

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT FOR USE OF THE CITY OF PENSACOLA FIRE
DEPARTMENT TRAINING FACILITY AND FOR DONATION OF A CONEX CONTAINER
FOR FIRE RESCUE TRAINING
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").

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, the parties each maintain equipment and personnel for the purpose of responding to emergency and critical incidents occurring within their respective jurisdictions; and

WHEREAS, the parties previously entered into an Interlocal Agreement for Mutual Aid in the Provision of Fire Suppression and Emergency Services, effective May 25, 2016; and

WHEREAS, the City of Pensacola owns certain real property located at 1 North "Q" Street, Pensacola, Florida, 32505; and

WHEREAS, Escambia County Fire Rescue (ECFR) routinely conducts training and physical ability testing at the City of Pensacola's Fire Training Facility located at 1 North "Q" Street, Pensacola, Florida, 32505 (hereinafter referred to as the "Facility"); and

WHEREAS, the Facility is used by ECFR and Pensacola Fire Department (PFD) to conduct physical ability testing, hose training, ladder training, high angle rescue training, high rise fire attack training, search and rescue training, ventilation training, and live burn training; and

WHEREAS, both agencies conduct live burn training exercises within a conex container at the Facility; and

WHEREAS, conex containers are made of reinforced steel and can be burned multiple times; and

WHEREAS, the conex container currently located at the Facility is in need of replacement; and

WHEREAS, by utilizing modified conex containers, firefighters and rescue workers are able to develop actual firefighting experience; and

WHEREAS, both ECFR and PFD will benefit from replacement of the conex container to learn fire behavior such as fire growth, rollover, flashover, and backdraft phenomena, as well as to practice fire reduction techniques; and

WHEREAS, replacement of the conex container will allow ECFR and PFD to continue to conduct live burn training exercises which are necessary to gain valuable experience and to further develop firefighting skills while contending with high levels of heat and smoke in a controlled environment; and

WHEREAS, the County desires to donate a replacement conex container to the City for use at the Facility by both parties for continued training purposes; 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 Facility and donation of a conex container 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 joint use of the Facility and for donation of a replacement conex container for fire training exercises.

Article 2
Responsibilities of the Parties

- 2.1 The County agrees to purchase and to donate a conex container to the City for use at the Facility.
- 2.2 The County shall be responsible for the public procurement process for the purchase of the conex container.

- 2.3 The County shall be responsible for payment of all costs associated with the purchase of a replacement container, to include any cost of shipping the container to the Facility.
- 2.4 The City shall be responsible for installation of the container at the Facility.
- 2.5 Title to the container and to any improvements at the Facility related to this Agreement shall vest with the City.
- 2.6 Upon delivery of the container to the Facility, any costs associated with placement, continued maintenance, or modification of the container shall be the responsibility of the City.
- 2.7 At all times mutually agreeable to the parties, ECFR shall be allowed access and use of the Facility and the container for fire training and physical ability testing purposes.

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, whereupon the Agreement shall automatically renew for additional one year periods unless otherwise terminated as provided herein.
- 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 RESERVED.
- 3.5 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 of 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:

Escambia County Fire Rescue
Fire Chief, Patrick T. Grace
6575 North W. Street
Pensacola, FL 32505

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

TO THE CITY:

Pensacola Fire Department
Fire Chief, David Allen
475 East Strong Street
Pensacola, FL 32501

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.
- 3.16 Public Records Act:
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

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: _____
D. B. Underhill, Chairman

Date: _____

ATTEST: _____
Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

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

By: _____
Ashton J. Hayward III, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

(Seal)

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.