

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO ROADWAY RESURFACING

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 "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 City has undertaken certain road reconstruction and resurfacing work within its jurisdiction that is necessary to ensure the continued health, safety, and welfare of the citizens of Escambia County; and

WHEREAS, the County owns and maintains a portion of said roadways and is willing to contribute funds for the cost of resurfacing said portions that lie within the County's jurisdictional boundaries.

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 resurfacing of roadways that lie within the County's jurisdictional boundaries as provided herein.

ARTICLE 2

Responsibilities of Parties

2.1 In consideration of the faithful performance by the City of the work described in **Exhibit "A"**, which is attached hereto and incorporated by reference herein, the County agrees to contribute funds in accordance with the terms of this Agreement for the cost of resurfacing all roadways that lie within the jurisdictional boundaries of the County in the amount hereinafter set forth in Section 4.1.

2.2 The City agrees to contract with a third party to fully perform and complete in a good workmanlike manner the work described in **Exhibit "A"**.

2.3 The City agrees to convey such road improvements to the County. This work by the City shall be carried out in a prompt and diligent manner.

2.4 This Agreement, after being properly executed by all parties named herein, shall

become effective upon filing with the Clerk of the Circuit Court of Escambia County. Escambia County shall be responsible for such filing.

ARTICLE 3
Contract Time

3.1 It is anticipated by the parties that the time for completion of the work described in **Exhibit "A"** shall be within one (1) year from commencement of construction.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse City for project costs related to the work described in **Exhibit "A"** in an amount not to exceed **One Hundred Thousand Dollars (\$100,000.00)**.

4.2 Upon request, the City shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify any and all project costs related to the work described in **Exhibit "A"**.

4.3 Invoices and other requests will be sent to:

Escambia County
Cooper Saunders
3363 West Park Place
Pensacola, Florida 32505

4.4 Payments and other requests will be sent to:

Ryan Novota
2757 North Palafox Street
Pensacola, Florida 32501

ARTICLE 5
Ownership of Improvements

5.1 Title to the improvements specified in **Exhibit "A"** shall pass to the County subsequent to payment by the County to the City as provided herein and acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to the City accepting it.

ARTICLE 6
Warranty

6.1 The City shall obtain and shall assign to the County all express warranties given to the City regarding the subject road work paid for by the County.

6.2 If within one (1) year, any work is found to be defective or not in conformance with applicable contract documents, 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 7
Easements

7.1 The County shall cooperate with the City in obtaining such other easements and rights of way as may be required for successful completion of this work.

ARTICLE 8
Force Majeure

8.1 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 9
General Provisions

9.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the City in connection with this Agreement are and shall remain the property of the City whether the work for which they were made is completed or not.

9.2 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 City 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

[SIGNATURE PAGE TO FOLLOW]

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

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

By: _____
D. B. Underhill, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

This document approved as to form and legal sufficiency

City Attorney

This document approved as to content

Department

Exhibit "A"
Scope of Work

The scope of work shall include the following:

Milling, resurfacing, and the raising of manholes and valves as necessary.

The subject roadway(s) are the following:

Boland Place from W Jackson Street to City Limits;
North "U" Street from West Gadsen Street to the City Limits;
North "V" Street from West Gadsen Street to the City Limits;
West Strong Street from North "W" Street to the City Limits;
North "V" Street from West DeSoto Street to the City Limits;
North "U" Street from West DeSoto Street to the City Limits;
North "S" Street from West DeSoto Street to the City Limits;
North "R" Street from West DeSoto Street to the City Limits;
North "Q" Street from West Strong Street to the City Limits;
West Strong Street from North "Q" Street to the City Limits;
North "P" Street from West Strong Street to the City Limits;
West Strong Street from North Pace Boulevard to the City Limits;
West DeSoto Street from North Pace Boulevard to the City Limits;
West Gonzalez Street from North Pace Boulevard to the City Limits;
West Lloyd Street from North Pace Boulevard to the City Limits;
West Lee Street from North Pace Boulevard to the City Limits;
North "J" Street from West Hernandez Street to the City Limits;
West Jordan Street from North "B" Street to the City Limits;
North Spring Street from West Bobe Street to the City Limits;
West Bobe Street from North Spring Street to the City Limits; and
North Baylen Street from West Yonge Street to the City Limits.