

2/1/2018 CAR-F-5

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT FOR USE OF THE RAYMOND
RIDDLE PARK BY THE CITY OF PENSACOLA
BETWEEN ESCAMBIA COUNTY, FLORIDA
AND THE CITY OF PENSACOLA, FLORIDA**

THIS AGREEMENT is made by and between Escambia County, Florida, 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 the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

WITNESSETH:

WHEREAS, the parties have legal authority to perform general governmental services within their respective jurisdictions; 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, Escambia County owns certain real property located at 1704 North "W" Street, Pensacola, Florida, 32505 (hereinafter referred to as the "Property"); and

WHEREAS, the Property is a currently developed and operated by the County as Raymond Riddle Park, for use by the citizens of Escambia County and by citizens of the City of Pensacola, Florida for recreational purposes; and

WHEREAS, the City of Pensacola owns certain real property known as Bill Gregory Park, located at 150 North "W" Street, Pensacola, Florida which is undergoing renovations, specific to its storm water management and including the addition of new features to include a walking path, benching, and improvements to its baseball fields, and such renovations may foreseeably result in displacement of the City's Parks and Recreation programs; and

WHEREAS, both agencies agree that Bill Gregory Park within the City of Pensacola serves many children in the area, including County residents who live or work near the City park; and

WHEREAS, both agencies agree that providing the City with access and use of the Property for various youth and adult recreation programs during that

Verified By: *[Signature]*
Date: 2/6/2018

time that the Bill Gregory Park is being renovated will benefit residents of the County and the City by providing a location for recreational activities and programs; and

WHEREAS, the County desires to allow access and use of the Property by the City during such times as mutually agreed upon by the parties for continued benefit of its citizens; and

WHEREAS, the parties have determined that it is in the best interest of the health, safety, and welfare of the citizens of both the incorporated and unincorporated areas of Escambia County that the City and County enter into this agreement for joint use of the Property and for payment by the City of certain costs as provided herein.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby 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 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will establish a framework for use of the Property and for payment of certain costs for recreational purposes.

Article 2
Responsibilities of the Parties

- 2.1 The County agrees to allow use and access of the Property by the City of Pensacola Parks and Recreation Department for various youth and adult programs, including but not limited to, baseball, t-ball, soccer, and kickball programs, while Bill Gregory Park is undergoing renovations, for a term not to exceed one year, unless extended by amendment as provided in paragraph 3.1.
- 2.2 The City agrees that the Property will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the City's scheduled activities.
- 2.3 The City agrees that during the term of this Agreement, the City will administer various athletic programs at the Property for the public's benefit

and will organize team athletic events in accordance with the terms of this Agreement.

- 2.4 The City may charge a fee for participation in its events and programs, provided however, that any fee charged cannot exceed anticipated expenses directly associated with its programs.
- 2.5 The City shall be responsible for all field preparation during its use of the Property, including but not limited to, chalking, dragging, paint lining, adding clay/dirt/sand and otherwise preparing fields for athletic play.
- 2.6 The City shall be responsible for payment of all monthly utilities during its use of the Property, including but not limited to, water, gas, electric, telephone, sewage, garbage disposal, janitorial, safety equipment, and any other utility bills related to the Property during the term of the Agreement.
- 2.7 The City shall maintain and clean the premises in a safe and orderly condition, normal wear and tear excepted, including but not limited to grounds maintenance, facility maintenance, and fence maintenance.
- 2.8 In the event it is determined that damage to the Property has occurred due to abuse or misuse by the City, the City shall be responsible for the necessary repair and must return the Property to its pre-damaged condition.
- 2.9 The City shall notify the County as soon as possible of any structural or maintenance issues occurring on the Property.
- 2.10 At all times mutually agreeable to the parties, the City shall be allowed access and use of the Property for recreational purposes.
- 2.11 Revenue and income derived from the activities of the City or its recreational programs at the property during the term of this Agreement are the exclusive property of the City.
- 2.12 The City agrees to provide the County with a complete inventory of its equipment and any personal property that is stored at the Property. All equipment or other personal property of the City, which has been placed or maintained at the Property, is at the sole risk of the City. Any City equipment or personal property not removed from the Property within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.
- 2.13 The City may maintain a concession activity for food and drink at the Property during the term of this Agreement as long as the City complies

with all applicable County ordinances and local and state health regulations. No alcoholic beverages are allowed. Income derived from the City's concession activities shall remain the exclusive property of the City. The City is responsible for all repairs, maintenance, and certification of all concession equipment owned by either the City or any of its contracted concessioners.

- 2.14 The City will perform necessary background checks on all coaches or other individuals involved in its recreational programming as required by law.
- 2.15 The City agrees to provide the County with a monthly calendar of events to include dates of league play and other scheduled programs or activities occurring at the Property during the term of this Agreement.
- 2.16 The City agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The City shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services or allow participation in programs provided by the City.

Article 3 **General Provisions**

- 3.1 Term: This agreement shall commence on the Effective Date, as provided in paragraph 3.15, and continue for a term of one year, unless otherwise terminated as provided herein. No less than ninety (90) days before the expiration of this Agreement the Parties shall review the progress and analyze the success of the Agreement for consideration to extend the term by written amendment to the Agreement.
- 3.2 Termination: This Agreement may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective thirty (30) days following the date of the receipt of such notice.
- 3.3 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 City agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits

against the City and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- 3.4 Insurance: Each party shall insure its own interests through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- (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, it 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.
- 3.10 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 be enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 3.11 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.
- 3.12 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.
- 3.13 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 COUNTY:

Attn: Mr. Michael Rhodes
Escambia County
Parks and Recreation Dept.
1651 East Nine Mile Road
Pensacola, FL 32514

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY:

Attn: Mr. Brian Cooper
City of Pensacola
Parks and Recreation Dept.
222 West Main Street
Pensacola, FL 32502

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

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

- 3.14 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.

3.15 Effective Date: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: [Signature]
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court Date: 2/6/2018

By: [Signature]
Deputy Clerk

This document approved as to form and legal sufficiency

By: [Signature]
Title: CLerk of County
Date: 2/5/18



**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
Ashton J. Hayward III, Mayor

ATTEST: _____
Date: _____

By: _____
City Clerk

Approved as to form and execution
By: _____
City Attorney
Dated _____

(Seal)

BCC Approved 02-01-2018