

4/16/2019 CATI-2

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO
THE FUNDING OF THE ESCAMBIA-PENSACOLA HUMAN RELATIONS
COMMISSION**

THIS AGREEMENT is made and entered into 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, on March 7, 2019, the Escambia County Board of County Commissioners enacted Ordinance 2019-13 reestablishing the Escambia-Pensacola Human Relations Commission; and

WHEREAS, the Parties recognize and reaffirm the need for the Escambia-Pensacola Human Relations Commission to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in the incorporated and unincorporated areas of Escambia County regardless of race, color, national origin, age, disability, family or religious status; and

WHEREAS, the County and City have determined it is in the best interest of the citizens to enter into this Interlocal Agreement to establish the Parties' funding responsibilities for the operation of the Escambia-Pensacola Human Relations Commission 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:

Section 1. Purpose of Agreement.

1.1 Recitals. 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 Purpose. Pursuant to §163.01, Florida Statutes, this Agreement establishes the Parties' funding responsibilities for the operation of the Escambia-Pensacola Human Relations Commission.

1.3 This Agreement is intended to supersede in its entirety the prior Interlocal Agreement between the County and the City, dated September 15, 2005, relating to the Escambia-Pensacola Human Relations Commission.

Date: 4/17/19 Verified By: [Signature]

Section 2. Responsibilities of the Parties.

2.1 Subject to the terms and conditions set forth herein, each fiscal year (October 1-September 30th), the County and City agree to contribute to the funding of the approved annual budget for the operation of the EPHRC as follows:

The County shall be responsible for 60% of the approved annual budget for the operation of the EPHRC. The City shall be responsible for 40% of the approved annual budget for the operation of the EPHRC in an amount not to exceed Seventy-nine Thousand Dollars (\$79,000.00).

The EPHRC's annual budget, and any amendments thereto, shall be subject to the approval of the Escambia County Board of County Commissioners and the City of Pensacola City Council. Each Party shall reflect said contributions in their respective annual budgets.

2.2 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.

Section 3. Miscellaneous Provisions.

3.1 Term and Termination: This Agreement will remain in effect from year to year unless terminated by either party for cause or convenience upon providing at least 180 days' prior written notice to the non-terminating party.

3.2 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 County and City, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree 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 County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.3 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.

3.4 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.

3.5 All Prior Agreements Superseded:

(a) 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.

(b) 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.

3.6 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.

3.7 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.

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

3.9 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 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.

3.11 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.

3.12 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:

COUNTY
County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591

CITY
City Administrator
City of Pensacola
Post Office Box 12910

Pensacola, FL 32597

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.

3.13 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

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: 4/16/2019

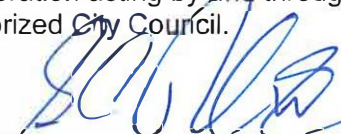
BCC APPROVED: 4/16/2019

Approved as to form and legal
sufficiency.

By: Kristin D. Hual, SACA

Date: 04-15-2019

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

By: 
Grover C. Robinson, IV, Mayor

Date: 4-22-2019

By: 
Deputy Clerk



ATTEST: 
By: Pamela L. Burnett
City Clerk

