

INTERLOCAL AGREEMENT

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA,  
FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2023, between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

**WITNESSETH:**

**WHEREAS**, pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area; and

**WHEREAS**, pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council; and

**WHEREAS**, pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" (the "Urban Core Redevelopment Area") is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest; and

**WHEREAS**, pursuant to Ordinance No. 13-84 enacted by the City Council on March 8, 1984, the Urban Core Community Redevelopment Trust Fund (the "Trust Fund") was established into which the tax increment paid by each taxing authority each year is deposited in accordance with section 163.387, Florida Statutes, for the purpose of financing community redevelopment in the Redevelopment Area (the "Tax Increment"); and (the "Trust Fund"); and

**WHEREAS**, on January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Redevelopment Area (as may be further amended from time to time, the "Redevelopment Plan"); and

**WHEREAS**, the Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City; and

**WHEREAS**, the City and the Agency have determined to redevelop and revitalize the Urban Core Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City; and

**WHEREAS**, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to enter into this Agreement to jointly and collectively provide financing for the construction of the Spring Streetscape Project – Garden to Romana (the "Project") pursuant to a Master Redevelopment Agreement between the Agency, City and Developer ("Master Redevelopment Agreement"); and

**WHEREAS**, the Mayor of the City of Pensacola (the "Mayor"), City Council and the Agency have determined that this Agreement and the Project and expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Urban Core Redevelopment Area consistent with the Redevelopment Plan.

**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: AUTHORITY AND PURPOSE**

1.1. 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 (the "Act"), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, *Florida Statutes*; City Council Resolution No. 55-80; City Council Ordinance No. 47-00; City Council Resolution 41-05; City Council Ordinance No. 16-05; City Council Ordinance 32-14; City Council Resolution No. 22-10; and other applicable law, as amended and supplemented.

1.2. 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.

1.3. Purpose. The purpose of this Agreement is to provide for a source of additional funds to finance the construction of the Project.

1.4. Project Description. The Project contemplates the construction of streetscape improvements along Spring Street from Garden Street to Romana Street through a public-private partnership with 200 West Garden LLC and 97 Spring Condos, LLC (the "Developer") intended to facilitate construction of a mixed use development with an estimated total taxable value of not less than \$45,000,000 on the corner of Garden and Spring Streets (the "Development"), in furtherance of redeveloping the Urban Core Redevelopment Area consistent with the Redevelopment Plan. The description of the Project set forth herein shall be liberally construed to effectuate the purposes of this Agreement.

## **ARTICLE 2: FUNDING AND DISBURSEMENT**

2.1. Project Cost. The cost of the Project is estimated to be \$2,371,645, of which the Developer will contribute \$889,367. The balance of funding necessary for the Project will be provided by a loan from the City to the Agency as provided hereunder.

2.2. Funding. The City of Pensacola shall provide a loan of up to \$1,482,278 plus \$139,319.48 in capitalized interest for a total loan value of \$1,621,597.48 for an 3 year term, (the "Loan") to the Agency for purposes of funding a portion of the Project, to be repaid from legally available funds of the Agency which may include but are not limited to tax increment revenues on deposit in the Trust Fund.

2.3. Disbursement. The principal amount of the loan shall be disbursed no less than seven (7) days prior to escrow or payment of the Redevelopment Incentive, as defined within the Master Redevelopment Agreement, pursuant to authorization by the City's Chief Financial Officer.

## **ARTICLE 3: REIMBURSEMENT**

3.1. Loan Repayment. The Agency hereby covenants to fund, reimburse and repay the Loan from tax increment revenues on deposit in the Trust Fund (or any other funds of the Agency which are legally available for such purpose) in accordance with this Article 3. Such covenant to repay the Loan is cumulative and shall continue until the Loan, including all principal due thereupon, has been paid in full. To the extent that revenues on deposit in the Trust Fund are insufficient to make a payment to the City on any Loan payment date, the obligation to make such payment shall continue until tax increment revenues or other legally available funds of the Agency, in amounts sufficient to pay any then outstanding Loan payments, shall have actually been paid.

3.2 Repayment Schedule. Attachment A, incorporated herein by reference, sets forth an estimated repayment schedule for the Loan which contemplates disbursement of the full amount of the Loan by October 1, 2027, and repayment commencing on October 1, 2030 with semi-annual payments due on October 1<sup>st</sup> and April 1<sup>st</sup> of each year to include all principal and interest accrued to that date thereafter, with the balance to be repaid by October 1, 2033, unless tax increment revenues generated by the Development, in an amount sufficient to repay all or a portion of the Loan, are generated earlier. Early repayment may be made upon adoption of the Agency's annual budget authorizing such repayment. When the full principal amount of the Loan is fully disbursed to the Agency, the City's Chief Financial Officer shall prepare a final Loan repayment schedule reflecting the total amount drawn and the actual debt service payments. Such final Loan repayment schedule will be appended hereto as Attachment B and incorporated herein by reference.

3.3. Prepayment. The Agency may repay the principal balance of the Loan in whole or in part at any time, without penalty.

3.4. Subordination. The Agency's obligation to fund, reimburse and repay the Loan shall be subordinate to any other debt issuance secured by tax increment revenues on deposit in the Trust Fund.

#### **ARTICLE 4: TERM**

4.1. Term. This Agreement shall become effective upon execution by the Parties and filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), *Florida Statutes* and continue in full force and effect until the loan authorized by this Agreement, including principal and accumulated interest, has been fully repaid and amortized.

#### **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 CRA:	Community Redevelopment Agency of The City of Pensacola, Florida 222 W. Main St. Pensacola, Florida 32502 Attention: CRA Manager
-------------	--

To the City: City of Pensacola  
222 W. Main St.  
Attention: Chief Financial Officer

(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. Limited Obligation. Neither the full faith and credit of the City, the Agency or of the State of Florida or any political subdivision thereof is pledged to meet the funding obligations hereunder, and no party shall ever have the right to compel any exercise of any ad valorem taxing power of the City, the Agency or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce any payment or funding of money provided for hereunder. This Agreement shall not constitute a lien upon any property of the City or the Agency except in the manner and to the express extent described herein.

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.

5.11. 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.

[Remainder of Page Intentionally Left Blank]



**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

Attest:

\_\_\_\_\_  
Teniade Broughton, Chairperson

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

Legal in Form and Valid as Drawn:

\_\_\_\_\_  
D.C. Reeves, Mayor

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

Attest:

Approved as to Content:

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

\_\_\_\_\_  
Amy Lovoy  
Chief Financial Officer

Approved as to Content:

\_\_\_\_\_  
Victoria D'Angelo  
CRA Division Manager



ATTACHMENT A

ESTIMATED LOAN REPAYMENT SCHEDULE

Month	Beginning Balance	Interest	Principal	Total Payment	Ending Balance
10/1/2030	\$1,621,597.48	\$6,080.99	\$42,156.55	\$48,237.54	\$1,579,440.93
11/1/2030	\$1,579,440.93	\$5,922.90	\$42,314.64	\$48,237.54	\$1,537,126.30
12/1/2030	\$1,537,126.30	\$5,764.22	\$42,473.32	\$48,237.54	\$1,494,652.98
1/1/2031	\$1,494,652.98	\$5,604.95	\$42,632.59	\$48,237.54	\$1,452,020.40
2/1/2031	\$1,452,020.40	\$5,445.08	\$42,792.46	\$48,237.54	\$1,409,227.93
3/1/2031	\$1,409,227.93	\$5,284.60	\$42,952.94	\$48,237.54	\$1,366,275.00
4/1/2031	\$1,366,275.00	\$5,123.53	\$43,114.01	\$48,237.54	\$1,323,160.99
5/1/2031	\$1,323,160.99	\$4,961.85	\$43,275.69	\$48,237.54	\$1,279,885.31
6/1/2031	\$1,279,885.31	\$4,799.57	\$43,437.97	\$48,237.54	\$1,236,447.34
7/1/2031	\$1,236,447.34	\$4,636.68	\$43,600.86	\$48,237.54	\$1,192,846.48
8/1/2031	\$1,192,846.48	\$4,473.17	\$43,764.37	\$48,237.54	\$1,149,082.12
9/1/2031	\$1,149,082.12	\$4,309.06	\$43,928.48	\$48,237.54	\$1,105,153.64
10/1/2031	\$1,105,153.64	\$4,144.33	\$44,093.21	\$48,237.54	\$1,061,060.43
11/1/2031	\$1,061,060.43	\$3,978.98	\$44,258.56	\$48,237.54	\$1,016,801.87
12/1/2031	\$1,016,801.87	\$3,813.01	\$44,424.53	\$48,237.54	\$972,377.34
1/1/2032	\$972,377.34	\$3,646.42	\$44,591.12	\$48,237.54	\$927,786.21
2/1/2032	\$927,786.21	\$3,479.20	\$44,758.34	\$48,237.54	\$883,027.87
3/1/2032	\$883,027.87	\$3,311.35	\$44,926.19	\$48,237.54	\$838,101.69
4/1/2032	\$838,101.69	\$3,142.88	\$45,094.66	\$48,237.54	\$793,007.03
5/1/2032	\$793,007.03	\$2,973.78	\$45,263.76	\$48,237.54	\$747,743.27
6/1/2032	\$747,743.27	\$2,804.04	\$45,433.50	\$48,237.54	\$702,309.77
7/1/2032	\$702,309.77	\$2,633.66	\$45,603.88	\$48,237.54	\$656,705.90
8/1/2032	\$656,705.90	\$2,462.65	\$45,774.89	\$48,237.54	\$610,931.00
9/1/2032	\$610,931.00	\$2,290.99	\$45,946.55	\$48,237.54	\$564,984.46
10/1/2032	\$564,984.46	\$2,118.69	\$46,118.85	\$48,237.54	\$518,865.61
11/1/2032	\$518,865.61	\$1,945.75	\$46,291.79	\$48,237.54	\$472,573.82
12/1/2032	\$472,573.82	\$1,772.15	\$46,465.39	\$48,237.54	\$426,108.43
1/1/2033	\$426,108.43	\$1,597.91	\$46,639.63	\$48,237.54	\$379,468.80
2/1/2033	\$379,468.80	\$1,423.01	\$46,814.53	\$48,237.54	\$332,654.27
3/1/2033	\$332,654.27	\$1,247.45	\$46,990.09	\$48,237.54	\$285,664.19
4/1/2033	\$285,664.19	\$1,071.24	\$47,166.30	\$48,237.54	\$238,497.89
5/1/2033	\$238,497.89	\$894.37	\$47,343.17	\$48,237.54	\$191,154.72
6/1/2033	\$191,154.72	\$716.83	\$47,520.71	\$48,237.54	\$143,634.01
7/1/2033	\$143,634.01	\$538.63	\$47,698.91	\$48,237.54	\$95,935.10
8/1/2033	\$95,935.10	\$359.76	\$47,877.78	\$48,237.54	\$48,057.32
9/1/2033	\$48,057.32	\$180.21	\$48,057.33	\$48,237.54	\$0.00



ATTACHMENT B  
FINAL LOAN REPAYMENT SCHEDULE  
[TO COME]