

## **INTERLOCAL AGREEMENT**

### **Management of Community Redevelopment Agency Facilities under City Parking Management System**

This **INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020, 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 2010 ("Urban Core Community Redevelopment Plan" or "Urban Core Plan"), such plan, as revised and amended, subsequently repealed and replaced on January 14, 2010 pursuant to Resolution No. 02-10.

**WHEREAS**, on October 26, 2000, the City Council adopted Ordinance No. 46-00, which delineated the boundaries of the Urban Infill and Redevelopment Area ("UIRA") and Ordinance No. 47-00, which adopted the Urban Infill and Redevelopment Plan ("Eastside Plan"), such plan which has been subsequently amended; and

**WHEREAS**, on October 13, 2005, the City Council adopted Resolution No. 41-05 finding the Eastside Neighborhood Area ("Eastside Area" or "Eastside Urban Infill and Redevelopment Area") of the UIRA 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 January 25, 2007, the City Council adopted Resolution No. 04-07 finding the Westside Neighborhood Area, an area contained within the Pensacola Inner City, to be a "blighted area" as defined in Section 163.340, Florida Statutes, and in need of redevelopment, rehabilitation, conservation and improvement and designating the Westside Neighborhood Community Redevelopment Area ("Westside Area"); and

**WHEREAS**, on May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted and approved a Community Redevelopment Plan for the Westside Area ("Westside Plan"); and

**WHEREAS**, on November 29, 2007, the City and CRA, each independently, entered into interlocal agreements with the Pensacola Downtown Improvement Board ("DIB") for the creation and implementation of a centralized and efficient parking management system ("DIB Parking Management Interlocal Agreements"); 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 Area ("Westside Trust Fund"); 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 May 26, 2020 and May 28, 2020, the CRA and City Council, respectively, elected to terminate the DIB Parking Management Interlocal Agreements effective October 1, 2020, to facilitate the transfer of parking management from the DIB to the City under a unified and city-wide parking management system; and

**WHEREAS**, the Agency has caused to be developed and anticipates that it may cause to be acquired and/or developed in the future, certain improvements to property located within the community redevelopment areas for the provision of parking ("CRA parking facilities"), such improvements as hereinafter described; and

**WHEREAS**, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the Parties elect to enter into an interlocal agreement, setting forth the terms, conditions and responsibilities of a coordinated and collective effort to pursue

management of the CRA parking facilities by the City under the City's unified parking management system; and

**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. CRA PARKING FACILITIES

1.1 Description. The CRA Parking Facilities subject to the terms of this Agreement shall be limited to off-street parking facilities owned, constructed, and/or developed by the Agency, including those developed jointly with the other public or private parties, located within the Urban Core Area, the Eastside Area and/or the Westside Area ("Community Redevelopment Areas").

1.2 Existing Facilities. Existing parking facilities for management under this Agreement shall be as follows, subject to the terms of any other agreement applicable to the facility:

- North Palafox Parking Facility (Palafox and Gregory)
- Belmont-DeVilliers/Coyle Street Parking Facility (Belmont and Coyle)
- 101 West Main Street Parking Facility

The terms of this Agreement shall prevail to the extent that no conflict exists with the terms of any other applicable lease, development, interlocal or similar agreement associated with the facility. Should a conflict exist, the terms of the effective agreement related to the property shall prevail.

1.3 Additions/Removals. Additions to or removal of CRA Parking Facilities covered by this Interlocal Agreement shall be accomplished in the following manner. The CRA Executive Director shall provide the City Administrator with a written notice stating the CRA's intent to add or remove a Parking Facility, and the City Administrator or his or her designee shall respond with acceptance or rejection of the inclusion or deletion within thirty (30) calendar days of the receipt of notice, exclusive of holidays and weekends.

## ARTICLE 2. ROLES AND RESPONSIBILITIES

The Parties shall work cooperatively with one another, and the DIB, to transfer, the authority and responsibility for management of the CRA Parking Facilities to the City under its unified parking management system. The City shall fully assume such authority and responsibility subject to the terms and conditions of this Agreement and to the extent that no conflict exists with the terms of any applicable lease, development, interlocal or similar agreement associated with the facility.

### 2.1 City Responsibilities

- A. Planning and Implementation. The City shall have the authority and responsibility for the overall planning and implementation of its unified parking management system, including the initiation and implementation of parking management and improvement studies, plans, methods and strategies designed to improve the overall efficiency of the parking management system within the City.
- B. Equipment. The City shall have the authority and responsibility for selecting, changing, financing, installing, maintaining, and operating parking control and security equipment and enforcement technologies for the CRA Parking Facilities.
- C. Rates and Schedules. The City shall have the authority and responsibility for setting all parking times, schedules and rates subject to any applicable City policies or procedures.
- D. Enforcement. The City shall have the authority and responsibility for parking enforcement, including loading zone, taxi zone and handicapped parking violations, as permitted under state, local or federal law.
- E. Security. The City shall have authority and responsibility for the development and implementation of a security plan for all CRA Parking Facilities.
- F. Communications and Signage. The City shall have the authority and responsibility for the design, production, distribution, siting, installation and/or maintenance of all communications materials, including all ads, campaigns, print materials, digital materials and social media, and all signage, including directional, informational, promotional, branding and way-finding signage, related to the parking management system.
- G. Cleaning and Maintenance. The City shall have the authority and responsibility for providing litter control, cleaning and day-to-day maintenance services for all CRA Parking Facilities unless otherwise specified in a separate agreement related to the facility.
- H. Personnel. The City shall have the authority and responsibility for setting all parking times, schedules and rates subject to any applicable City policies or procedures.
- I. Special Events. The City shall have the authority and responsibility for the management of the CRA Parking Facilities for use during special events, however, the use of any CRA Parking Facilities for special events shall be coordinated with the CRA Administrator or his or her designee, to ensure no known conflict exists related to the CRA's activities, including any agreement associated with the facility. Satisfaction of any accessibility compliance requirements under the Americans with Disabilities Act (ADA), the Florida

Building Code, or other applicable federal, state or local law, related to the permitted use of the CRA Parking Facilities for special events, shall be the responsibility of the City.

## 2.2 Agency Responsibilities

- A. List of CRA Parking Facilities. The CRA shall maintain a list of the CRA Parking Facilities, including any additions or removals, locations, and any associated leases, development, or interlocal agreements, or similar agreement which may be applicable to the management of such facilities and shall be accessible to the City upon request. Any changes to the CRA Parking Facilities shall be communicated and authorized pursuant to Section 1.3.
- B. Hardscape and Landscape Maintenance. The CRA shall provide regular hardscape and landscape maintenance for all CRA Parking Facilities except such facilities which are maintained by other public or private entities pursuant to a separate agreement.
- C. Coordination with the City. The CRA shall communicate and coordinate with the City regarding all plans for redevelopment, reconstruction, retrofitting, and/or maintenance of the CRA Parking Facilities and/or future plans for acquisition, development, and/or redevelopment of new parking facilities.

## ARTICLE 3: PARKING MANAGEMENT FUND

### 3.1 FUND CREATION AND OPERATION.

The City shall cause to be created a parking management fund ("Fund") to carry out the purposes of this Agreement. The Fund shall be managed by the City subject to the terms and conditions of this agreement.

- A. Fund Management. The Fund shall be separately managed by the City and not commingled with any other accounts of the City or the CRA. Accounting of all revenues derived from CRA Parking Facilities, and related expenditures shall be separated by facility and its related community redevelopment area.
- B. Fund Revenues. All parking management revenues, such as but not limited to, parking receipts and collections, fines and citations, penalties and interest, and applicable lease payments, derived from the CRA Parking Facilities shall be promptly deposited to and reported as revenue of the Fund. However, revenues derived from the sale, redevelopment, or any payment outlined in a lease, development, interlocal or similar agreement associated with the CRA Parking Facilities which has not been assigned to the City shall not be considered parking management revenue for deposit to and/or use from the Fund.

- C. Fund Expenditures. The Fund and all of its net revenue shall be totally earmarked, expended and restricted for use in the City's responsibilities, maintenance, modification, or enhancement of the CRA Parking Facilities, and efficiency improvements to the parking management system, through complete street improvements, including on-street parking, traffic calming, bicycle and pedestrian, and public transportation initiatives, located within the community redevelopment areas.

#### ARTICLE 4: TERM, EVENT OF DEFAULT

##### 4.1. Term.

This Agreement shall become effective and commence immediately upon filing the Clerk of Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes and shall remain in force until the later of (i) September, 30, 2046, or (ii) termination of the Agency.

##### 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.

##### 4.3 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.

##### 4.4. 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 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. 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 4.1.

### 5.3. 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.

### 5.4. 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.

### 5.5. 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.

### 5.6. Members Not Liable.

A. 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.

B. 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.

5.7. 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.

5.8. Notices.

A. 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: City Administrator

B. 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 at 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.



5.9. 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 5.10 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.

5.10. 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 6.10 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.

5.11. 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

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Jared Moore, CRA Chairperson

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Grover C. Robinson, IV, Mayor

Attest:

Attest:

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Ericka L. Burnett, City Clerk

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Ericka L. Burnett, City Clerk

Approved as to Content:

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M. Helen Gibson, CRA Administrator

Approved as to Content:

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Amy Lovoy, Chief Financial Officer

Legal in Form and Valid as Drawn:

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Susan Woolf, City Attorney