

**INTERLOCAL AGREEMENT**

**Between**

**CHARLOTTE COUNTY**

**and**

**CITY OF NORTH PORT**

**RELATING TO THE SHARING OF EMPLOYEE HEALTH CENTERS**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between Charlotte County, a political subdivision of the State of Florida ("County"), whose address is 18500 Murdock Circle, Port Charlotte, Florida, 33948 and the City of North Port, a municipal corporation of the State of Florida ("City"), whose address is 4970 City Hall Boulevard, North Port, Florida 34286, hereinafter individually referred to as "Party" and collectively referred to as "Parties".

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Parties currently provide group health service benefits to their respective employees, retirees and dependents in accordance with their own individual policies and programs; and

**WHEREAS**, in accordance with its own policies and programs, the County has also established Employee Health Centers ("Health Centers") within the jurisdictional limits of the County, to provide additional health service opportunities for its eligible

employees, retirees and dependents to improve their health and productivity by providing voluntary, convenient health care options; and

**WHEREAS**, the County, using a selection process conducted in accordance with Florida Law, has separately retained the services of Crowne Consulting Group, Inc., a for profit Florida corporation ("Crowne"), to serve as the medical services administrator of the Centers, pursuant to Contract No. 2008000273, between Charlotte County and CareHere, LLC, dated May 20, 2008, as well as all related Addendums, Proposals, Amendments, and Assignments ("Crowne Contract"); and

**WHEREAS**, the Crowne Contract generally provides that Crowne will furnish health professionals to provide certain limited health services at the Health Centers including, but not limited to, treating minor illnesses; conducting health assessments, physicals and screenings; providing vaccinations, acute and injury care and laboratory services; and dispensing of certain medications; and

**WHEREAS**, the City is currently in the process of designing and constructing its own health center, within the jurisdictional limits of the City, for its employees, retirees and dependents, which is scheduled to open and commence providing health services during the 2026/2027 fiscal year (hereinafter referred to as the "North Port Health Center"); and

**WHEREAS**, the Parties wish to share their respective health centers whereby each Party will be able to afford their respective employees, retirees and dependents an opportunity to voluntarily utilize the respective health centers in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, it is the intent and purpose of this Agreement to set forth the terms

and conditions under which the eligible employees, retirees and dependents of the Parties may utilize the respective facilities and for medical services provided at the health centers; and

**WHEREAS**, the Parties also desire to continue to cooperate and coordinate the provision of medical services at the respective health centers in an efficient and economical manner; and

**WHEREAS**, the Parties have common power to provide health benefits and medical services and facilities for the benefit of their respective employees, retirees and dependents; and

**WHEREAS**, because of the common interest of the Parties in providing economical, convenient and cost efficient health benefits and medical services to employees, retirees and dependents, the Parties recognize that it may be more efficient, convenient and economical, when feasible, for the Parties to share the use of the respective health centers than for each Party to independently construct and operate their own health center; and

**WHEREAS**, in furtherance of this recognition, the Parties are agreeable to share the utilization of the respective health centers under the terms and conditions of this Agreement; and

**WHEREAS**, the Parties hereto have determined that this Agreement is in furtherance of the health, safety and welfare of their respective employees, retirees and dependents and the public interest.

**NOW THEREFORE**, in consideration of the mutual promises and consideration stated herein, the Parties hereby agree as follows:

**Section 1. Recitals.** The above recitals contained herein are deemed true and correct and are hereby incorporated herein by this reference.

**Section 2. Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the Parties will: (1) allow their respective eligible employees, retirees and dependents to voluntarily utilize the respective health centers; (2) the City will be responsible in the costs related to the construction and start-up of the North Port Health Center; and (3) allocate and share in the costs related to the provision of medical services at the respective health centers.

**Section 3. Common Medical Services Administrator.** The Parties acknowledge and agree that, in order to make the sharing of the respective health centers administratively and operationally practicable, it is preferable for both Parties to utilize the same medical services administrator responsible for providing the health care professionals, operating the centers and providing medical services to eligible employees, retirees, and dependents.

3.1 The Parties further acknowledge that the County has entered into a contract with Crowne to serve as the County's medical services administrator. As a material condition of this Agreement, the Parties agree that Crowne shall serve as the common medical services administrator for both Parties, provided that the City lawfully enters into and maintains a separate agreement with Crowne to provide medical services at the North Port Health Center.

3.2 The City shall select and retain Crowne, if at all, as a single-source provider and strictly in accordance with the City's applicable charter, code, ordinances, policies, and procurement requirements governing single-source procurements. Nothing

in this Agreement shall be construed as a waiver, modification, or limitation of any such procurement requirements.

3.3 By executing this Agreement and any agreement with Crowne, the City represents that its governing body has determined, in the exercise of its independent judgment and in accordance with applicable law, that its contractual relationship with Crowne is lawful and has been authorized in full compliance with the City's procurement requirements.

3.4 If, at any time: (A) the City does not have a valid, enforceable agreement with Crowne as its medical services administrator, or (B) a court of competent jurisdiction or other authority of competent jurisdiction determines that the City's agreement with Crowne is invalid due to noncompliance with applicable procurement requirements, the City shall promptly notify the County in writing. Upon such notice, the Parties shall confer in good faith to determine whether to: (1) cure the issue consistent with applicable procurement requirements; (2) jointly conduct a competitive solicitation for a new medical services administrator; or (3) terminate this Agreement, or this Section 3 and all related cost-sharing provisions, in accordance with Section 18.

3.5 During any period in which both Parties maintain valid agreements with Crowne, Crowne shall: (A) provide medical services at the respective health centers to eligible employees, retirees, and dependents of both Parties; and (B) invoice each Party separately for medical services and related costs, including any cost sharing contemplated under this Agreement, consistent with the Crowne Contract, the City's contract with Crowne, and this Agreement.

3.6 Any Party may enter into individual contractual addendums with the

medical services administrator then lawfully retained by that Party ("Medical Services Administrator"), or any successor administrator selected in accordance with Section 3, to provide their respective eligible employees, retirees and dependents supplemental medical services at the respective health centers, provided said supplemental services do not: (1) require any structural modifications to the respective health centers; (2) require the purchase of additional medical devices and equipment; (3) interfere with the provision of base medical services provided to all of the Parties at the respective health centers; (4) require or obligate any Party not entering into to the addendum to pay any portion of costs of the supplemental medical services. Notwithstanding the aforesaid, a Party may propose entering into an addendum for supplemental medical services that would, if approved, require structural modifications to their respective health center(s) and/or the purchase or lease of additional medical devices and equipment pursuant to the approval process set forth in Section 3.10 of this Agreement.

3.7 Any addendum requiring structural modifications to the respective health centers or the purchase or lease of additional medical devices and equipment shall not be effective or binding until all of the following conditions are satisfied:

(A) The Party proposing the structural modifications, or the purchase of additional medical devices and equipment shall provide the other Party at least sixty (60) days prior written notice of its intention to enter into such an addendum.

(B) If the addendum proposes structural modifications to the respective health centers, written consent shall be required by the Party owning the affected health center. Said consent shall be at the sole discretion of the Party owning the affected health center; provided, however, if the structural modifications will impact the hours of operation

of the affected health center, the prior written consent of all of the Parties shall also be required regarding the amended hours of operations.

(C) If the addendum proposes the purchase or lease of additional medical devices and equipment, the Party proposing the purchase or lease shall provide written assurance to the other Party that said Party shall be solely responsible for the purchase or lease and maintenance of the devices and equipment unless otherwise mutually agreed to by all of the Parties in writing.

3.8 Nothing herein shall be construed to prohibit the Parties and the Medical Services Administrator then lawfully retained by each Party from mutually agreeing to renegotiate and approve a unified Medical Services Administrator contract in the future, provided such procurement and contracting complies with each Party's applicable laws, ordinances, and procurement requirements, in lieu of individual and multiple agreements.

**Section 4. Ownership and Maintenance of Centers; Hours of Operation.**

4.1 County shall remain the sole owner of their Health Centers and shall be solely responsible for the maintenance and day-to-day operational needs and related infrastructure, subject to any lease between the County and Crowne or other Medical Services Administrator authorized hereunder.

4.2 City shall be the sole owner of the North Port Health Center and shall be solely responsible for the maintenance and day-to-day operational needs and related infrastructure, subject to any lease between City and Crowne or other Medical Services Administrator authorized hereunder.

4.3 For their respective health centers, the Parties shall be responsible

for the following maintenance and operational costs: Electricity, heat and cooling, ventilation, hot and cold water, lighting and bulb replacement, structural and cosmetic repairs to the facility, painting, security, access, grounds maintenance and property insurance unless otherwise agreed to by the Parties.

4.4 The Parties shall have the sole discretion over any structural or site modifications to their respective health center and property and the consent of the other Party and/or Crowne shall not be required to conduct such modifications.

4.5 During the term of this Agreement the operating hours of the City's health center(s) shall at all times mirror that of the County's health centers. The Parties shall publish a written schedule of hours operation for the benefit of all employees, retirees and dependents.

**Section 5. Authorized Use of Centers; Non-Discrimination.**

5.1 Eligible employees, retirees and dependents of the Parties shall be authorized to use the health centers in accordance with terms and conditions of this Agreement. Each Party shall be solely responsible for determining who is or is not an eligible employee, retiree and dependent under their respective group health plans. Each Party shall maintain an up-to-date Eligibility List of all their respective eligible employees, retirees and dependents and their social security numbers (or unique identifier deemed acceptable to the Medical Services Administrator). Such list shall meet the requirements of the Medical Services Administrator and be maintained on file with the Medical Services Administrator at all times. Persons not on the Eligibility List on file with the Medical Services Administrator shall not be permitted to use the health centers. The Eligibility List must be updated by each Party no less than monthly by the

5<sup>th</sup> of each month.

5.2 The Parties agree that there shall be no discrimination in the performance of this Agreement against any employee, retiree or dependent or other person by reason of the individual's race, color, religion, sex, sexual preference, genetic information, handicap, age, or national origin.

**Section 6. Cost Related to the Construction and Start-Up of the City Center(s).** The County has already constructed its Health Centers. The County agrees to share the use of its Health Centers with other parties without requiring any prorated reimbursement for its build-out or start-up costs. The build-out and start-up costs for the North Port Health Center shall be borne solely by the City.

**Section 7. Cost Sharing and Allocation of Operating Expenses.** The Parties shall be solely responsible for operating costs related to their respective health centers.

**Section 8. Implementation and Other Documents.** To the extent that the County Administrator/City Manager of each Party determine that additional documents are required to be prepared and executed in order to administratively effectuate the terms and conditions of this Agreement. The County Administrator/City Manager are authorized to prepare or have prepared said documents and execute the same, without further approval of the Party's respective governing body. Further, the Parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

**Section 9. Employee Status; Reciprocal Indemnity and Hold Harmless Between the Parties; No Third-Party Beneficiary.**

9.1 Persons employed by the Parties in the performance of services and functions pursuant to this Agreement shall be deemed employees or agents of the Party that actually employs them and said persons shall not be deemed to be the employees or agents of the other Party.

9.2 This Agreement shall not be construed or interpreted in anyway whatsoever as providing any person including, but not limited to, any employee, retiree or dependent of any Party any claims to pensions, fringe benefits, worker's compensation, unemployment compensation, civil service or other employee rights or privileges provided by any Party.

9.3 An employee, retiree or dependent of one Party shall not have any claims, rights or privileges whatsoever against any other Party to this Agreement by virtue of this Agreement.

9.4 Each Party to this Agreement agrees to indemnify and hold harmless the other Party (including their employees and officers) to this Agreement from any and all claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings) demanded by or awarded to their respective employees, retirees and dependents related in any way whatsoever to their participation in the medical services authorized or provided at the health centers pursuant to this Agreement. It is the intent and purpose of this indemnification provision that should an employee, retiree or dependent attempt to hold any or all of the Parties liable for the medical services authorized to be provided at the health centers under this Agreement, each Party

agrees to be solely responsible for defending against and paying any claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings) demanded by or awarded to their respective employees, retirees and dependents by a court of law or settlement; provided, however, under no circumstances shall this reciprocal indemnity and hold harmless be construed or interpreted as meaning that the Parties assume any legal or equitable responsibility whatsoever for the medical services provided by Crowne or any other Medical Services Administrator approved by the Parties hereunder and by any health professionals retained by them.

9.5 This Section 9 shall also not be construed or interpreted as a waiver of the Parties (collectively and individually) right to hold Crowne or any other Medical Services Administrator, including the health professionals retained by them, liable for the aforementioned claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings), nor as a waiver of any defenses, limitations on liability, and sovereign immunity under Section 768.28, Florida Statutes that each Party may have under law.

9.6 This Section 9 shall not be construed or interpreted as the Parties consenting to be sued by any third party including, but not limited to, any employee, retiree and dependent of any of the Parties.

9.7 The performance of the Parties and their respective employees and officers in the administration of this Agreement shall be owed solely to each other and not for the benefit of any third parties. No person other than the Parties themselves has any rights or remedies under this Agreement.

**Section 10 Indemnification.** Neither Party nor its officers, employees or

agents shall be deemed to assume any liability for the acts, omissions or negligence of any of the Parties and their respective officers, employee or agents, except as provided by this Agreement.

**Section 11 Notices.**

(A) Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

**CHARLOTTE COUNTY**

County Administrator  
18500 Murdock Circle  
Port Charlotte, FL 33948

**CITY OF NORTH PORT:**

City Manager  
4970 City Hall Blvd.  
North Port, FL 34286

(B) Either Party may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered by personal delivery or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

**Section 12. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**Section 13. Entire Agreement ; Non-Assignment.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations

between the Parties relating to the subject matter of this Agreement. This Agreement is not assignable.

**Section 14. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest.

**Section 15. Public Records.**

15.1 The Parties shall allow public access to all documents, papers, letters or other materials, regardless of form, which are subject to public disclosure and/or copying under the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement. However, the Parties recognize that from time-to-time, either of them and/or their respective employees, officers and agents may learn or come in contact with records that are confidential, proprietary or otherwise exempt from disclosure by law. Each Party agrees and acknowledges that it and its employees, officers and agents shall, except to the extent disclosure of the information is required by law, not disclose the confidential, exempt or proprietary information, and further take all reasonable steps to hold confidential, exempt and proprietary information in confidence and to instruct employees, officers and agents to exercise the highest degree of care to preserve from disclosure confidential, exempt and proprietary information that is protected from disclosure by law.

15.2 Notwithstanding any provision to the contrary contained in this Agreement, the Parties also expressly recognize that Protected Health Information ("PHI") is confidential, and the Parties and their respective employees, officers and agents are under an obligation to maintain the confidentiality of such information in accordance with State and Federal law including, but not limited to, the requirements of the Health

Insurance Portability and Accountability Act of 1996 ("HIPAA").

15.3 In the event that any of the Parties is served with a request to disclose any information that is made or received in conjunction with this Agreement that is confidential or exempt from public disclosure pursuant to the requirements of applicable law or court order, the Party receiving the request will promptly notify the other Parties. The Parties will take reasonable steps to cooperate with each other in contesting such request. Notwithstanding the aforesaid, each Party shall be responsible for objecting to the disclosure of any confidential or exempt information related solely to that Party or that Party's employees, retirees and dependents.

**Section 16. Conflict of Interest.** The Parties for themselves and on behalf of their respective employees and officers agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

**Section 17. Non-Appropriations Clause.** Each Party's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Party's governing body and the availability of funds to pay for the allocation and sharing of costs set forth in this Agreement during the Party's annual budget adoption process. Each Party's governing body shall be the final authority for its own agency as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement during the budget adoption process and a Party terminates this Agreement based on a non-appropriation, such action will not constitute a default by the Party that does not appropriate and make available funding for this Agreement. Each Party agrees that it will

provide reasonable notice if funds are not annually appropriated or available. Such notice shall be provided as soon as it is known that funds will not be appropriated, but in no event later than the date that the annual tentative budget is approved by the Party. Because a non-appropriation decision of a governing body will potentially increase the costs to the remaining Party, the remaining Party may terminate this Agreement based on a non-appropriation decision made by the other Party and such termination will not constitute a default by the Party terminating this Agreement on that basis.

**Section 18. Term; Mutual Termination; Withdrawal and Termination by a Party.**

18.1 The initial term of this Agreement shall commence as of the effective date set forth in Section 27. Thereafter, the term shall automatically be renewed on an annual basis commencing on October 1<sup>st</sup> and ending on September 30<sup>th</sup> of each fiscal year, subject to: (A) the Parties terminating this Agreement by mutual written agreement; and (B) a Party's right to withdraw from and terminate this Agreement pursuant to Section 18.2 prior to the commencement of any fiscal year on October 1st.

18.2 Each Party shall have the right to withdraw from and terminate this Agreement pursuant to Section 17 (non-appropriation) or by providing at least ninety (90) days written notice to the other Parties prior to the commencement of any fiscal year. Notwithstanding any such withdrawal and termination, the withdrawing and terminating Party shall still have access to the health centers through the end of the current fiscal year. Further, such Party shall remain obligated to pay for all costs incurred or apportioned under this Agreement for the remaining current fiscal year, shall be responsible for any fees billed by Crowne and shall be responsible for winding up all of

its financial and other responsibilities and obligations under this Agreement. In addition, the withdrawing and terminating Party's employees, retirees and dependents shall no longer be allowed to use the health centers upon the effective date of the withdrawal and termination.

18.3 This Agreement is intended to comply with all applicable Federal and State laws, rules and regulations. The Parties may terminate this Agreement, or any Party hereto may withdraw and terminate their participation in this Agreement, at any time upon thirty (30) days written notice to the other Parties if any modification or interpretation of any Federal or State law, regulation or policy, or County/City Charter amendment, impairs in any substantial manner the continuing validity and/or effectiveness of any material provision of this Agreement or a Party's participation in this Agreement. However, prior to the end of the notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the Parties agree on such a modification of this Agreement; otherwise, this Agreement shall terminate as set forth herein upon the Parties winding up all financial and other responsibilities and obligations of the Parties under this Agreement.

**Section 19. No Joint Venture.** Neither of the Parties nor any of its respective employees and officers shall be considered an agent, partner, or representative of the other. Nothing herein shall be construed as creating a joint venture or partnership between the Parties or the Parties and Crowne or other Medical Services Administrator authorized under this Agreement. Each Party shall continue to be autonomous and shall

be governed independently by their respective governing bodies and County Administrator/City Manager.

**Section 20 Sovereign Immunity.** Notwithstanding the foregoing, the Parties intend to avail themselves of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will either Party's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**Section 21 Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**Section 22 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the 20<sup>th</sup> Judicial Circuit, Charlotte County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or

enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**Section 23. No Presumption/Severability.** The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

**Section 24. Default; Opportunity to Cure.** Should either Party desire to declare any other Party in default of any term and condition of this Agreement, the non-defaulting Party shall provide the defaulting Party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. If the Parties are unable to mutually agree on a cure of the alleged breach, any Party may invoke the provisions of the Local Government Dispute Act set forth in Chapter 164, Florida Statutes. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this Section have been satisfied. Any action filed in a court of law by any Party for a breach of this Agreement shall be limited to specific performance including,

but not limited to, payment of any costs apportioned or allocated under this Agreement. The prevailing Party in any such action shall be entitled to reimbursement of reasonable attorney's fees and costs incurred in the Court action through all appellate proceedings.

**Section 25. Additional Parties.** Additional local government entities may be added to this Agreement by mutual written agreement of the existing Parties and the additional local government.

**Section 26. Periodic Meetings.** The Parties agree to conduct periodic staff meetings on an annual fiscal year basis, or more frequently if needed, for purposes of monitoring the implementation of this Agreement including, but not limited to, reviewing and evaluating (A) the performance of Crowne or other Medical Services Administrator authorized by this Agreement; (B) the utilization rates of the respective health centers; (C) any pro-rations required by the Agreement; (D) any relevant feedback from employees, retirees and dependents utilizing the health centers; and (E) the appropriateness and kind of medical services being offered at the health centers. The County agrees to coordinate the scheduling of the annual meeting between the Parties in the month of June of each fiscal year unless otherwise agreed to in writing by the Parties. Any Party may request and schedule more frequent meetings to the extent deemed reasonably necessary by the Parties.

**Section 27. Effective Date.** This Agreement shall take effect on the date on which the Parties approve and execute this Agreement and the Agreement is recorded in the Official Records of Charlotte County, Florida. County agrees to record this Agreement on behalf of the Parties upon adoption and execution by all of Parties hereto.

[SIGNATURE PAGES TO FOLLOW]

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Joseph M. Tiseo, Chairman

**ATTEST:**  
Roger D. Eaton, Clerk of the  
Circuit Court and Ex-officio Clerk of  
the Board of County Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:  \_\_\_\_\_  
Thoman M. David, County Attorney  
LR24-0977 (GRP) 

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**ATTEST:**

**CITY OF NORTH PORT  
NORTH PORT, FLORIDA:**

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
City Attorney

**BY:** \_\_\_\_\_  
PETE EMRICH  
Mayor

\_\_\_\_\_  
HEATHER FAUST, MMC  
City Clerk

As authorized for execution by the City of  
North Port at its \_\_\_\_\_, 2026  
regular meeting.

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