

2/2/2023 CAR II-21

AMENDMENT OF INTERLOCAL AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA
RELATING TO THE ROGER SCOTT TENNIS IMPROVEMENTS PROJECT

THIS AMENDMENT 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 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party" or collectively as "parties").

WITNESSETH:

WHEREAS, the County and the City are authorized by §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, on or about November 4, 2021, the parties entered into an Interlocal Agreement relating to renovations of the Roger Scott Tennis Center (RSTC), hereinafter referred to as the "Agreement"; and

WHEREAS, the County and the City have determined that it is in the best interest of the citizens to amend the terms of the Agreement to increase the City's funding obligation and revise the scope of the project as further provided herein.

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 County and the City agree as follows:

1. The foregoing recitals are declared to be true and correct and are hereby incorporated into this Amendment to the Agreement.
2. The Agreement is hereby amended to reflect that the total construction cost is \$3,555,413.08, to include the base bid amount of \$3,090,559.44, bid alternate 1 in the amount of \$68,907.00, and related contingency, engineering, and management.
3. Subsection 1.2 of the Agreement is hereby amended as follows:
 - 1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the responsibilities of the parties with respect to the funding of the *RSTC improvement project*, which will include resurfacing ~~the existing 48~~ 12 asphalt tennis courts (~~42 on the south and central rows to be post-tension concrete and 6 recoating 5 tennis courts on the north row to be clay based~~), ~~the addition of one clay court on the eastern edge of the Property, and the construction of a new 60 stall parking lot~~ (hereinafter referred to as the "Project").
4. Section 2 of the Agreement is hereby amended as follows:

Section 2. Responsibilities of the Parties.

 - 2.1 Subject to the contingencies described in detail below, the County shall allocate and contribute funds in an amount not to exceed \$1,302,545.50 (hereinafter, "County Project Funds") for ~~50% of the Project costs~~. County Project Funds will be paid to the City on a reimbursement basis as further provided in Section 3.

Date: 2/6/2023 Verified By: [Signature]

2.2 For the term of the Project, the City shall allocate and contribute an amount of ~~\$1,302,545.50~~ 2,563,672.15 (hereinafter, "City Project Funds") for the Project.

2.3 The City agrees to contract with a third party to fully perform and complete the Project in a good workmanlike manner. The City will be fully responsible for payment of all monies due under any such contract with a third party. It is anticipated by the parties that the time for completion of the Project shall be twenty-four (24) months from commencement of construction. The City will provide the County with a copy of the schedule for completion and any subsequent updates or revisions thereto.

2.4 The Parties agree that ~~50%~~ of any County Project Funds remaining unspent and unencumbered upon completion of the Project will transferred back the County.

~~2.5 In the event the total Project cost is projected to exceed \$2,605,091.00, the City, solely at its discretion, may modify the scope of the Project to reduce the Project cost to an amount not to exceed \$2,605,091.00.~~

2.6~~5~~ The City and the County agree that fees for County residents for use of the facilities constructed, in whole or in part, with County Project Funds will not exceed user fees established for City residents for use of the same facilities.

2.7~~6~~ This Agreement, after being properly executed by the parties named herein, shall become binding on the parties and 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.

5. Section 3 of the Agreement is hereby amended as follows:

~~3.1 After exhausting City Project Funds, the City may submit invoice(s) to the County for reimbursement of Project costs incurred in excess of the City Project Funds along with proper supporting documentation in detail sufficient for a proper pre-audit and post-audit thereof, payment of 50% of the Project costs incurred on a reimbursement basis. Requests for payment may be submitted at the completion of the Project or at the partial completion of the Project on a pro-rata basis; provided, however, requests shall not be made more frequently than once a month. Each invoice with proper supporting documentation should be submitted to the County for approval no later than thirty (30) days after the date of payment by the City. All invoices and supporting documentation shall be submitted within sixty (60) calendar days of final completion and acceptance of the Project.~~

~~3.2 Upon request, the City shall provide to County copies of any payment documentation and such other financial documents as County may reasonably require to verify any and all Project costs. The City shall provide a *Quarterly Project and Expenditure Report* on or before the tenth day following the end of each quarter (March 31st, June 30th, September 30th, and December 31st) until Project completion. Within twenty (20) days following the final payment to the City, the City shall submit a *Final Project and Expenditure Report*. Project and Expenditure Reports will include a detailed Project description, Project costs and expenses incurred, and such additional Project information as the County deems necessary. On or before June 30th each year until Project completion, the City shall also provide such other information as may be required for the County to complete its annual *Recovery Plan Performance Report(s)*. Payment(s) of County Project Funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement.~~

3.3 Invoices and Reports to the County shall be submitted to:
Escambia County Office of Management and Budget
Attn: Rebecca McMullin, Interim Budget Manager Grants and Special Projects Manager

P.O. Box 1591
Pensacola, FL 325971

3.4 Payments to the City shall be submitted to:
City of Pensacola
Attn: Finance Department Director
222 West Main Street
Pensacola, FL 32502

6. The parties hereby agree that all other terms and conditions of the Agreement will remain in full force and effect.

7. The Agreement and any amendments thereto 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 a subject of the Agreement shall be in the County of Escambia.

8. This Amendment to the Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Interlocal Agreement on the respective dates under each signature.

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

By: *Lumon J. May*
Lumon J. May, Chairman

Date: 2/13/2023

BCC APPROVED: 2/12/2023

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: _____
D.C. Reeves, Mayor

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court



By: *Laura Allen-Baker*
Deputy Clerk

ATTEST:

By: _____
City Clerk

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, DCA*

Date: 01-30-2023