

**INTERLOCAL AGREEMENT BETWEEN WEST FLORIDA  
HISTORIC PRESERVATION, INC. AND THE CITY OF  
PENSACOLA**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida (WFHPI") with administrative offices at 120 E. Church Street, Pensacola, Florida 32502 and the City of Pensacola, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

**WITNESSETH:**

**WHEREAS** the parties have legal authority to perform certain public works within their respective jurisdictions; and

**WHEREAS**, WFHPI is established as a direct support organization of the University of West Florida per Section 267.173, Florida Statutes and per that certain operating agreement dated July 1, 2001 between WFHPI and the University of West Florida as renewed and amended, which establishes WFHPI as a public agency under Section 163.01, Florida Statutes for the purposes of this Agreement; and

**WHEREAS** the parties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS** the parties desire to establish the terms under which the City of Pensacola shall assume managerial responsibility and authority for certain WFHPI Parking Facilities, as defined below, located in downtown Pensacola; and

**WHEREAS** the Parties desire that this Agreement be effective on Nov. 1, 2020.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1**  
**PURPOSE**

This Agreement hereby establishes the terms relating to managerial responsibility and authority for certain aspects of WFHPI Parking Facilities, as defined below, located in downtown Pensacola.

**Article 2**

## **WFHPI PARKING FACILITIES**

- 2.1** The WFHPI Parking Facilities subject to the terms of this agreement are the 37 parking spaces located at the southwest corner Tarragona Street and Government Street in Pensacola Florida as depicted in attached Exhibit A.

### **Article 3**

#### **CITY OF PENSACOLA RESPONSIBILITIES**

- 3.1** City Parking management of the WFHPI Parking Facilities shall commence on November 1, 2020
- 3.2** Equipment. The City of Pensacola shall have authority and responsibility for selecting, changing, financing, installing, maintain, and operating parking control enforcement technologies for the WFHPI Parking Facilities and other equipment as needed in the sole discretion of the City of Pensacola. All expenses for equipment related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.3** Planning/Rates/Procedures. The City of Pensacola Shall have authority and responsibility for all parking planning, modification, and implementation, including parking and loading configurations, parking times and schedules , parking rates, time- restricted free parking, security , maintenance , use for special events, special event parking rates, and marketing to encourage use of the WFHPI Parking Facilities. All expenses for planning/rates/procedures related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.4** Signage. The City of Pensacola shall have the authority and responsibility to select, site and install parking, directional, parking informational, parking banding, parking promotional, and way-finding signage so long as such signage conforms with all applicable governmental regulations, including municipal ordinances and regulations. All signage expenses related to the management of WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.5** Personnel. The City of Pensacola shall have the authority and responsibility to employ personnel and/or third-party contractors to perform management activities under this Agreement. All personal and third-party contractors shall comply with applicable municipal ordinances, state laws and regulations. The City of Pensacola shall employ personnel as it deems appropriate. All expenses such personnel and third-party contractors related to the management of WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.6** Parking Enforcement. As permitted under state law, the City of Pensacola shall be authorized to employ third-party contractors to provide personnel that

meet all state statutory requirements for the carrying out of parking enforcement duties in the WFHPI Parking Facilities. All expenses for parking enforcement related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.

- 3.7** ADA Compliance. The parties recognize and agree that certain special events, e.g., festivals, concerts and other public functions must provide accessible parking for disabled individuals. The City of Pensacola shall be responsible for providing accessible parking to the disabled as required by the Americans With Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. All expenses for providing accessible parking to the disabled as required by the Americans With Disabilities Act (ADA) and Chapter 11 of the Florida Building Code related to the management of the WFHPI Parking Facilities shall be, at the sole discretion of the City of Pensacola, charges against the WFHPI Parking Fund described below.
- 3.8** Report. On or before April 1 of each year the City of Pensacola shall prepare and submit a written report to WFHPI for the previous year ending September 30 with the following information:
- 3.8.1** A status report on the state of the WFHPI Parking Facilities.
  - 3.8.2** A statement of significant changes in the WFHPI Parking Facilities since the previous year's report.
  - 3.8.3** A report on the detectable trends in the use of the WFHPI Parking Facilities since the previous year's report.
  - 3.8.4** A statement of projected changes in the WFHPI Parking Facilities for the upcoming year.
  - 3.8.5** A statement of all new expenses incurred by the City of Pensacola for the management of the WFHPI Parking Facilities since the previous year's report.
  - 3.8.6** A statement of revenues and expenses for the City of Pensacola management of the WFHPI Parking Facilities for the previous year; and,
  - 3.8.7** Such other information as the WFHPI may reasonably and timely request in writing to be included in the report.
  - 3.8.8** All expenses for preparing the above report related to the management of the WFHPI Parking Facilities shall be the responsibility of the City.
- 3.9** The City of Pensacola will offer the following services and amenities:

- 3.9.1 Parking rates shall remain consistent for monthly pass holders.
- 3.9.2 Daily parking rates remain comparable to the City of Pensacola daily parking rates.
- 3.9.3 There is no charge for parking on Sunday
- 3.9.4 There will be a mobile application fee of \$0.16 per session, not per transaction on the mobile application.
- 3.9.5 Friendly and highly trained on-street City of Pensacola Staff or contractors.
- 3.9.6 Local customer service.
- 3.9.7 Minimal community impact.
- 3.9.8 No booting or towing of vehicles.
- 3.9.9 Available for the University of West Florida for reserve parking for special events.
- 3.9.10 Fifty hangtags for WFHPI for use by UWF personnel to be provided by The City of Pensacola annually.
- 3.9.11 Daily cleaning, monitoring, repairs, maintenance, signage and safety.
- 3.9.12 The City of Pensacola's share of the net positive revenue as set forth in Section 4.2.3 herein shall be reinvested into the maintenance of the WFHPI Parking Facilities, employing local staff and improving parking within the City.
- 3.9.13

#### **Article 4**

#### **THE WFHPI PARKING FUND**

- 4.1 Creation. The City of Pensacola shall cause to be created a WFHPI Parking Facilities accounts(s) to carry out the purposes of this Agreement ("WFHPI Parking Fund").
- 4.2 Operation. The WFHPI Parking Fund shall be managed by the City of Pensacola as follows:
  - 4.2.1 The WFHPI Parking Fund shall be maintained by the City of Pensacola. All revenues derived by the City of Pensacola from paid monthly permit parking in the WFHPI Parking Facilities shall be promptly deposited to and reported as revenue of the WFHPI Parking

Fund ("Income"). Any and all revenue from special event parking and from parking citations shall belong solely to the City of Pensacola.

**4.2.2** Except as otherwise provided herein, all expenses incurred by the City of Pensacola related to the management of the WFHPI Parking Facilities under this Agreement shall be paid from the WFHPI Parking Fund. It is anticipated that such expenses shall include but not be limited to the following:

**4.2.2.1** Signage - including actual signs, posts, mounting hardware, and labor (including concrete work).

**4.2.2.2** Insurance - incurred monthly on a per space basis.

**4.2.2.3** Monthly Parking Enforcement Labor - a percentage of the City of Pensacola's total monthly parking enforcement labor costs based on the number of enforcement hours devoted exclusively to WFHPI Parking Facilities divided by the total number of enforcement hours devoted to all parking facilities managed by the City of Pensacola.

**4.2.2.4** Equipment - pay stations, pay boxes, all automation equipment (gate arms, electronic loops), lighting equipment and electrical utility expense (including but not limited to light fixtures, bulbs, light posts, mounting hardware, and labor).

**4.2.2.5** Advertising - twelve percent (12%) of the City of Pensacola's total annual Parking Management advertising cost. (See Attachment 'B' - annual budget)

**4.2.2.6** Cleaning - twelve percent (12%) of the City of Pensacola's total Parking annual cleaning cost.

**4.2.2.7** Administrative Overhead - twelve percent (12%) of the City of Pensacola's total Parking Management annual personal services and operating cost associated with administration of parking activities.

**4.2.2.8** Maintenance and Repair of WFHPI Parking Facilities including but not limited to repairs to surfaces and weed eradication.

**4.2.2.9** Resurfacing of the WFHPI Parking Facilities.

**4.2.2.10** Restriping of the WFHPI Parking Facilities.

**4.2.2.11** Beautification - including but not limited to litter removal.

**4.2.2.12** Security - including but not limited to all personnel expenses and security equipment; and

**4.2.2.13** The City of Pensacola will pay WFHPI sixteen hundred dollars (\$1600.00) per month, not to exceed total amount collected, on or before the 15<sup>th</sup> day of each month.

**4.2.3** The City of Pensacola shall determine the net positive revenue from the WFHPI Parking Fund at the end of the City of Pensacola's fiscal year and shall pay half the of the net positive revenue exceeding nineteen thousand two hundred dollars (\$19,200.00) to the WFHPI and shall pay the remainder of the net positive revenue to the City of Pensacola on or before the 15<sup>th</sup> day of the month following the last day of the City of Pensacola's fiscal year. The term net positive revenue means all Income received by the WFHPI Parking Fund minus all expenses related to the management of the WFHPI Parking Facilities as reasonably determined by the City of Pensacola. In the event of a net loss, a reduction of the base amount (\$19,200) shall be adjusted by the amount of the net loss of the parking operation.

**4.2.4** The City of Pensacola shall not make any single capital expenditure in excess of three thousand (\$3,000.00) without the prior written consent of the WFHPI, which shall not be untimely nor unreasonable withheld.

**4.3** Fund Management. The City of Pensacola shall manage the WFHPI Parking Fund and begin depositing Income promptly for Income received on or after the commencement date of this agreement.

**4.3.1** The City of Pensacola will work to collect all Income and shall regularly deposit the Income into the WFHPI Parking Fund.

**4.3.2** The WFHPI Parking Fund and the Income may be pledged by the City of Pensacola to procure financing for capital expenditures or other projects related to the management of the WFHPI Parking Facilities, subject to the written approval of WFHPI, which shall not be untimely nor unreasonably withheld. All expenses related to the procuring of such financing shall be paid from the WFHPI Parking Fund.

**4.4** Rates and Hours of Enforcement.

Day	Time	Rate
Monday - Friday	8:00 a.m. - 5:00 p.m.	\$1.00/hour
Friday	5:00 p.m. - 11:59 p.m.	\$3.50/hour
Saturday	8:00 a.m. - 5:00 p.m.	\$1.00/hour



Saturday	5:00 p.m. - 11:59 p.m.	\$3.50/hour
Sunday	ALL DAY	Free
Monthly Pass		\$32.25/month

## **Article 5 INSURANCE**

**5.1** WFHIP Insurance. The WFHPI shall continue to maintain casualty insurance for the WFHPI Parking Facilities at WFHPI expense and not the expense of the Parking Management Fund, in such amounts and with such carriers as WFHPI may from time to time determine

**5.2** Other Insurance. All the expenses and premiums for the following required insurance coverages under this Agreement shall be purchased by the City of Pensacola and paid from the Parking Management Fund

**5.2.1** Workers Compensation. All workers compensation obligations legally required. Additionally, the insurance policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person/accident; \$100,000 each person/disease and \$500,000 aggregate  
- disease.

**5.2.2** Commercial General and Automobile, Garage Keepers Liability and Umbrella Liability Coverages.

**5.2.2.1** The City of Pensacola a municipal corporation of State of Florida is a qualified self-insured per Florida Statute 768.28; establishing the following liability thresholds of \$200,000 per occurrence and \$300,000 if multiple claims arise out of the same occurrence;

**5.2.2.2** Commercial General Liability Insurance Coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on an occurrence-type basis. Fire Legal Liability coverage with minimum limits of \$100,000 per occurrence must be endorsed on to this coverage.<sup>9</sup>

**5.2.2.3** Umbrella Liability insurance coverage shall not be more restrictive than the underlying insurance policy coverages and shall be written on an occurrence-type basis; and,

**5.3** Certificates of Insurance. If required either party shall furnish such copies of such party's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies.

**5.4** Insurance of the City of Pensacola Primary. The City of Pensacola required coverage as reflected in Section 5.2 of this Agreement shall be considered primary as it relates to all provisions of this Agreement; and all other insurance shall be considered excess, over and above City of Pensacola's coverage except as provided in Section 5.1 of this Agreement.

**5.5** Loss Control and Safety. The City of Pensacola shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on or about the WFHPI Parking Facilities and the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by the City of Pensacola for the protection of all persons, including employees, and property. The City of Pensacola shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should be reasonably taken.

## **Article 6**

### **TERM/TERMINATION/POST-TERMINATION**

**6.1** Term. The term of this Agreement shall be for three (3) years beginning October 1, 2020. Unless earlier terminated as provided herein, the term shall be automatically extended for five (5) additional years beyond the initial term or any additional period of time needed to fully retire any financial obligations incurred during a term by the City of Pensacola unless such obligations are otherwise assumed by WFHPI.

**6.2** Termination.

**6.2.1** WFHPI or City of Pensacola may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

**6.2.2** This Agreement may be terminated at any time by mutual agreement of the parties.

**6.2.3** This Agreement may be terminated upon thirty (30) days advance notice to the other, if such noticed party has committed a material breach of the terms of this Agreement provided such noticed party has not within such thirty (30) commenced reasonable measures (within the reasonable discretion of the notifying party) to cure such breach, provided such noticed party thereafter diligently pursues completion of such measures.



**6.2.4** This Agreement may be terminated per Section 7.1 of this Agreement.

**6.3** Post-Termination. Upon the expiration or termination of this Agreement, the WFHPI Parking Facilities, and all Income and expenses incident thereto, and the control and obligations there shall revert to WHFPI contingent upon the following:

**6.3.1** Except in the case of termination per section 6.2.3 of this Agreement based on the City of Pensacola's default, WFHPI shall reimburse to the City of Pensacola any and all documented expenditures incurred by City of Pensacola hereunder which have not been previously offset with revenues collected in the WFHPI Parking Fund, together with interest thereon, from the dates incurred until the dates paid, at the prime rate of interest quoted by Regions Bank as of the date of notice of the termination.

**6.3.2** Except in the case of termination per section 6.2.3 of this Agreement based on the City of Pensacola's default, WFHPI shall assume, pay, and discharge in full all obligations of the City of Pensacola under then existing contracts, leases, financing facilities, employment agreements, service agreements, maintenance agreements, professional service agreements, employee benefits arrangements, and any and all other obligations or commitments made, entered into, or agreed to or binding upon the City of Pensacola, or for which the City of Pensacola has become liable in connection with its management of the WFHPI Parking Facilities under this Agreement.

## **Article 7**

### **GENERAL PROVISIONS**

**7.1** Records: The parties acknowledge that this Agreement 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. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**7.2** Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

**7.3** All Prior Agreements Superseded:

**7.3.1** This document incorporates and includes all prior negotiations,

correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**7.3.2** It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**7.4** Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**7.5** Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**7.6** Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in Escambia County, Florida.

**7.7** Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**7.8** Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or

unenforceable portion of provision.

**7.9** Further Documents The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

**7.10** 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 Agreement.

**7.11** Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal

Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**TO THE WFHPI**

Executive Director  
120 E. Church  
Street Pensacola,  
FL 32502

**TO THE CITY OF PENSACOLA**

City Administrator  
222 West Main Street  
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

**7.12** Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The WFHPI and City of Pensacola, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions, within and up to the limits of such liability provided by F.S. 768.28 or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

**7.13** No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement and only the parties hereto may enforce its terms.

**7.14** City Parking Management Staff will be responsible for filing the executed agreement with the Clerk of the Court.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed

and sealed the day and year first above written.

**WEST FLORIDA HISTORIC  
PRESERVATION, INC.**



By Robert Overton  
Its Executive Director

Date 10-28-20

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
Mayor, Grover C. Robinson, IV

\_\_\_\_\_  
City Clerk Ericka L. Burnett

Date \_\_\_\_\_

Approved as to Substance:

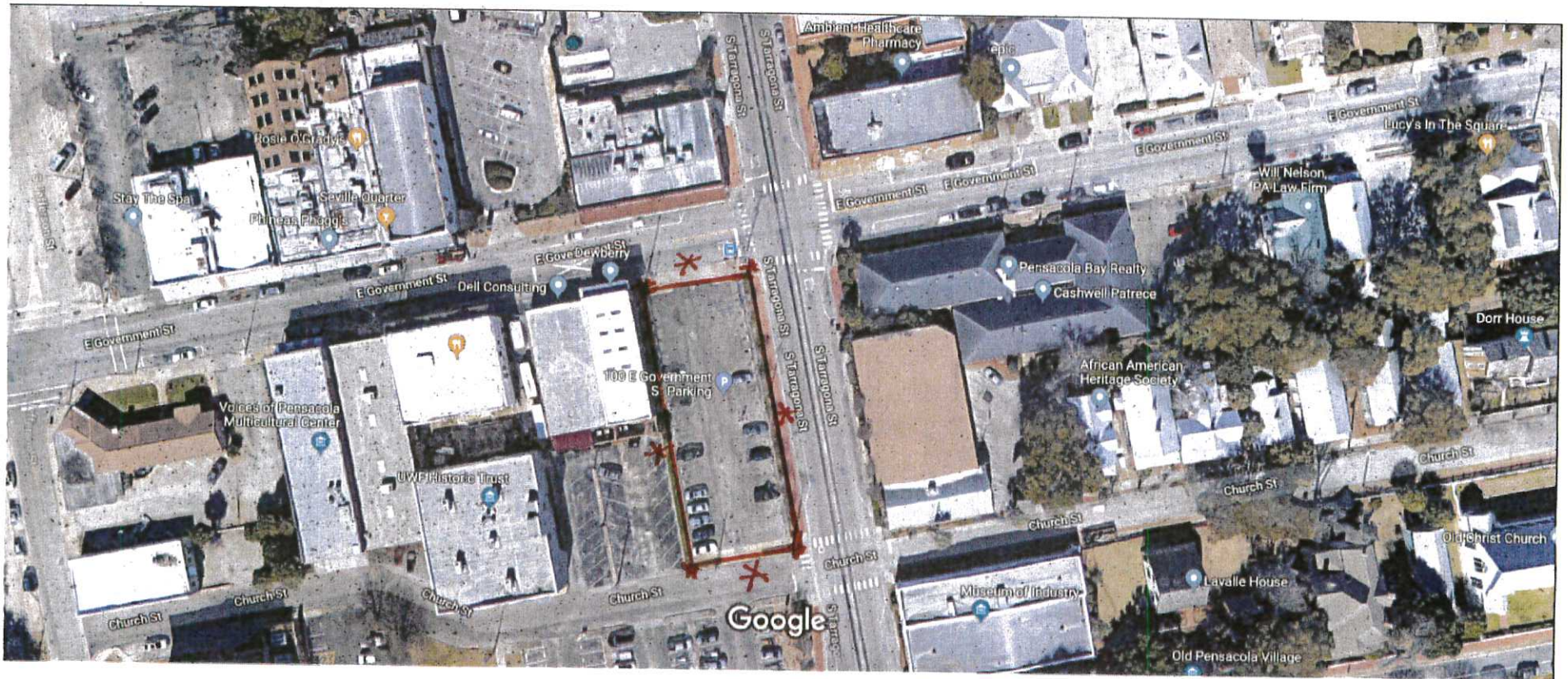
\_\_\_\_\_  
Department Director

Legal in form and execution:

\_\_\_\_\_  
City Attorney



Google Maps



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