

**INTERLOCAL AGREEMENT BETWEEN  
ESCAMBIA CHILDREN’S TRUST AND THE CITY OF PENSACOLA, FLORIDA  
RELATING TO TAX INCREMENT FINANCING REVENUES  
PURSUANT TO 163.387, FLORIDA STATUTES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered by and between the **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 the **CITY OF PENSACOLA**, a Florida municipal corporation, hereinafter referred to as the “**City**.”

**RECITALS:**

**WHEREAS**, the Trust was established in 2020 to provide dedicated funding specifically for investing in the well-being of children within Escambia County, Florida;

**WHEREAS**, pursuant to Section 163.387, Florida Statutes, the Trust is, and since its inception has been, required to make annual TIF Contributions (defined below) to the Community Redevelopment Agency of the City of Pensacola’s (“**CRA**”) Redevelopment Trust Funds;

**WHEREAS**, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969), enables local governmental entities to efficiently exercise their respective powers through mutual cooperation, ensuring optimal service delivery and resource utilization tailored to the unique geographic, economic, and demographic needs of their communities; and

**WHEREAS**, pursuant to Section 163.387, Florida Statutes, the City is authorized to exempt the Trust from making TIF Contributions by entering into an interlocal agreement; and

**WHEREAS**, the Trust submitted a written application to the City on or about July 23, 2025, and supplemented on November 26, 2025 (collectively, the “**Application**”), requesting, among other things, that the City (a) exempt the Trust from making TIF Contributions to the CRA Redevelopment Trust Funds for certain tax years; and (b) waive penalties and interest due in relation to such TIF Contributions, as permitted under Section 163.387(2)(a), Florida Statutes; and

**WHEREAS**, the City has reviewed the Application, considered the factors required under Section 163.387(2)(d)(2), Florida Statutes, and conducted a duly noticed public hearing regarding the Application on \_\_\_\_\_, as required under Section 163.387(2)(d)(3), Florida Statutes.

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

1. **RECITALS.** The forgoing recitals are true and correct and made a part hereof by this reference.

2. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the City will grant an exemption to the Trust pursuant to Section 163.387(2)(d), Florida Statutes. Specifically, and subject to the terms and conditions of this Agreement, the City shall grant a retroactive exemption for tax years 2021-2025.

3. **EFFECTIVE DATE.** This Agreement, after being properly executed by the parties hereto, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for filing this document upon receipt of the executed Agreement from the Trust.

4. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Agreement. No other agreements regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

5. **DEFINITIONS.** For the purpose of this Agreement, the following terms shall be defined follows:

*Interlocal Agreement Payment:* Payment made by the Trust to the City under the terms of this Agreement.

*Tax Increment Financing (TIF) Contribution(s):* Payments derived from the incremental increase in property tax revenues within a designated redevelopment area, as outlined in Section 163.387, Florida Statutes.

6. **THE CITY'S OBLIGATIONS**

- a. Subject to the terms and conditions of this Agreement and pursuant to Section 163.387(2)(d)(1), Florida Statutes, the City hereby grants an exemption to the Trust from its obligation to make TIF Contributions to the CRA Redevelopment Trust Funds for tax years 2021- 2025.
- b. Subject to the terms and conditions of this Agreement, the City hereby waives all penalties and interest due in relation to TIF Contributions for tax years 2021-2025.
- c. The City shall utilize the Interlocal Agreement Payment received pursuant to this Agreement in furtherance of educational, health, preventive, developmental, treatment, intervention, and rehabilitative services for children aged 0-18 within the City of Pensacola through provision of direct services, funding and/or cooperative agreements (“**Children’s Services**”). Such Children’s Services include, but are not limited to, the following:
  1. To provide and maintain in the City such educational, health, preventive, developmental, treatment, intervention, and rehabilitative services for children, including supplies and equipment related to the provision of such services, as the City determines are needed related to childcare and early childhood development.

2. To provide such other programs for childcare services as the City determines are needed.
  3. To allocate and provide funds for other agencies in the City of Pensacola which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system, for the purpose of providing services for children.
  4. To collect information and statistical data, and, to the extent permitted by applicable law, share such information with the Trust for the Trust to conduct research which will be helpful to the Trust and the City in deciding the needs of children in the City of Pensacola.
  5. To consult and coordinate with other agencies dedicated to the welfare of children with the goal of preventing unnecessary duplication of services.
  6. To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.
- d. The City shall provide the Trust quarterly reports detailing the expenditure of the Interlocal Agreement Payment during the preceding quarter and continue until such funds are exhausted, such reports to include reasonable and mutually agreed upon participant data and outcomes.

7. **TRUST'S OBLIGATIONS.** The Trust shall deliver an Interlocal Agreement Payment to the City in the amount of \$1,851,333.70 on or before March 31, 2026. Such Interlocal Agreement Payment represents the amount of (a) the TIF Contributions the Trust would have otherwise been obliged to pay for tax years 2021-2025, not including interest and penalties, to the CRA Redevelopment Trust Funds if the Trust had not been granted this exemption, less (b) \$537,679.30.

#### 8. **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 City and does not create any rights or benefits for third parties.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.
- d. **Venue.** Any litigation commenced relating to this Agreement shall be in Escambia County, 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 which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (1) when delivered by personal delivery, or (2) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

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 City, address to the City Administrator, CITY OF PENSACOLA, 222 W. Main Street, Pensacola, Florida 32502.

- g. **Amendments.** This Agreement may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed by both parties.
- h. **Waiver.** No express or implied consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder, shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such hereunder. Failure on the part of either party to complain of any act of the other in default, irrespective of how long such failure continues, shall not constitute a waiver of a party's rights hereunder.
- i. **Preparation.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- j. **Sovereign Immunity.** This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the City or the Trust under the laws or Constitution of the State of Florida. This Agreement shall not be construed as granting or extending the sovereign immunity to which either party may be entitled to any other third-party.
- k. **Grant Agreement.** City and Trust are parties to that certain cost-reimbursement Agreement for the term commencing on March 1, 2025, and extending through May 31, 2026 (the "**Grant Agreement**"). For avoidance of doubt, the Grant Agreement is and remains in full force and effect according to its terms and nothing in this Agreement serves to amend, modify or impair the parties' rights and obligations under the Grant Agreement. Nothing in this Agreement shall prohibit, impair or otherwise modify the City's ability to apply for and/or receive future grant funding from the Trust in accordance with applicable law.
- l. **TIF Contributions for Future Tax Years.** Nothing in this Agreement shall prohibit, impair, or otherwise modify the Trust's ability to seek an exemption from the City for TIF Contributions for future tax years in accordance with Section 163.387(2)(d), Florida

Statutes, or the City's discretion to grant or deny any such exemption request pursuant to that same section or other applicable law.

- m. **Records.** The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by either party hereto will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The parties shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to such party.

[A separate signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

**CITY OF PENSACOLA**, a Florida municipal corporation

By: \_\_\_\_\_  
DC Reeves, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Ericka Burnett, City Clerk

**Approved as to substance:**

\_\_\_\_\_  
Theresa Cserep, Education and Youth Programs Officer

**Approved as to form:**

\_\_\_\_\_  
Adam C. Cobb, City Attorney

**ESCAMBIA CHILDREN’S TRUST**

\_\_\_\_\_  
Dr. Rex Northup, M.D., Chair

Date: \_\_\_\_\_

Approved for legal sufficiency:

\_\_\_\_\_  
Attorney for the Trust

*Interlocal Agreement – signature page*