

INTERLOCAL AGREEMENT
CRA Maintenance and Management 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 _____ 202_, 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”).

WITNESSETH:

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 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, 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 (the “CRA Areas”), respectively; and

WHEREAS, the City and the Agency are interested in removing blight, revitalizing and maintaining the Urban Core Area, the Eastside Area and the Westside Area (collectively referred to as the “CRA Areas”) as a 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, pursuant to the Urban Core Plan, the Westside Plan and the Eastside Plan (collectively referred to as the “Plans”), the Agency has made, or will make in the future, certain improvements to various public facilities within the CRA Areas; and

WHEREAS, the City possesses expertise in various matters, including property maintenance and management, which can be efficiently utilized by the Agency in the planning and implementation of 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, any necessary materials, supplies, equipment, staffing or services necessary to maintain and manage the Project Areas 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 CRA Areas; and

WHEREAS, the City Council and the governing body of the Agency have determined that the provision of such maintenance and management 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 maintenance and management 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 AND AUTHORITY

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 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 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 maintenance and management 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 maintenance and management functions as described hereinafter, in the discretion of the City, for the maintenance and management of projects implemented by the Agency in accordance with the Plans. 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. Maintenance and Management Services. The Agency will be permitted to utilize the services of the City for the purpose of maintaining and/or managing areas or properties owned, constructed, improved, and/or developed by the Agency within the Project Areas defined

in Section 2.3 (“Project Areas”). Maintenance and/or management of the Project Areas may be modified from time to time, in accordance with Article 2.4 below.

2.3 Project Areas. Areas or properties owned, constructed, improved, and/or developed by the Agency within the CRA Areas by the CRA that may require maintenance and/or management services as of the date of this Agreement, or in the future, include:

- “A” Streetscape Revitalization –Main to Cervantes
- Belmont-DeVilliers Streetscape –Belmont from Coyle to Reus and DeVilliers from La Rua to Wright
- Belmont-DeVilliers/Coyle Street Parking Facility – SE Intersection of Belmont and Coyle – (Coyle & Belmont (Paved); 500 Blk W Belmont (Paved) (Acct# 131756000); 500 Blk W Belmont Street (Unpaved) (Acct# 131757000))
- Henry Wyer Park – NE Intersection of Belmont and Reus
- Spring Street Streetscape – Gadsden to Belmont
- Garden Street Landscape Median – Alcaniz to A
- North Palafox Street Streetscape – Wright to Garden
- MLK Plaza - North Palafox Median from Wright to Garden
- North Palafox Parking Facility – Corner of North Palafox and Gregory
- Palafox Place Streetscape, including flower bed irrigation – Garden to Government
- South Palafox Street Streetscape – Government to Main
- Palafox Pier Promenade and Fountain – 800 Blk. S. Palafox St – From fork at Palafox Street to Plaza de Luna Park entrance
- Plaza de Luna Park, including Concession and Restroom Facilities – Southernmost terminus of South Palafox Street, along waterfront
- Plaza de Luna Docks – Berth improvements at Plaza de Luna Park
- Jefferson Street Streetscape – Garden to Plaza de Luna
- Jefferson Streetscape Revitalization – Romana to Intendencia
- “East Garden District” Streetscape Improvements / Jefferson Street Road Diet Extension – Garden to Chase
- Zarragossa Street Streetscape – Baylen to Tarragona
- Seville Square Park – Block bound by Government, Zarragossa, Adams, and Alcaniz
- Alcaniz/Romana Streetscape – Alcaniz from Intendencia to Garden; Romana from Alcaniz to S Florida Blanca
- Chase/Gregory Streetscape – Chase from Florida Blanca to Bayfront and Gregory from I-110 to 14th
- Bayfront Parkway Streetscape – Tarragona to 17th
- Wayside Park East Improvements – Along waterfront – Bayfront and 17th from Bayfront to Wright
- 101 West Main Street (between Baylen and Spring)
- Baylen Slip Promenade – Southernmost terminus of Baylen St
- Plaza Ferdinand VII Park – 300 S Palafox St
- Bartram Park – 211 Bayfront Pkwy
- DeVilliers Streetscape Revitalization – Main to Cervantes (excluding Wright to LaRua)

- Reus Streetscape Revitalization – Main to Cervantes
- Community Maritime Park Day Marina – 300 Blk W Main St (CMP)
- Bruce Beach Park Improvements – 601 W Main Street (Park at southernmost terminus of Clubbs Street)
- “Hashtag” Streetscape Improvements – Main Street from Alcaniz to Baylen, Cedar Street from Alcaniz to Community Maritime Park
- General Daniel “Chappie” James, Jr. Memorial Park – 1606 & 1608 Dr. MLK Jr. Drive
- Redevelopment Site - 1700 Dr. MLK, Jr. Boulevard
- Redevelopment Site - 2300 W Jackson Street
- Redevelopment Site - 901 W Blount Street
- Redevelopment Site – 900 Blk W Blount Street

2.4 Additions/Removals. The CRA Manager, or his or her designee, shall provide written notice to the City Administrator and the applicable City Department Director or Administrator regarding the addition of any new Project Areas for which maintenance and/or management is necessary. Notice shall be provided upon award of bid for construction, improvement or development of the Project Area, the date in which closing for acquisition of property is scheduled or as soon as otherwise practicable. The required funding for the maintenance and/or management services shall be appropriated in the Agency budget unless otherwise funded by the City, in the City’s sole discretion.

To remove a Project Area, the CRA Manager or his or her designee shall provide written notice to the City Administrator and the applicable City Department Director or Administrator stating the Agency’s intent to remove the Project Area within sixty (60) calendar days of expected removal or as soon as practicable.

A list of all active and removed Project Areas shall be maintained in the Office of the Agency.

2.5 Other Agreements Prevail. The terms of leases, development agreements, interlocal agreements or similar contracts applicable to the Project Areas shall prevail against the terms of this Agreement.

2.6 Maintenance Specifications and Procedures. Specifications and procedures for maintenance shall be established, and may be modified from time to time, by the City in coordination with the CRA. In the event that the Agency desires to modify a maintenance specification or procedure, the CRA Manager or his or her designee shall consult with the applicable City Department Director or Administrator regarding the desired change. Additional funding necessary to implement changes agreed upon by the Agency and City shall be appropriated in the Agency budget unless otherwise funded by the City, in the City’s sole discretion.

2.7 Management Procedures. Management of park areas, including grounds and facilities, the public right-of-way and docking shall be performed by the City in coordination with the CRA. Management shall include regular monitoring, coordination, maintenance and up-

keep, as well as, management of applications for use of Project Area facilities or amenities and related contractual agreements. Any necessary amendments or changes to contractual agreements pertaining to the Project Areas shall be promptly reported to and coordinated with the CRA Manager or his or her designee. Any amendments or changes for which the Agency is a party must be approved by the Agency or the CRA Manager, as applicable. Management of all other contractual agreements pertaining to other properties, such as individual lots and redevelopment parcels shall be performed by the CRA.

2.8 Personnel and Staffing. The City shall assign personnel to provide the maintenance and management services described herein, as needed. Any additional staff who will be assigned to solely carry out the required maintenance and management services described herein, shall be employed and compensated, within the discretion of the City. Employment and compensation shall be pursuant to the Agency's budget for the fiscal year in which compensation is to commence. Hiring and termination shall be conducted by the applicable City department, with concurrence of the CRA Manager or his or designee. All such staff members shall work under the supervision and direction of the applicable City Department Director or Administrator, who shall coordinate with the CRA Manager, or his or her designee, as necessary. 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.

2.9 Financial Management. Administrative functions necessary to manage accounts payable and receivables for maintenance services related to landscaping, grounds maintenance and utilities and docking management shall be performed by the City. All other financial management shall be performed by the Agency.

ARTICLE 3: FUNDING APPROPRIATIONS

3.1 Funding Appropriation. In consideration of the services to be provided in Article 2 by the City, the Agency shall annually appropriate funding for such services in accordance with Section 163.387(6), Florida Statutes. Annual appropriations shall be based on the actual anticipated cost of the maintenance and management services to be provided during the subject fiscal year.

Payments provided under this Agreement shall be based on the cost of the actual services provided but not more than an amount appropriated in the Agency's budget for such services during the current fiscal year in which payment is to be made. In the event of urgent or emergency situations, where costs of the services exceed the amount appropriated in the Agency's budget during the current fiscal year, such payment may be advanced by the City. In such instance, the Agency may be required to reimburse the City for such payment in lump sum fashion or in such other fashion as the Chief Financial Officer of the City may determine in his or her 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 upon filing in the public records of Escambia County, Florida and continue until the later of (i) December 31, 2047, 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, by personal hand delivery, or by electronic transmittal with receipt requested:

To the Agency
Community Redevelopment Agency of
The City of Pensacola, Florida
P.O. Box 12910
Pensacola, FL 32521
Attention: CRA Manager

To the City
City of Pensacola
P.O. Box 12910
Pensacola, FL 32521
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, to 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

CRA Chairperson, Teniade Broughton

Mayor, Grover C. Robinson, IV

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Content:

Victoria D'Angelo, Assistant CRA Manager

Amy Lovoy, Chief Financial Officer

Legal in Form and Execution:

Charlie Pepler, City Attorney