within 30 days of receipt of periodic invoices from the City, the DIB shall make payment to the City until the remaining balance of \$122,021 is paid off, which means the final invoice will reflect an amount due of \$3,389.81.

The City will provide periodic updates to DIB regarding the construction of the restrooms. If there are any delays or other issues that stop the City from making payments to the Contractor, or that stop the Contractor from continuing the construction, DIB shall be allowed to also delay or temporarily stop payment until the issue is resolved and construction resumes.

If, during the course of construction of the restrooms, the City and contractor have a dispute regarding the work or payment, the City will postpone the provisions of further invoices to DIB until the issue is resolved.

The City agrees to begin the design phase within 30 days of ILA execution, and then construction phase within 90 days of design completion. Both restrooms must be finished and fully-functional within a reasonable time.

Article 3: General Provisions

3.1 Term and Termination

(a) The provisions of this ILA shall take effect upon execution and shall remain in effect for a term not to exceed 36 months from its date of execution, unless terminated prior to that time.

(b) This ILA may be terminated at any time by mutual consent of the parties.

(c) This ILA may be terminated by either party without cause upon ninety (90) days advance written notice to the other party

3.2 Records

The parties acknowledge that this ILA and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this ILA.

3.3 Assignment

This ILA 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.

3.4 All Prior Agreements Superseded

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 ILA that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration 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.

3.5 Headings

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

3.6 Survival

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this ILA, shall survive the termination of this ILA.

3.7 Governing Law

This ILA shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this ILA shall be in the City of Escambia.

3.8 Interpretation

For the purpose of this ILA, 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. This ILA 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 the terms and provisions hereof.

3.9 Severability

The invalidity or non-enforceability of any portion or provision of this ILA 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 ILA and the balance hereof shall be construed to be enforced as if this ILA did not contain such invalid or unenforceable portion or provision.

3.10 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 ILA.

3.11 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 ILA.

3.12 Notices

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

TO THE CITY
City Administrator
222 West Main Street
Pensacola, FL 32502

TO THE DIB
Executive Director
226 South Palafox Place, Suite 106
Pensacola, FL 32502


Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 Liability

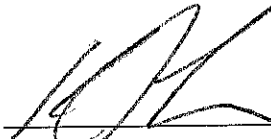
The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Each party agrees to indemnify, defend, and hold harmless the other party for its own acts or omissions that cause harm, injury or damage to persons or property and from any and all claims or suits brought as a result of such acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this ILA.

IN WITNESS WHEREOF, the parties hereto have made and executed this ILA on the respective dates, under each signature.

PENSACOLA DOWNTOWN IMPROVEMENT BOARD, a special dependent district of the City of Pensacola, Florida pursuant to Laws of Florida, Ch. 72-655 as amended:



Walker Wilson, Executive Director
Downtown Improvement Board
Date: 06/28/2022



Kevin Lehman, Vice Chair
Downtown Improvement Board
Date: 06/28/2022

CITY OF PENSACOLA,

Grover C. Robinson, Mayor
City of Pensacola
Date: _____

Ericka L. Burnett, Clerk
City of Pensacola
Date: _____

Charlie V. Pepler, Attorney
City of Pensacola
Date: _____

City Administrator
City of Pensacola
Date: _____