

INTERLOCAL AGREEMENT
(Administrative Services)

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (“Agreement”), is made and entered into as of this _____ day of _____ 2017, between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (“Agency”), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (“City”).

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola (“City Council”), adopted Resolution No. 54-80 on September 25, 1980, describing the Urban Core Community Redevelopment Area (“Urban Core Community Redevelopment Area” or “Urban Core Area”) and finding such to be a “blighted area” as defined in Section 163.340, Florida Statutes, and in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which created the Community Redevelopment Agency of the City of Pensacola and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Redevelopment Trust Fund for the Urban Core Community Redevelopment Area (“Urban Core Trust Fund”); and

WHEREAS, on March 27, 1984, the City Council adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on October 26, 2000, the City Council adopted Ordinance No. 46-00, which delineated of the boundaries of the Urban Infill and Redevelopment Area (“UIRA”) by amending the comprehensive plan future land use map, and

WHEREAS, on October 26, 2000, the City Council adopted Ordinance No. 47-00, which adopted the Urban Infill and Redevelopment Plan (“UIRA Plan”), and

WHEREAS, on October 13, 2005, the City Council adopted Resolution No. 41-05 describing the Eastside Neighborhood Area (“Eastside Area” or “Eastside Urban Infill and Redevelopment Area”) of the UIRA and finding such to be “blighted area” as defined in Section 163.340, Florida Statutes and to be in need of redevelopment, rehabilitation and improvement; and

WHEREAS, on October 27, 2005, pursuant to Section 163.2520, Florida Statutes, the City Council adopted Ordinance No. 16-05, which created and established the Redevelopment Trust Fund for the Urban Infill and Redevelopment Eastside Area (“Eastside Trust Fund”); and

WHEREAS, on September 14, 2006, the City Council adopted Resolution No. 24-06 which amended Resolution No. 19-89 by adding additional priority elements, including certain park and public space enhancements and accessibility improvements to the revised Community Redevelopment Plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on January 25, 2007, the City Council adopted Resolution No. 04-07 describing the Westside Neighborhoods Community Redevelopment Area (“Westside Area” or “Westside Community Redevelopment Area”) and finding such to be a “blighted area” as defined in Section 163.340, Florida Statutes and to be in need of redevelopment, rehabilitation and improvement; and

WHEREAS, on May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the Westside Community Redevelopment Plan (“Westside Plan”), and

WHEREAS, on January 17, 2008, the City Council adopted Ordinance No. 01-08, which created and established the Redevelopment Trust Fund for the Westside Community Redevelopment Area (“Westside Trust Fund”); and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan dating from 1989 as amended and adopted the Urban Core Community Redevelopment Plan dated 2010 (“Urban Core Community Redevelopment Plan” or “Urban Core Plan”); and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which became effective on January 10, 2011, amending Resolution No. 55-80 and providing for the continuation of the Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on August 28, 2014, the City Council adopted Ordinance No. 32-14, which amended and readopted the Eastside Plan element of the UIRA Plan adding priority elements; and

WHEREAS, on August 28, 2014, the City Council adopted Ordinance No. 31-14, which amended the Westside Plan by repealing and reestablishing the base year for appropriations to the Westside Trust Fund; and

WHEREAS, on September 15, 2016, the City Council adopted Ordinance No. 28-16, which created Section 9-5-108 of the City Code providing for continued participation in the General Pension Plan for participating individuals who transfer to the CRA; and

WHEREAS, the Agency is responsible for the implementation of the Urban Core Plan, the Eastside Plan and the Westside Plan for the redevelopment, rehabilitation and improvement of the Urban Core Area, the Eastside Area and the Westside Area, respectively; and

WHEREAS, the City and the Agency are interested in removing blight, maintaining and revitalizing the Urban Core Area, the Eastside Area and the Westside Area as visibly attractive, economically viable, and socially desirable areas of the City; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to pursue jointly and collectively the administration and implementation of Agency's projects and activities; and

WHEREAS, the City possesses expertise in various matters, including but not limited to administration, personnel, engineering, finance, law, purchasing, public works and planning, which can be efficiently utilized by the Agency in the planning and implementation of the Urban Core Plan, the Westside Plan and the Eastside Plan (collectively referred to as the "Plans"); and

WHEREAS, the City desires to make available to the Agency, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support in order to avoid duplication of efforts for blight removal and prevention and thereby maximize the resources available to the City and Agency for advancing the redevelopment, rehabilitation and improvement of the Urban Core Area, the Eastside Area and the Westside Area, respectively; and

WHEREAS, the City Council and the governing body of the Agency have determined that the provision of such staff and administrative support will result in efficient public administration, certainty for both parties with respect to short and long term planning, cost-effective advancement of the redevelopment objectives described in the Plans, and that compensation and payment to the City in exchange for the staff and administrative support provided to the Agency is an appropriate expenditure to accomplish such objectives.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: RECITALS, AUTHORITY AND PURPOSE

1.1. Recitals. The City and Agency agree that the foregoing recitals are correct, complete and not misleading and are hereby incorporated as if fully set forth herein.

1.2. 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, codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the “Act”); City Council Resolution No. 54-80; City Council Resolution No. 55-80; City Council Resolution No. 65-81; City Council Ordinance No. 13-84; City Council Resolution No. 15-84; City Council Resolution No. 19-89; City Council Ordinance No. 46-00; City Council Ordinance No. 47-00; City Council Resolution No. 41-05; City Council Ordinance No. 16-05; City Council Resolution No. 24-06; City Council Resolution No. 04-07; City Council Resolution 13-07; City Council Ordinance No. 01-08; City Council Resolution No. 02-10; City Council Resolution No. 22-10; City Council Ordinance No. 31-14; and City Council Ordinance No. 32-14; as amended and supplemented.

1.3. Purpose. The purpose of this Agreement is to (i) express the desire of the parties to cooperate together to efficiently and effectively accomplish the community redevelopment objectives set forth in the Plans, (ii) provide for the continuing coordination and cooperation between the Agency and the City particularly regarding financial management, reporting, auditing, and administration and implementation of the Plans and projects contemplated therein, (iii) define and delineate the responsibilities and obligations of the parties, and (iv) provide the terms and conditions by which the Agency will compensate the City for its provision of professional staff and administrative support in achieving the blight removal, blight prevention and redevelopment objectives of the Plans.

ARTICLE 2: SERVICES

2.1. Description. In consideration of the payment provisions established in Article 3 herein, the City agrees to provide services on behalf of the Agency related to the administrative functions as described hereinafter, in the discretion of the City, for the implementation of the Plans by the Agency, and administrative services related to those plans for operation, maintenance and capital projects. The City expects to continue to perform the following functions and duties in accordance with established procedures or in the absence of same, as performed by the City in the conduct of the City’s business operations.

2.2. Personnel. The Agency Administrator, Assistant Administrator, and such other staff as the Agency may elect to employ, shall be hired, compensated and terminated within the sole discretion of the Agency, and all such Agency staff members shall work under the supervision and direction of the Agency Administrator, who shall work under the direction and supervision of the Chair of the Agency, provided however, they shall be governed by all policies and procedures applicable to City employees, and shall receive all benefits normally provided to comparable City employees, including compensation within the parameters of the City’s pay

plan, federal and state required withholdings and contributions, health insurance, life insurance, dental insurance and leave accrual.

2.3. Financial. The Agency will be permitted to utilize the services of the City's Financial Services Department for assistance with management of Agency fiscal accounts, purchasing, risk management, investment of Agency assets, payroll, accounting, monthly and annual reporting, annual audit, federal income and social security tax reporting, sales tax reporting (if any), and other fiscal needs in accordance with City policies and procedures, and other applicable law.

2.4. Legal, Engineering and Planning. The Agency will be permitted to utilize the services of the engineering and planning divisions and the City Attorney's Office to assist in the implementation of the Plans.

2.5. Purchasing. The Agency will be permitted to utilize the services of the City's purchasing division with respect to purchasing services and goods for the operation of Agency activities.

2.6. Construction. The City may, in the City's sole discretion, utilize the services of appropriate City staff with respect to design and construction services, and for the operation of Agency activities.

2.7. Insurance. The City may make available public officials liability insurance and other forms of insurance as deemed necessary by the City. Said insurance is to be determined at the sole discretion of the City.

2.8. Title and Contracting. Nothing in this Article shall be construed to prevent the City and the Agency from agreeing that any asset or contract, used or useful in the Agency's community redevelopment efforts and acquired or funded in whole or in part by the Agency, shall be acquired and permanently or temporarily owned by the City or shall be held and performed by the City for the benefit of Agency.

ARTICLE 3: REIMBURSEMENT AND COMPENSATION

3.1 Compensation and Reimbursement to the City. In consideration of the services to be provided in Article 2 by the City, the Agency shall compensate and/or reimburse the City in accordance with Section 163.387(6), Florida Statutes. The annual payment to the city shall be \$371,000 for each fiscal year beginning October 1, 2017 and shall increase based on the cost of the actual services provided thereafter. Payment shall be made in lump sum fashion no later than December 31 for the then-current fiscal year, or in such other fashion or at such other time or times as the Chief Financial Officer of the City may determine in his sole discretion. The Agency's obligation to pay and/or reimburse the City hereunder shall be cumulative and shall continue until the City has been repaid in full for all amounts due and owing hereunder. The Agency's payment obligations under this Agreement shall constitute an obligation to pay an indebtedness in accordance with the Act.

3.2 Subject to Superior Obligations. The parties agree that the Agency's obligation to compensate the City pursuant to this Article shall be junior and inferior to any other debt obligations of the Agency with respect to payment priority. The Agency shall provide for the debt obligation arising hereunder in its annual budget.

ARTICLE 4: TERM, EVENTS OF DEFAULT

4.1. Term. This Agreement shall become effective October 1, 2017 and continue until the later of (i) December 31, 2045, or (ii) termination of the Urban Core Trust Fund, the Westside Trust Fund or the Eastside Trust Fund as provided in Chapter 163 of the Florida Statutes.

4.2. Events of Default. An "event of default" under this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. Upon an event of default and written notice thereof by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. If the event of default shall continue uncured for ninety (90) days, the non-breaching party may terminate this agreement and proceed at law or in equity to enforce their rights under this Agreement. No delay or omission of the non-breaching party to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

Upon termination of this agreement, the City shall transfer to the Agency copies of any documents, data, and information requested by the Agency relating to the services accomplished herein.

ARTICLE 5: MISCELLANEOUS

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. Members Not Liable.

(1) 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.

(2) 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.

5.6. 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.

5.7. Notices.

(1) 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 Agency
Community Redevelopment Agency of
The City of Pensacola, Florida
222 West Main Street
Pensacola, Florida 32502
Attention: CRA Administrator

To the City
City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attention: Mayor

(2) 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.

5.8. 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.

5.9. 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.

5.10. 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.

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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

CITY OF PENSACOLA, FLORIDA

Jewel Cannada-Wynn, CRA Chairperson

Ashton J. Hayward, III, Mayor

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Content:

M. Helen Gibson, CRA Administrator

Richard Barker, Jr., Chief Financial Officer

Legal in Form and Valid as Drawn:

Lysia Bowling, City Attorney