

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO FLASHING SCHOOL BEACONS

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "party" or "parties").

WITNESSETH:

WHEREAS, the County and City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and City are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the City is responsible for the general maintenance of all flashing school beacons servicing school zones located within the City's jurisdictional limits; and

WHEREAS, the County has agreed to assume responsibility for the general maintenance of eighteen (18) flashing school beacons servicing school zones located within the City's jurisdictional limits as provided herein.

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

ARTICLE 1

Purpose

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

1.2 The purpose of this Agreement is to set forth the responsibilities of the parties with respect to the maintenance of eighteen (18) flashing school beacons located within the City's jurisdictional boundaries as provided herein.

ARTICLE 2

Responsibilities of Parties

2.1 The County agrees to assume responsibility for the general maintenance of seven (7) flashing school beacons in school zones servicing the following four private schools located within the City's jurisdictional boundaries (hereinafter the "Private School Beacons"):

- (2) Creative Learning Academy ("CLA"), 3151 Hyde Park Road;
- (2) Saint Paul's Catholic School ("SPCS"), 3121 Hyde Park Road;
- (1) Episcopal Day School, 223 North Palafox Street; and

(2) Sacred Heart Cathedral School, 1603 North 12th Avenue.

2.2 The County agrees to assume responsibility for the general maintenance of seven (7) flashing school beacons in school zones servicing the following four public schools located within the City's jurisdictional boundaries (hereinafter the "Public School Beacons"):

- (2) Scenic Heights Elementary, 3801 Cherry Laurel Drive;
- (1) Pensacola High School, 500 West Maxwell Street;
- (2) O.J. Semmes Elementary, 1250 East Texar Drive; and
- (2) N.B. Cook Elementary, 1310 North 12th Avenue.

2.3 The County agrees to assume responsibility for the general maintenance of four (4) flashing school beacons servicing the following schools on state roadways located within the City's jurisdictional boundaries (hereinafter the "State Road Beacons"):

- (2) CLA and SPCS, intersection of Bayou Boulevard and Hyde Park Road; and
- (2) A.K. Suter Elementary, 501 Pickens Avenue.

2.4 The County's assumption of responsibility for said duties for State Road Beacons as provided in paragraph 2.3 above will be contingent upon an assignment of the City's right of reimbursement from the Florida Department of Transportation (FDOT) in an amount not less than One Thousand Three Hundred Sixty Dollars (\$1,360.00). Within thirty days of the Effective Date of this Agreement, the City will provide written notice of said assignment from the FDOT.

2.5 Prior to the Effective Date of this Agreement, the City agrees to install or otherwise upgrade all Private School Beacons, Public School Beacons, and State Road Beacons, as described in paragraphs 2.1-2.3 above (collectively referred to as the "School Beacons"), with ground mounted, solar powered signage and cloud-based monitoring technology.

2.6 On the Effective Date of this Agreement, the City agrees to convey ownership of the School Beacons to the County. The County will have the right to inspect the School Beacons, including all equipment and related materials, prior to acceptance.

ARTICLE 3 **Effective Date and Term**

3.1 **Effective Date.** This Agreement, after being properly executed by the parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing the document upon receipt of the fully executed Agreement from the City.

3.2 **Term.** The term of this Agreement will commence upon the Effective Date and automatically renew for successive twelve-month terms unless otherwise terminated as provided in paragraph 8.2.

ARTICLE 4 **Compensation and Method of Payment**

4.1 City agrees to reimburse the County for the cost to maintain the seven (7) Private School Beacons referenced in paragraph 2.1 above and the seven (7) Public School Beacons referenced in paragraph 2.2 above in an amount not to exceed the FDOT reimbursement rate per beacon, which is currently Three Hundred Forty Dollars (\$340) per beacon. If the FDOT reimbursement

rate per beacon should increase, the City's reimbursement rate to the County shall increase accordingly; provided, however, that the reimbursement rate per beacon shall not exceed Five Hundred Dollars (\$500). In the event the FDOT reimbursement rate should exceed \$500 then either party may terminate this Agreement as provided in paragraph 9.1.

4.2 Invoices and other requests will be sent to:
Ryan Novota, P. E., City Traffic Engineer
City of Pensacola
Public Works and Facilities
2757 North Palafox Street
Pensacola, Florida 32501

4.3 Payments and other requests will be sent to:
David Forte, Division Manager
Escambia County, FL Engineering Department
3363 West Park Place
Pensacola, Florida 32505

ARTICLE 5 **Warranty**

5.1 The City shall obtain and shall assign to the County all express warranties given to the City regarding the equipment and related materials installed by the City.

5.2 If within one (1) year, the equipment or its installation is found to be defective or not in conformance with applicable standard practice for installation, the City shall reasonably cooperate with the County regarding the enforcement of any warranty referenced in paragraph 6.1, above. These warranties are in addition to those implied warranties, if any, to which the County may be entitled as a matter of law.

ARTICLE 6 **Easements**

The County shall cooperate with the City in obtaining such other easements and rights of way as may be required for the installation, maintenance, and operation of the School Beacons.

ARTICLE 7 **Force Majeure**

In the event that performance by the County or the City of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8 **General Provisions**

8.1 Termination: This Agreement may be terminated by either party for cause, or for

convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination, in which event the County shall be paid compensation for all work performed by both it and its contractor(s) prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination. On the effective date of termination, the County shall transfer ownership of such School Beacons to the City.

8.2 Public 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) calendar days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

8.3 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. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors and the City of Pensacola and its successors.

8.4 All Prior Agreements Superseded: 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. 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.

8.5 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.

8.6 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 the County of Escambia.

8.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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.

- (a) If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, said party shall immediately notify the other party and request clarification of the interpretation of this Agreement.
- (b) 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.

8.8 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 and enforced as if it did not contain such invalid or unenforceable portion or provision.

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

8.10 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

ATTEST:

By: _____
City Clerk