

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF  
PENSACOLA RELATING TO THE FY 2017-2018 FUNDING OF  
PENSACOLA-ESCAMBIA COUNTY PROMOTION AND  
DEVELOPMENT COMMISSION.**

**THIS AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

**WITNESSETH:**

**WHEREAS**, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by Section 163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

**WHEREAS**, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

**WHEREAS**, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

**WHEREAS**, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

**WHEREAS**, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

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

**Article 1**  
**Purpose**

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2017-2018.

**Article 2**  
**Responsibilities of Parties**

- 2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2017-2018 that the County shall contribute to the PEDC the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Fifty Thousand Dollars (\$150,000.00). Each shall reflect such contributions in their respective budgets.
- 2.2 This Agreement shall bind the parties beginning October 1, 2017 with respect to their PEDC FY 2017-2018 budgetary contributions. However, contributions for the FY 2017-2018 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida. In the event the County appropriates additional funds for the Escambia County Sheriff's FY 17/18 budget allocation then the County reserves the right to immediately terminate this Agreement. If terminated by either party prior to the expiration of the term, the Recipient will be reimbursed for eligible expenses incurred through the date of termination but shall not be entitled to any further appropriation payments during the fiscal year.
- 2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.
- 2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

**Article 3**  
**General Provision**

- 3.1 Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.
- 3.2 Records:** The parties acknowledge that this Agreement 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 Agreement.
- 3.3 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.
- 3.4 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 upon any prior representations or Agreements whether oral or written.
  - (b) 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 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.
- 3.6 Survival:** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 3.7 Governing Law:** This Agreement 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 Agreement shall be in the County of Escambia.

**3.8 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 the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's 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 and provisions hereof.

**3.9 Severability:** The invalidity or non-enforceability of any portion or provision 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 enforced as if this Agreement did not contain such invalid or unenforceable portion of 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 Agreement.

**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 Agreement.

**3.12 Notices:** All notices required or made pursuant to this Agreement 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 COUNTY**

Jack R. Brown  
County Administrator  
221 Palafox Place  
Post Office Box 1591  
Pensacola, FL 32597

**TO THE CITY**

Eric Olson  
City Administrator  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 5th day of October, 2017, and the City of Pensacola, by and through its Mayor, duly authorized to execute same by the City of Pensacola City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: [Signature]  
D.B. Underhill, Chairman

Date: 10/12/2017



**ATTEST:** Pam Childers  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk

**BCC APPROVED:** 10-05-2017

**CITY:**  
**The City of Pensacola**, a Florida Municipal Corporation

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

Date: \_\_\_\_\_

**ATTEST:** Ericka Burnett  
Clerk of the City of Pensacola

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
City Attorney

This document approved as to form and legal sufficiency:

By: [Signature]

Title: SACA

Date: 10/2/17