

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND  
THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF  
PENSACOLA RELATING TO THE BEAUTIFICATION OF A PORTION OF  
WEST GOVERNMENT STREET**

**THIS AGREEMENT** is entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the “County”), acting through its Board of County Commissioners, and the Community Redevelopment Agency of the City of Pensacola, a public body corporate and politic of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the “CRA”).

**WITNESSETH:**

**WHEREAS**, the County and the CRA 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 CRA 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**, Steven P. Grimes and Paul A. Grimes (hereinafter referred to as the “Developers”) are the developers of Imperium Condominium located at 120 W. Government Street, Pensacola, FL 32502 (hereinafter referred to as the “Development”); and

**WHEREAS**, Green Procedures, Inc. (hereinafter referred to as the “Landscape”) provided all landscaping services for the Development; and

**WHEREAS**, the Development is across the street from and faces the north side of the M.C. Blanchard Judicial Building located at 190 W. Government Street, Pensacola, FL 32502; and

**WHEREAS**, the Developers have agreed to donate to the County five above-sidewalk tree planters and five Crape Myrtle Trees to be placed along a portion of the sidewalk abutting the north side of the M.C. Blanchard Judicial Building (see attached Exhibit “A”); and

**WHEREAS**, the Landscaper has researched the planters and the Crape Myrtle Trees for this proposal and the Developers intend to engage the Landscaper to fulfill this proposal; and

**WHEREAS**, the County and the CRA have mutual interests in enhancing the beauty of this portion of West Government Street; and

**WHEREAS**, the County and the CRA desire to work together in the maintenance of the donated planters and Crape Myrtle trees.

**NOW THEREFORE**, it is mutually agreed that the County and CRA enter into this Interlocal Agreement subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. The Developers have agreed to donate to the County five above-sidewalk tree planters and five Crape Myrtle Trees to be placed along a portion of the sidewalk abutting the north side of the M.C. Blanchard Judicial Building.
3. The Developers and the Landscaper have agreed to use planters that are 4' x 4' x 4' in dimension and are of a fibrous/concrete material. The shape and color of the planters shall be as depicted in Exhibit "A," so as to complement the architecture of the M.C. Blanchard Judicial Building.
4. The Developers and the Landscaper have agreed to use 30-gallon Crape Myrtle Trees. At planting, the Crape Myrtle Trees will be 8'-10' tall.
5. The Developers have agreed to bear all costs for the purchase, delivery and placement of the planters and Crape Myrtle Trees.
6. The Developers and the Landscaper have agreed that, upon the County's acceptance, the planters and Crape Myrtle Trees will remain the property of the County.
7. The CRA hereby agrees to water and otherwise maintain the five planters and the five Crape Myrtle Trees for a period of two (2) years from the effective date of this Interlocal Agreement. During the two year watering period, the County will be responsible for replacement or repair of said trees or planters in the event they should die or be damaged. The CRA shall have no responsibility to replace or repair.
8. Thereafter, the County agrees to take responsibility for all watering and maintenance.
9. This Interlocal 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 Interlocal Agreement shall be in the County of Escambia.
10. The invalidity or non-enforceability of any portion of this Interlocal 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 Interlocal Agreement and the balance thereof shall be construed and enforced as if this Interlocal Agreement did not contain such invalid or unenforceable portion or provision.
11. This Interlocal Agreement represents the entire and integrated agreement between the County and the CRA and supersedes all prior negotiations, representations or agreements either written or oral. This Interlocal Agreement may be amended only by written instrument signed by authorized representatives of the County and the CRA.
12. This Interlocal Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for filing this document upon receipt of the executed Interlocal Agreement from the CRA.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this 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: \_\_\_\_\_  
Steven Barry, Chairman

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

BCC APPROVED: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: *Kia M. Johnson, ACA*

Date: 03-27-2020

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA**, a public body corporate and politic of the State of Florida.

By: \_\_\_\_\_  
Jared Moore, Chairman

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

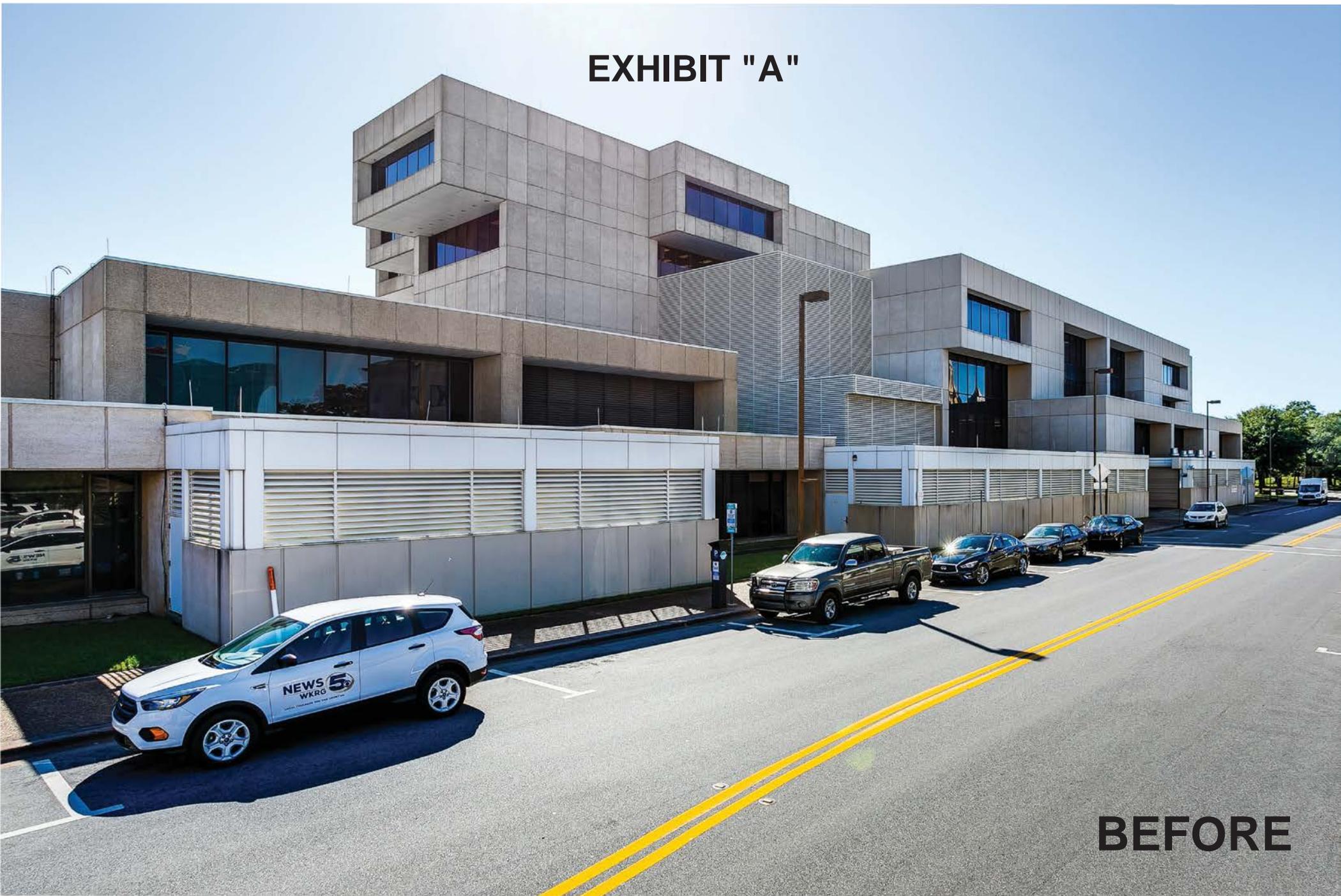
ATTEST:

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

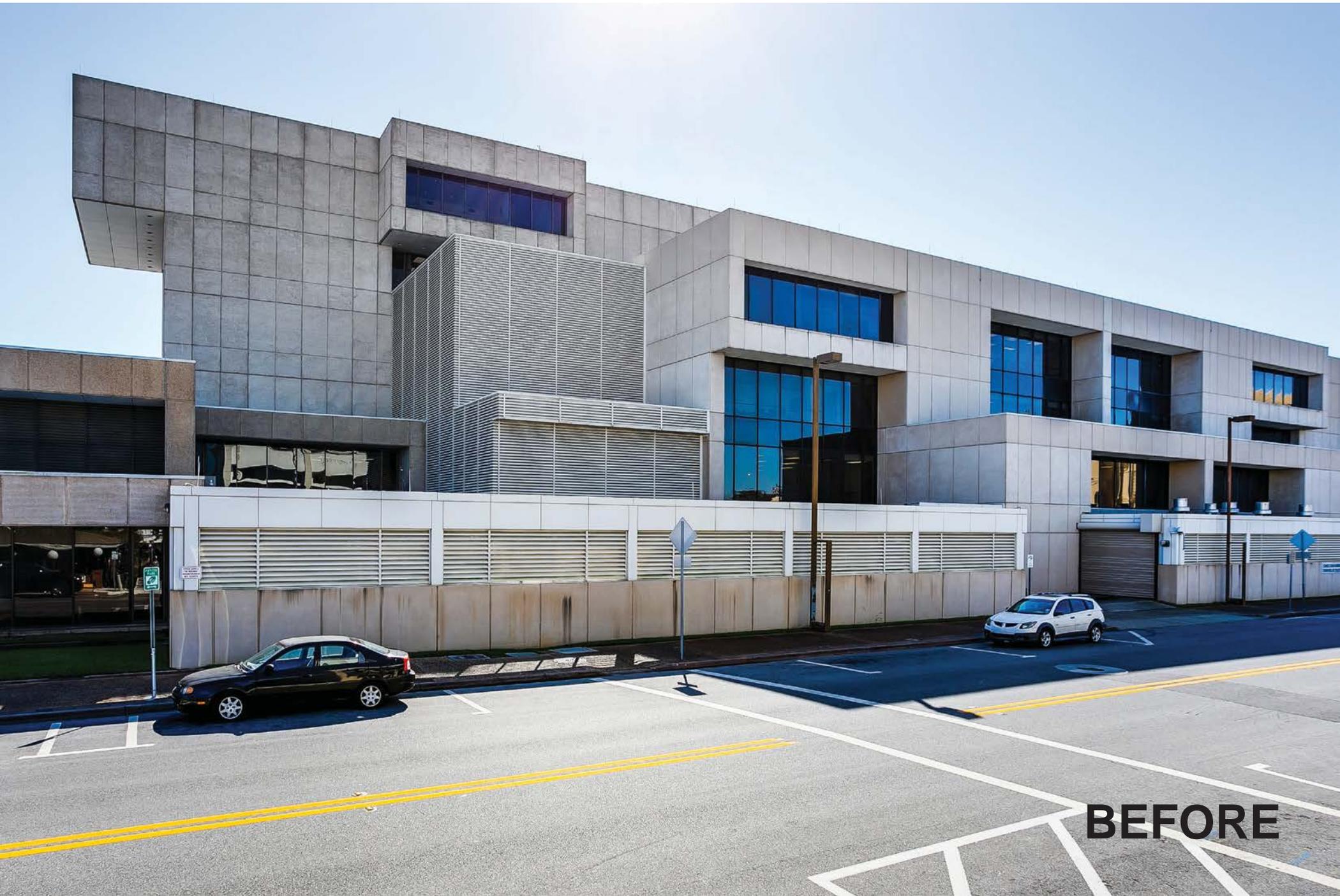
Legal in form and valid as drawn:

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

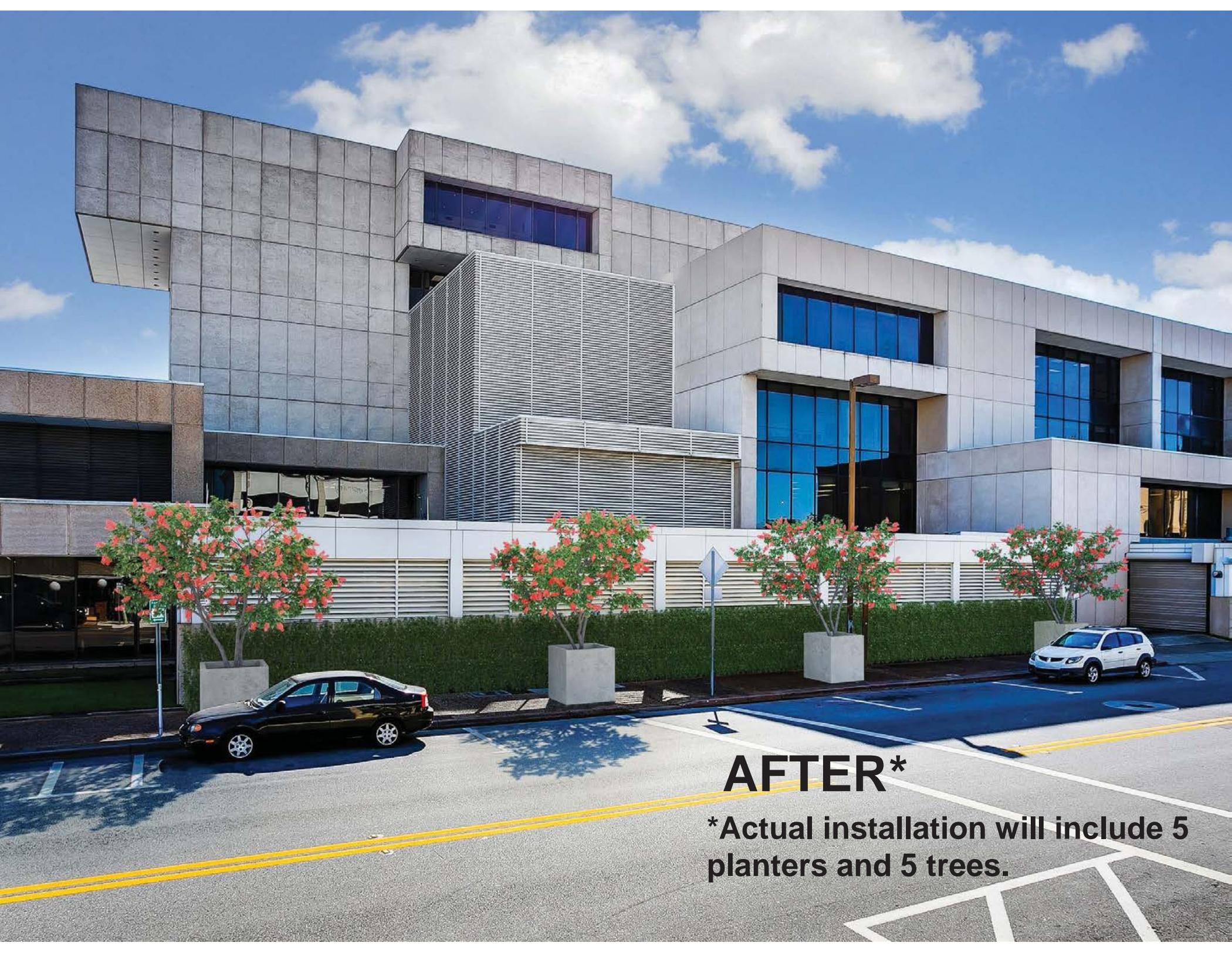
# EXHIBIT "A"



**BEFORE**



**BEFORE**



**AFTER\***

**\*Actual installation will include 5 planters and 5 trees.**