

INTERLOCAL AGREEMENT

BETWEEN ESCAMBIA CHILDREN'S TRUST AND ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FOR FUNDING THE SUMMER YOUTH EMPLOYMENT PROGRAM

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between:

1. **ESCAMBIA CHILDREN'S TRUST**, an independent special district of Escambia County, Florida, created pursuant to Section 125.901, Florida Statutes, hereinafter referred to as the "**Trust**"; and
2. **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**, the governing body of Escambia County, Florida, hereinafter referred to as the "**County**".

WHEREAS, the Trust was established to provide dedicated funding for children's services within Escambia County; and

WHEREAS, pursuant to Section 163.387, Florida Statutes, the Trust is currently required to contribute tax increment revenues (TIF) to the County's Community Redevelopment Agencies (CRAs); and

WHEREAS, the Trust's statutory mandate is to fund programs and services that directly benefit children, and the use of its tax increment revenues for CRA infrastructure projects does not align with its mission; and

WHEREAS, the County administers a **Summer Youth Employment Program** that provides valuable workforce development opportunities for young people, directly benefiting the community's youth; and

WHEREAS, both parties recognize that funding the Summer Youth Employment Program serves the public interest by enhancing employment opportunities and skill development for young residents of Escambia County; and

WHEREAS, pursuant to Section 163.387, Florida Statutes, the County may exempt the Trust from contribution of TIF funds to the CRAs and enter into an interlocal agreement directing use of the funds for children's services; and

WHEREAS, the County and the Trust desire to enter into this Agreement to ensure that funds are utilized in a manner consistent with the Trust's purpose while relieving the Trust of the obligation to contribute TIF funds to the CRAs.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. PURPOSE

This Agreement establishes a cooperative funding arrangement whereby the Trust will fund the County's **Summer Youth Employment Program** in lieu of making TIF contributions to the CRAs, ensuring that these funds directly support services benefiting children and youth in Escambia County.

2. TRUST FUNDING COMMITMENT

- a. For the 2024 tax year, the Trust shall allocate and disburse funds in an amount equivalent to the TIF contribution it would have otherwise been required to pay to the County's CRAs.
- b. The Trust's funds shall be directed exclusively to the County's **Summer Youth Employment Program** or another County-administered program that directly benefits children, as mutually agreed upon by both parties.
- c. The funds shall not be used for administrative overhead unrelated to program delivery, infrastructure, or any purpose inconsistent with the Trust's mission.

3. COUNTY OBLIGATIONS

- a. The County shall administer the **Summer Youth Employment Program**, ensuring that funds are used solely for providing employment opportunities and skill development for youth.
- b. The County shall provide the Trust with quarterly reports detailing program expenditures, participant data, and outcomes.
- c. The County shall collaborate with the Trust to ensure alignment with the Trust's mission and objectives.

4. TERM AND TERMINATION

- a. This Agreement shall be effective upon execution and remain in force for the 2025 tax year.
- b. The Agreement may be renewed, amended, or terminated by mutual written consent of both parties.
- c. In the event of a material breach, either party may terminate the Agreement upon thirty (30) days' written notice.

5. GENERAL PROVISIONS

- a. **Compliance with Laws** – Both parties shall comply with all applicable federal, state, and local laws in the implementation of this Agreement.
- b. **No Third-Party Beneficiaries** – This Agreement is solely between the Trust and the County and does not create any rights or benefits for third parties.
- c. **Entire Agreement** – This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements related to the subject matter herein.
- d. **Governing Law** – This Agreement shall be governed by the laws of the State of Florida.
- e. **Severability** – If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

f. **Notices** – All notices, including changes in the following addresses, required to be given pursuant to this Agreement shall be given by mail, certified or registered, and return receipt requested, or by personal delivery, evidenced by a receipt signed by the recipient of such personal delivery, and shall be effective when deposited in the mail.

If to the Trust, address to the Executive Director of the ESCAMBIA CHILDREN’S TRUST, 1000 College Blvd., building 26, Second Floor, Pensacola, Florida, 32504.

If to the County, address to the Director of Neighborhood and Human Services, Escambia County, 221 Palafox Place, Pensacola, Florida 32502.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Lindsey Cannon, Executive Director
Escambia Children’s Trust

Wes Moreno, County Administrator
Board of County Commissioners,
Escambia County, Florida

Date

Date

Dr. Rex Northrup, M.D., ECT Chair

Mike Kohler, Chair, Board of County
Commissioners

Date

Date

Approved for legal sufficiency:

Attest:

ECT Attorney

Clerk

Date: _____

Approved for legal sufficiency:

County Attorney

_____, Neighborhood
and Human Services Director
Date: _____