

INTERLOCAL AGREEMENT

Urban Core CRA Landscape, Park and Public Space Enhancement
and Accessibility Improvement Maintenance 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 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WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan dating from 1989 as amended and adopted the Urban Core Community Redevelopment Plan dated 2010 (“Urban Core Community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, the Agency is responsible for the implementation of the Urban Core Plan for the redevelopment, rehabilitation and improvement of the Urban Core Area; and

WHEREAS, the City and the Agency are interested in removing blight, revitalizing and maintaining the Urban Core 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 pursue jointly and collectively the administration and implementation of Agency’s projects and activities; and

WHEREAS, pursuant to the Urban Core Community Redevelopment Plan, the Agency has made certain improvements to various public facilities within the Urban Core Community Redevelopment Area, such improvements referred to as the Project, as hereinafter defined, and described herein; and

WHEREAS, the City possesses expertise in various matters, including but not limited to landscape, park and public space enhancement and accessibility improvement maintenance which can be efficiently utilized by the Agency in the planning and implementation of the Urban Core Plan; 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 and thereby maximize the resources available to the City and Agency for advancing the redevelopment, rehabilitation and improvement of the Urban Core Area; and

WHEREAS, in accordance with the above, the City has undertaken the responsibility for landscape, park and public space enhancement and accessibility improvement maintenance of certain “Landscape Improvement Maintenance Areas” as hereinafter defined and has incurred

costs for water and electrical utilities services in connection therewith in increased amounts directly attributable to the improvements made by the Agency; and

WHEREAS, the Agency proposes to exercise its powers available under the Act, as hereinafter defined, to aid, assist, and cause these landscape, park and public space enhancements and accessibility improvement maintenance services to be accomplished by, among other things, using some of its “increment revenues” deposited in the “Urban Core Trust Fund together with funds provided by the City of Pensacola General Fund to pay such “Costs of the Project” as hereinafter defined; and

WHEREAS, the Agency proposes to make available to the City a portion of the funds in its Urban Core Trust Fund to reimburse a portion of the Costs of the Project directly attributable to the improvements made by the Agency; and

WHEREAS, these ongoing Project landscape, park and public space enhancements and accessibility improvement maintenance services comply with and will further the purposes of the Plan in accordance with the Redevelopment Act, will promote the City and thereby benefit the local economy, and will be of substantial benefit to the Agency and the City; and

WHEREAS, but for the mutual undertakings hereunder by the parties to this Agreement, it would be necessary for either the City or the Agency, acting individually, to provide all financing and take all actions required for such maintenance and improvements; however, as provided by the Act, as defined herein, each has elected to pursue jointly and collectively these separate actions, all in accordance with the intent and purpose of the Act permitting units of local governments, among other things, to provide from their revenues and other resources the financial and other support for the purposes set forth in interlocal agreements; and

WHEREAS, the City and the Agency entered into an Interlocal Agreement for Fiscal Year 2017 for Landscape Maintenance Services and Park and Public Space Enhancements and Accessibility Improvements to more fully establish the joint and several obligations, duties and responsibilities of the Agency and the City to provide for ongoing Project landscape, park and public space enhancement and accessibility improvement maintenance services, to provide a means and method for this cooperative venture within the Urban Core Community Redevelopment Area by the parties, and to provide a means and method to pay the Costs of the Project, in order to further the purposes stated herein; and

WHEREAS, the Fiscal Year 2017 Interlocal Agreement for Landscape Maintenance Services and Park and Public Enhancements and Accessibility Improvements, terminates on September 30, 2017; and

WHEREAS, the City recognizes the special and unique role of the Agency in making the initial improvements possible and supporting the ongoing maintenance, construction, and enhancements of the Project; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to remove and prevent blight and to redevelop the Urban Core Community Redevelopment Area and to continue the Project undertaken by the Agency; and

WHEREAS City Council and the governing body of the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

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 Resolution No. 24-06; City Council Resolution No. 02-10; City Council Resolution No. 22-10; as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) “Agency Payments” means the periodic payments made by the Agency to the City (or to other persons as directed by the City) from the Park and Public Space Maintenance and Improvement Account pursuant to Section 4.3 hereof.

(2) “Agency's Other Obligations” means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(3) “Available Increment Revenues” means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(4) “Costs of the Project” means, collectively, all costs of electrical and water supply for irrigation of the Landscape Improvement Maintenance Areas, electrical costs to light the Landscape Improvement Maintenance Areas, and all costs for landscape, park and public space enhancement and accessibility improvement maintenance of the Landscape Improvement Maintenance Areas.

(5) “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(6) “Expiration Date” means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(7) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(8) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(9) “Landscape Improvement Maintenance Areas” means the areas to be provided landscape, park and public space enhancement and accessibility improvement maintenance services under this Agreement. These areas include those boundaries which contain the “A” Street Streetscape Improvements located within the Community Redevelopment Area, Belmont-DeVilliers Streetscape Improvements, Belmont-DeVilliers Coyle Street Parking Lot, Henry Wyer Park Improvements, Spring Street Streetscape Improvements, Garden Street Streetscape and Median Improvements, North Palafox Street Streetscape and Median (MLK Plaza) Improvements, Palafox Place Streetscape Improvements, South Palafox Street Streetscape Improvements, Palafox Pier Promenade, Plaza de Luna Improvements, Jefferson Street Streetscape Improvements, Zarragossa Street Streetscape Improvements, Seville Square Improvements, Alcaniz/Romana Streetscape Improvements, Chase/Gregory Streetscape Improvements, Aragon Court Streetscape and Park Improvements, Bayfront Parkway Streetscape Improvements, Wayside Park East Improvements, Wayside Park West Improvements, and properties acquired by the CRA for redevelopment, including 216 North “A” Street, 101 West Main Street, and the 100 Block South 9th Avenue (Hawkshaw) until such time as the ownership or maintenance responsibility of the aforementioned properties is no longer retained by the Agency.

(10) “Project” means those landscape, park and public space enhancement and accessibility improvement maintenance services provided to the Landscape Improvement Maintenance Areas.

(11) “Termination Date” the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.1.

2.2 Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 3: PURPOSE; FINDINGS

3.1. Purpose.

The purpose of this Agreement is to induce, encourage, assist and carry out a portion of the ongoing maintenance activities for certain Landscape Improvement Maintenance Areas and to provide for park and public space enhancements and accessibility improvements constructed and installed through the Agency by providing for the joint and cooperative effort and actions of the City and the Agency to induce, encourage, and carry out such activities by the City; and to establish the duties, responsibilities, and obligations of the Agency and the City in doing so, including the payment of the Costs of the Project from funds available to the City and the Agency. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

3.2 Findings.

The City and the Agency do hereby find that the Costs of the Project protect, preserve, and enhance certain streetscape and park improvements that have been or will be installed and are in the interest of the public health, safety and welfare, furthers a public purpose, and is a proper, legitimate, and needed action to be undertaken by the agencies. The parties further find that the Plan contemplates certain redevelopment actions, including this Project will be carried out within the Community Redevelopment Area.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing a dedicated crew of City employees or contractors to maintain the Landscape Improvement Maintenance Areas identified in Section 2.1(9) and, in consideration of such services, the Agency shall make Agency Payments to the City.

4.2 Project Administration.

The City shall be responsible for and shall oversee the construction, administration, maintenance, and irrigation of the Project, including the payments to third parties for water and electrical utilities and other Project services thereto, and shall account to the Agency for such payments.

ARTICLE 5: REIMBURSEMENT AND PAYMENT

5.1 Reimbursement to the City.

In consideration of the services to be provided in Article 4 by the City, the Agency shall reimburse the City in accordance with Section 163.387(6), Florida Statutes. The annual payment to the City shall be \$247,800 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. Such amount shall be paid from Available Increment Revenues. 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.

5.2. 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 the Agency's Other Obligations and 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 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated Community Redevelopment Agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: TERM, EVENT OF DEFAULT

7.1. Term.

This Agreement shall become effective October 1, 2017 and continue until the later of (i) December 31, 2043, or (ii) termination of the Urban Core Trust Fund.

7.2. 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.

7.3 Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

ARTICLE 8: MISCELLANEOUS

8.1. 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.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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 its, his or their 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.

8.7. 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.

8.8. 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 Section 8.9.

8.9. 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 Section 8.11 hereof, 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.

8.10. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 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.

8.11. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.12. 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.

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