INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND
ESCAMBIA COUNTY, FLORIDA
REGARDING THE FUTURE OF THE PENSACOLA BAY CENTER SITE

This **INTERLOCAL AGREEMENT** ("IA") is made and entered into between the CITY OF PENSACOLA, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Pensacola Bay Center is a longstanding public entertainment, event, meeting, and assembly venue serving residents and visitors in Escambia County and the City of Pensacola, with arena, exhibition, and meeting space that supports a wide variety of activities;

WHEREAS, the Pensacola Bay Center is situated upon property that is leased and subleased to Escambia County by and through the City of Pensacola subject to the terms and conditions as stated in that certain lease agreement dated October 26, 1982 (the "Lease");

WHEREAS, pursuant to Fla. Stat. 163.01(2), local government units are permitted to enter into interlocal agreements to enable them to "cooperate with other localities on a basis of mutual advantage…";

WHEREAS, the City and County recognize the important public and economic role of the Pensacola Bay Center and desire to work cooperatively to evaluate and advance a shared vision for the future of the Bay Center site and the adjacent City-owned parking parcel;

WHEREAS, on April 16, 2026, the Escambia County Board of County Commissioners, the Pensacola City Council, and the Mayor of the City of Pensacola convened a joint public workshop at the Pensacola Bay Center for the purpose of discussing the future of the Bay Center site;

WHEREAS, through those discussions, the Parties identified a conceptual joint effort focused on shaping the future of the Pensacola Bay Center campus in a manner that promotes long-term public benefit, community value, and project viability;

WHEREAS, the Parties desire to memorialize their shared commitment to continue working together in good faith, through designated staff liaisons, to coordinate planning, communications, and potential next steps related to this conceptual effort;

WHEREAS, the Parties further desire to communicate to the public, stakeholders, and potential investors that the City and County are aligned in pursuing a coordinated and thoughtful approach to the future of the Pensacola Bay Center site and related opportunities that support its long-term success; and

WHEREAS, the Parties acknowledge that this IA is intended to reflect present cooperation and shared direction, but that any final project approvals, procurements, funding commitments, and binding obligations remain subject to further analysis and formal approval by the respective governing bodies of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS; PURPOSE OF IA

1.1. Recitals. The recitals contained in the preamble of this IA are declared to be true and correct and are hereby incorporated into this IA.

1.2. Purpose. The purpose of this IA is to memorialize the Parties' shared intent to work cooperatively and in good faith toward a coordinated vision for the future of the Pensacola Bay Center site and the adjacent City-owned parking parcel. Through this IA, the Parties seek to demonstrate their mutual commitment to collaboration and deliberate planning as they evaluate opportunities to enhance the Bay Center and surrounding area for the benefit of the community.

SECTION 2. SHARED CONCEPTUAL GOALS

The Parties acknowledge that, based on recent joint discussions, they share a conceptual goal of exploring and advancing a coordinated public project that may include the following components:

a. Renovations and improvements to the Pensacola Bay Center;
b. Development of a second multipurpose or flexible event facility;
c. Identification and development of an appropriate parking solution to support such facilities; and

d. Consideration of an additional hospitality component, such as a hotel located on or near the project site, as a matter for further study, discussion, or potential solicitation-related inquiry.

Notwithstanding the foregoing, unless expressly provided in a subsequent written agreement approved by the applicable governing body or bodies, any hospitality component referenced in subsection (d) is not included within the scope of the publicly funded project contemplated by this IA.

SECTION 3. NATURE OF UNDERSTANDING

This IA is intended to reflect the Parties' present, good-faith intention to collaborate on the conceptual planning and advancement of the project described herein. This IA does not constitute a final approval of any specific project, site plan, design, budget, funding commitment, or development agreement. Reference in this IA to a hospitality component is intended solely to acknowledge a matter for possible future discussion or study and does not constitute agreement by either Party to include such component in the publicly funded project. The Parties understand that additional analysis, public engagement, due diligence, funding review, and formal action by the applicable governing bodies may be required before any binding commitments are made.

SECTION 4. COOPERATION AND COORDINATION

The Parties agree to work together in good faith to evaluate the feasibility, scope, timing, and implementation strategy for the publicly funded project components identified in this IA, while also allowing for further discussion or study of any separate hospitality component referenced in Section 2(d). Such cooperation may include, without limitation:

a. Sharing relevant information and coordinating communications;
b. Participating in joint planning discussions and staff-level meetings;
c. Evaluating project components, public infrastructure needs, and operational considerations;
d. Coordinating with advisors, consultants, and other stakeholders as appropriate; and
e. Working toward a unified and strategic approach that supports long-term public benefit.

SECTION 5. DESIGNATION OF STAFF LIAISONS

Each Party shall designate one or more staff members to serve as its primary liaison(s) for matters related to this IA and the conceptual joint effort described herein. The staff liaisons shall serve as administrative points of contact between the Parties for purposes of facilitating communication, maintaining continuity, and helping ensure that the joint effort continues to move forward in an organized and timely manner.

The staff liaisons may coordinate scheduling, transmit information and materials between the Parties, and assist in identifying matters that may require consideration by the appropriate officials or governing bodies of the respective Parties. The designation of staff liaisons under this section is intended solely to promote efficient intergovernmental communication and administrative coordination and shall not be construed as creating a board, commission, committee, or other decision-making body, or as delegating authority to take official action on behalf of either Party.

SECTION 6. IMPROVEMENT PROCESS

Subject to Section 6 of the Lease, the City maintains the authority to approve any improvements made to the premises subject to the terms and conditions of the Lease, to include, without limitation, the existing Pensacola Bay Center. The Parties agree and acknowledge that the Lease remains controlling and the Parties do not intend for the IA to modify the terms and conditions of the Lease.

The Parties acknowledge their current intent that the County will, in consultation and cooperation with the City, take the lead in any procurement process undertaken in furtherance of the publicly funded project components addressed by this IA. Any hospitality component referenced in Section 2(d) may be addressed, if at all, through a separate study, solicitation, or agreement approved by the applicable governing body or bodies.

In connection with any such procurement process for the publicly funded project components addressed in Section 2(a) through (c) of this IA, the City shall maintain prior written approval authority pursuant to Section 6 of the Lease.

SECTION 7. FUNDING AND FINANCIAL COMMITMENTS

This IA does not create any present financial obligation on the part of either Party. Any future funding commitment, capital contribution, cost-sharing arrangement, or operational obligation shall be subject to further negotiation and approval by the governing body of the applicable Party, and, where required, memorialized in a separate written agreement.

SECTION 8. TERM AND TERMINATION

This IA shall become effective on the date of the last signature below and shall remain in effect for an initial term of one (1) year. Thereafter, this IA shall automatically renew for successive one (1) year terms; however, either Party may terminate this IA at any time, with or without cause, upon thirty (30) days' written notice to the other Party.

SECTION 9. AMENDMENT

This IA may be amended only by a written instrument executed by both Parties.

SECTION 10. NO WAIVER

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this IA.

SECTION 11. PUBLIC RECORDS

The Parties acknowledge that this IA and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

SECTION 12. COUNTERPARTS

This IA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this IA as of the dates written below.

[Signature pages follow.]

COUNTY:

ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: ________________________________

Ashlee Hofberger, Chair

Date: ____________________________

BOCC Approved: ____________________

ATTEST: Pam Childers
Clerk of the Circuit Court

By: ____________________________
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency:

____

County Attorney

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CITY:

CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By:

____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Date signed: ______________________

Attest:

____
Ericka L. Burnett, City Clerk

Approved as to content:

____
Department Director

Legal in form and execution:

____
City Attorney

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