

INTERLOCAL AGREEMENT

Implementation of Certain Urban Core Community Redevelopment Plan Activities by
the Pensacola Downtown Improvement Board

This **INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into as of this _____ day of _____ 2020, between **THE COMMUNITY REDEVELOPMENT CRA OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida ("CRA"), and the **PENSACOLA DOWNTOWN IMPROVEMENT BOARD**, a public body corporate and politic of the State of Florida ("DIB"), together referred to as "the Parties".

WITNESSETH:

WHEREAS, in April 1972, the Florida Legislature under Chapter 72-655, as amended, established the DIB to correct commercial blight, preserve property values, encourage economic development, attract commercial and residential re-investment, and beautify downtown Pensacola; and

WHEREAS, on September 28, 1972, the City Council adopted Ordinance No. 47-72, following a public hearing on August 24, 1972, approving and establishing a taxing district in the Downtown Pensacola area commonly known as the "Pensacola Downtown Improvement District" or "DIB Area"; and

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"), an area containing the DIB Area, and finding such to be a "blighted area" as defined in Section 163.340, Florida Statutes, and in need of redevelopment, rehabilitation, conservation 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 March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Redevelopment Trust Fund ("Urban Core Trust Fund") to fund redevelopment activities within the Urban Core Community Redevelopment Area, such contributions including property tax revenues derived from within the DIB area; 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 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, the Parties have a mutual interest in removing and preventing blight, and revitalizing and preserving the Pensacola Downtown Improvement District, such area located within the Urban Core Area, as a visibly attractive, economically viable, and socially desirable area of the City of Pensacola; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the Parties have elected to enter into an interlocal agreement, setting forth the terms, conditions and responsibilities of a coordinated and collective effort, to pursue implementation of the Urban Core Plan, as outlined herein; and

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the Parties agree as follows:

1. Description.

Subject to and conditioned upon first satisfying all funding requirements for such Fiscal Year with respect to debt obligations of the CRA or the City secured by or payable from Tax Increment Revenues, the CRA will annually allocate for payment to the DIB, legally available funds in an amount equal to the tax increment revenues derived from the Pensacola Downtown Improvement Taxing District ad valorem tax levy within the DIB Area during the most recent tax year, less \$100,000, which shall be retained by the CRA for implementation of affordable housing initiatives. The use of such funds shall be allocated for economic development, marketing, public realm enhancement and beautification, community policing innovations and to support multi-modal enhancement of Downtown Pensacola, pursuant to the Urban Core Plan, as amended, an annual work plan, as described in Section 2 herein, and any applicable state law. Funded projects shall be consistent and compatible with the long-term goals and objectives of the CRA, and the development and implementation of such projects shall be closely coordinated with the CRA, its’ staff and City of Pensacola officials.

2. Annual Work Plan & Reporting

2.1 Tentative Work Plan. No later than September 15 of each year, the DIB shall submit to the CRA Administrator, a tentative work plan for the fiscal year beginning October 1st of the following calendar year (i.e. a tentative work plan submitted on September 15, 2020 shall reflect the plan of work for the 2022 fiscal year, beginning on October 1, 2021). Such projects contained within the tentative work plan shall be presented to the City of Pensacola Urban Core Redevelopment Board (UCRB) during its October meeting for input.

2.2 Proposed Work Plan. Following the meeting of the UCRB, the DIB shall prepare a proposed work plan for the subject fiscal year. Authorized representatives of the DIB and CRA shall meet to review the proposed work plan during its development, and the DIB shall submit a final proposal to the CRA Administrator no later than June 15. The DIB shall present such proposal to the CRA during its July meeting, each year, for approval and incorporation into the City budget.

2.3 Report of Accomplishments and Activities. The DIB shall provide an annual report of its accomplishments and activities to the CRA during its July meeting each year. The DIB shall also provide regular project briefings to CRA staff and City of Pensacola officials throughout the year to ensure officials remain up-to-date on projects and activities undertaken pursuant to this Agreement.

Temporary modification of timelines and deadlines described in this Section may be authorized by the CRA Administrator due to changes in budget schedules, board meetings, or similar causes. However, permanent modifications shall require amendment of this Agreement pursuant to Section 9 herein.

3. Representations and Warranties of the CRA.

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

3.1 The CRA is an 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.

3.2 This Agreement and each document contemplated hereby to which the CRA 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 CRA 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 CRA 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 CRA, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the CRA's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the CRA is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the CRA outstanding on the Effective Date.

3.3 This Agreement and each document contemplated hereby to which the CRA is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the CRA 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.

3.4 There are no pending or, to the knowledge of the CRA, threatened actions or proceedings before any court or administrative agency against the CRA, which question the existence of the CRA, 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 CRA.

3.5 This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the CRA.

4. Representations and Warranties of the DIB.

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

4.1 The DIB is an 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.

4.2 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.

4.3 This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the DIB 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.

4.4 There are no pending or, to the knowledge of the DIB, 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.

4.5 This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the DIB.

5. Term.

This Agreement shall become effective and commence immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes and shall remain in force for a period of five (5) years, with an option for one (1) five-year extension upon mutual consent of the Parties, unless otherwise terminated pursuant to Section 6 or 5.1. The CRA shall be responsible for filing this Agreement with the Clerk of the Court as aforementioned in this Section.

Upon termination of this Agreement, the DIB shall transfer to the CRA copies of any documents, data, and information requested by the CRA relating to the services accomplished herein.

If at the time of termination, unsatisfied financial commitments for services or goods pertaining to projects approved by the CRA under this Agreement remain, the DIB shall be authorized to provide payment from the funding committed under this Agreement, and appropriated to the DIB budget, as of the date of termination. In such case, the Parties' respective obligations shall be suspended; however, the CRA shall cooperate with the DIB and make such funds available from the Trust Fund to satisfy any obligations reasonably undertaken by the DIB in pursuit of the objectives of this Agreement.

5.1. Termination for Convenience. The Parties may terminate this Agreement without cause upon ninety (90) days prior written notice.

6. Event 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.

7. Obligations, Rights and Remedies Not Exclusive.

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

8. 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.

9. Amendments.

This Agreement may be amended by the mutual written agreement of the 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.

10. This Agreement Constitutes a Contract.

The 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 5.

11. 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 consent of both Parties.

12. 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.

13. 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.

14. Members Not Liable.

All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the DIB and the CRA, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

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 CRA, the City of Pensacola or the DIB in its, his or their individual capacity, and neither the members of the governing body of the CRA, or the DIB 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 DIB or the CRA of this Agreement or any act pertaining hereto or contemplated hereby.

15. 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.

16. Notices.

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
City of Pensacola
Community Redevelopment Agency
222 West Main Street
Pensacola, Florida 32502

To the DIB
Pensacola
Downtown Improvement Board
226 South Palafox Street, Suite 106
Pensacola, Florida 32502

Attention: CRA Administrator

Attention: DIB Executive Director

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.

17. 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 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.

18. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the CRA and the DIB and the execution hereof by the duly qualified and authorized officers of each of the Parties hereto as provided in Section 17 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.

19. DIB and CRA Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, to impose any obligation upon the DIB or the CRA except to the extent expressly assumed by the DIB or the CRA, respectively.

20.

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

PENSACOLA DOWNTOWN

AGENCY OF THE CITY OF
PENSACOLA, FLORIDA

IMPROVEMENT BOARD

Jared Moore, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

M. Helen Gibson, CRA Administrator

Legal in Form and Valid as Drawn:

Susan Woolf, City Attorney

Michael Carro, DIB Chairperson

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Lissa Dees, DIB Executive Director