

INTERLOCAL AGREEMENT

Implementation of Housing Initiatives

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 has designated three areas within the City limits as community redevelopment areas, to wit: the Urban Core Community Redevelopment Area (“Urban Core CRA”), the Eastside Community Redevelopment Area (“Eastside CRA”), and the Westside Community Redevelopment Area (“Westside CRA”); and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, in all such means and manner as will promote the rehabilitation and redevelopment of the Urban Core CRA, Eastside CRA, and Westside CRA, benefit the local economy, and be of substantial benefit to the Agency and the City, are willing to jointly undertake affordable housing initiatives within the community redevelopment areas; and

WHEREAS, the Parties have a mutual interest in fostering a diverse mix of housing options, including affordable, workforce, and mixed income housing, within the Urban Core CRA, the Eastside CRA, and the Westside CRA to achieve the goals and objectives outlined in the respective redevelopment area plans; 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 for the implementation of housing initiatives and thereby maximize the resources available to the City and Agency for advancing the redevelopment, rehabilitation and improvement of the Urban Core CRA, the Eastside CRA and the Westside CRA, respectively; and

WHEREAS, the City Council and the governing body of the Agency have determined that the provision of such staff and administrative support will result in efficient public administration for both parties with respect to short- and long-term planning and cost-effective advancement of the redevelopment objectives described in the plans, and that compensation and payment to the City in exchange for the staff and administrative support provided to the Agency is an appropriate expenditure to accomplish such objectives; 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

affordable housing initiatives in the Urban Core CRA, the Eastside CRA and the Westside CRA, as outlined herein.

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 PURPOSE

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. Purpose. The purpose of this Agreement is to establish the responsibilities of the Agency and the City for the employment and utilization of personnel for affordable housing initiatives program activities within the Urban Core CRA, Eastside CRA, and Westside CRA.

ARTICLE 2: RESPONSIBILITIES OF THE CITY

2.1. Services. 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 housing administration functions as described hereinafter, in the discretion of the City, for the implementation of the Plans by the Agency, and administrative services related to those plans for the implementation of housing initiatives. 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. Personnel. The City shall assign personnel to provide housing initiatives services, which shall include, but not be limited to, management, coordination, and facilitation of rehabilitation programs and affordable, workforce, mixed use, and mixed income projects and strategies, within the Urban Core CRA, Westside CRA, and Eastside CRA. The City shall assign staff, who shall manage the implementation of the housing initiatives services, and work closely with stakeholders to implement innovative and effective housing strategies. Any additional personnel assigned to the Agency to provide such services under this Agreement shall require the consent of the Agency by an affirmative vote of a majority of Agency Board members. Assigned employees shall work under the direction and supervision of the Mayor. In the performance of their duties, assigned personnel will receive direction from the City or by formal CRA action. Personnel assigned by the City shall be employees of the City, subject to policies and procedures of the City, and not officers, employees, or agents of the Agency. As of the date of this Agreement, the Parties anticipate the following positions to be filled and assigned to the housing initiatives program: Program Manager. Additional positions for the housing initiatives program may be filled in the future and will be subject to this Agreement. Approximately fifty percent (50%) of the program staff's work hours, and in any event no less than forty-five percent (45%) and no more than fifty-five percent (55%) of the program staff's work hours, shall be dedicated to affordable housing projects within the Urban Core, Eastside, and Westside Community Redevelopment Areas.

2.3. Title and Contracting. Nothing in this Article shall be construed to prevent the City and the Agency from agreeing that any asset or contract used or useful in the Agency's community redevelopment efforts and acquired or funded in whole or in part by the Agency shall be acquired and permanently or temporarily owned by the City or shall be held and performed by the City for the benefit of Agency.

2.4 Reporting. The City shall provide in writing to the Agency a detailed annual report of all affordable housing activities conducted and projects undertaken by the program manager and other personnel with respect to housing initiatives services. Said report shall contain information and be in a format mutually agreed upon by the Parties and shall be submitted to the Agency by November 1 each year. Upon termination of this Agreement, the City shall transfer to the Agency copies of any documents, data, and information requested in writing by the Agency relating to the services accomplished herein.

ARTICLE 3: RESPONSIBILITIES OF THE COMMUNITY REDEVELOPMENT AGENCY

3.1 Compensation and Reimbursement to the City. In consideration of the services to be provided in Article 2 by the City, the Agency shall compensate and/or reimburse the City in accordance with Section 163.387(6), Florida Statutes. The annual payment to the City by the Agency shall be 50% of the compensation, including salary and benefits, of the assigned personnel authorized under Article 2 for each fiscal year beginning October 1, 2020. 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/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 on October 1, 2020, and remain in force for a period of five (5) years, with an option for two (2) five-year extensions upon mutual consent of the Parties.

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.

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, 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

(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, or 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

Jared Moore, CRA Chairperson

Grover C. Robinson, IV, 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

Amy Lovoy, Chief Financial Officer

Legal in Form and Valid as Drawn:

Susan A. Woolf, City Attorney