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# Interlocal Agreement

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University of West  
Florida

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City of Pensacola

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## **Interlocal Agreement**

Whereas, the City of Pensacola, a municipal corporation (the “City”) and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (the “University”) are both governmental entities of the State of Florida; and

Whereas, pursuant to the provisions of Section 553.80, Florida Statutes, the University is responsible for regulation of building construction with respect to the University’s properties, including certain properties located within the Historic District of the City and owned, or operated by West Florida Historic Preservation, Inc. (“Preservation”) pursuant to an Operating Agreement between the University and Preservation (the “Preservation Properties”); and

Whereas, pursuant to the provisions of Section 553.80, Florida Statutes, the University is authorized to elect to use a local government’s code enforcement offices in ensuring compliance with applicable building code requirements; and

Whereas, the City has substantial experience and expertise in construction regulation and building code enforcement in the Historic District; and

Whereas, University and City believe that the University’s use of the City’s code enforcement offices in connection with construction, renovation and repair projects for the Preservation Properties will be in the public interest; and

Whereas, Section 163.01, Florida Statutes, and other applicable provisions of law authorize this Agreement by conferring the authority to exercise or contract by agreement for the City to exercise those powers which are common to it and the University for the purpose of regulating construction; Now Therefore,

### **Witnesseth:**

For and in Consideration of the mutual benefits and obligations herein set forth and for other good and valuable consideration receipt of which is hereby acknowledged, the University and the City agree as follows:

1. Election to Use City’s Code Enforcement Offices.

University elects to use the City’s code enforcement offices with respect to renovation, construction and repair on various Preservation Properties, including plan

review, code enforcement, permit issuance, and inspection services. The Preservation Properties are more particularly described in Exhibit “A,” attached and incorporated by reference. The University will update the list of Preservation Properties if additional properties become a part of the Preservation Properties.

2. Fees.

University agrees to pay fees to City for services rendered pursuant to this Interlocal Agreement for services for which City charges fees to the public in the course of construction regulation. City agrees that fees charged by the City for enforcement of the Florida Building Code on buildings, structures, and facilities of the University will not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the Florida Building Code.

3. Expeditious Handling.

The City agrees to expedite building construction permitting, building plans review, and inspections of projects of the University that are subject to the Florida Building Code according to guidelines established by the Florida Building Commission.

4. Appeals.

A party substantially affected by an interpretation of the Florida Building Code by the City’s code enforcement offices may appeal the interpretation to the City’s board of adjustment or to the Florida Building Commission under Section 553.775, Florida Statutes, if no local board exists. The decision of the City’s board of adjustment and appeal is reviewable in accordance with the requirements of Section 553.775, Florida Statutes.

5. Records.

The City will maintain records relating to construction regulation services and activities in accordance with its normal practice and will maintain documentation of fees or other compensation for services or expenses paid hereunder in detail sufficient for proper preaudit and postaudit thereof.

The City and the University are both subject to the provisions of Florida’s Public Records Law, Chapter 119, Florida Statutes, and shall allow public access to all documents, papers, letters, or other material subject to the provisions thereof and made or received in conjunction with this Agreement, except as exempted by law. Refusal by either party to

allow such public access shall be grounds for unilateral cancellation of this Agreement by the other party.

6. Tax Immunity.

The City and the University are tax immune sovereigns and exempt from the payment of all sales, use or excise taxes.

7. Liability.

Each party hereto will be responsible for the acts of its employees or officers when performing functions within the scope of their employment. Nothing contained herein shall be construed or interpreted as: i) denying either party any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

8. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records pursuant to Section 163.01(11), Florida Statutes.

9. This Agreement Constitutes a Contract.

The parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of the effective date.

10. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

11. Severability.

The provisions of this Agreement are severable, and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement.

12. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be the state courts of Escambia County, Florida.

13. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

14. Notices.

Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

**To the University:**

Richard Brosnaham,  
Executive Director  
West Florida Historic Preservation, Inc.  
P.O. Box 12866  
Pensacola FL 32591

And

David O'Brien  
Associate Vice President

University of West Florida  
Facilities Services  
11000 University Parkway Pensacola, FL 32514

**To the City:**

The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above.

15. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Circuit Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes. The University shall be responsible for its filing.

This Agreement shall apply only to permits applied for following the effective date.

16. Term.

This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by either party with or without cause upon ten (10) days written notice to the other party hereto.

**CITY OF PENSACOLA, FLORIDA**

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_

Its:

**UNIVERSITY OF WEST FLORIDA**

By: \_\_\_\_\_  
Its:

Approved as to Form and Legality:

By: \_\_\_\_\_  
UWF Attorney

Acknowledged by:

**WEST FLORIDA HISTORIC  
PRESERVATION, INC.**

By: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT “A”  
Preservation Properties**

<b>BUILDING NAME</b>	<b>YEAR CONSTRUCTED</b>	<b>BUILDING ADDRESS</b>
Romana House	1885	217 East Zaragoza
Cevallos House	1881	213 East Zaragoza
McVoy House	1905	202 Church Street
Old Christ Church Parish School House	1888	212 East Church Street
T. T. Wentworth Building	1907	330 South Jefferson Street
Dorothy Walton Cottage	1810	215 East Zaragoza Street
Moreno Cottage	1879	221 East Zaragoza Street
Museum of Industry	1870	200 East Zaragoza Street
LaValle House	1805	205 East Church Street
Museum of Commerce	1890	201 East Zaragoza Street
McCollough Building	1946	503, 505, 507 South Adams Street
L & N Marine Terminal	1903	207 East Main Street
Seale Building	1976	232 East Main Street
Walsh Building	1948	209 East Zaragoza Street
Tivoli House	1976	205 East Zaragoza Street
Julee Cottage	1804	210 East Zaragoza Street
Romana Street Warehouse	1950	406 East Romana Street
Lear-Rocheblave House	1890	214 East Zaragoza Street
Bowden Building	1930	120 East Church Street
Barrios House	1888	207 East Zaragoza Street
Barkley House	1825	410 South Florida Blanca Street
Coulson House	1890	200 East Church Street
Dorr House	1871	311 South Adams Street
Fountain Park	1975	300 Block Zaragoza Street
John Pfeiffer House	1876	216 East Zaragoza Street
Old Christ Church	1832	405 South Adams Street
Barkley House Park		500 Block East Zaragoza Street
Tivoli Parking Lot		211 East Zaragoza Street
Historic Pensacola Villiage Parking Lot		300 Block Tarragona Street
L&N Marine Terminal Parking Lot		600 Block South Barracks Street

