

INTERLOCAL AGREEMENT
between CHARLOTTE COUNTY on behalf of the
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
and TOWN OF FORT MYERS BEACH
for SERVICES SUPPORTING CHNEP'S
COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN

This Interlocal Agreement ("Agreement") is entered into by and between Charlotte County ("CHARLOTTE COUNTY"), a political subdivision of the State of Florida, on behalf of the Coastal & Heartland National Estuary Partnership ("CHNEP"), 18500 Murdock Circle, Port Charlotte, Florida 33948, and TOWN OF FORT MYERS BEACH ("TOWN OF FORT MYERS BEACH"), a Florida municipal corporation, 6231 Estero Blvd, Fort Myers Beach, Florida 33931.

WITNESSETH:

WHEREAS, pursuant to the *Memorandum of Understanding for Administrative Services by and between Charlotte County and the Coastal & Heartland National Estuary Partnership*, effective February 25, 2026, CHARLOTTE COUNTY serves as the host agency to CHNEP, entering into agreements with and receiving grant funds from private and public entities on behalf of CHNEP; and

WHEREAS, Chapter 163 of the Florida Statutes permits governmental units, including counties and special districts, to enter into interlocal agreements to make the most efficient use of their power and resources by enabling cooperation on the basis of mutual advantage; and

WHEREAS, CHARLOTTE COUNTY, on behalf of CHNEP, desires to engage the TOWN OF FORT MYERS BEACH to provide services on project-specific basis to support CHNEP Comprehensive Conservation and Management Plan ("CCMP") and annual Work Plans, as they may be amended from time to time; and

WHEREAS, CHARLOTTE COUNTY, on behalf of CHNEP, desires to implement each specific project via the issuance of a Work Assignment; and

WHEREAS, TOWN OF FORT MYERS BEACH desires to provide such services in accordance with this Agreement and any associated Work Assignment(s); and

WHEREAS, this Agreement will serve as the Master Agreement between CHARLOTTE COUNTY and TOWN OF FORT MYERS BEACH, with specific support services to be designated in individual Work Assignments.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. INCORPORATION

The above WHEREAS clauses are incorporated into and are made a part of this Agreement.

II. PURPOSE

The purpose of this Agreement is for the TOWN OF FORT MYERS BEACH to perform certain activities in support of CHNEP's CCMP and annual Work Plans within its jurisdictional limits when authorized by CHARLOTTE COUNTY on behalf of CHNEP. Such services will be set forth in more detail in one or more Work Assignments. Work Assignments shall contain a scope of services, a schedule of fees and a time for completion of the services authorized. Each Work Assignment shall be subject to all the terms and conditions of this Agreement, be executed by both parties, and a fully executed Work Assignment returned to TOWN OF FORT MYERS BEACH shall serve as Notice to Proceed. After issuance, each Work Assignment shall become an amendment to this Agreement. A Sample Work Assignment is attached hereto as **Exhibit A**. No guarantee of any certain services, volume or quantity of work or projects is made or implied.

III. CHARLOTTE COUNTY'S DUTIES

- A. Work with TOWN OF FORT MYERS BEACH and CHNEP to determine appropriate Scopes of Service.
- B. Provide fully executed Work Assignments to the TOWN OF FORT MYERS BEACH.
- C. Pay all invoices, on behalf of CHNEP and from CHNEP funds in accordance with Sections 218.70 through 218.80, Florida Statutes, and the Florida Prompt Payment Act. Under no circumstances will CHARLOTTE COUNTY funds be used to pay any of CHNEP invoices.

IV. TOWN OF FORT MYERS BEACH 'S DUTIES

- A. Work with CHARLOTTE COUNTY and CHNEP to determine appropriate Scopes of Service.
- B. Perform all mutually agreed upon services, provide deliverables, and complete the services within the schedule or timeline agreed upon in each Work Assignment issued and approved by CHARLOTTE COUNTY on behalf of CHNEP.
- C. Invoice CHARLOTTE COUNTY, on behalf of CHNEP, for all work performed using the process agreed to in the Work Assignment, in accordance with Paragraph IV of this Agreement.

V. COMPENSATION

The amount and method of compensation for the TOWN OF FORT MYERS BEACH'S services on any specific project shall be determined during negotiations for that specific project and set forth on each Work Assignment. Payment will be made by CHARLOTTE COUNTY, on behalf of CHNEP, upon receipt of invoices from the TOWN OF FORT MYERS BEACH detailing the tasks and deliverables for which payment is sought. The TOWN OF FORT MYERS BEACH shall submit all invoices to the CHARLOTTE COUNTY Purchasing Division for processing. Billings shall be detailed as to date, Work Assignment and nature of the services performed. All invoices must be reviewed and approved by CHNEP Executive Director. The TOWN OF FORT MYERS BEACH shall bill any authorized travel and per diem expenses in accordance with the provisions of Section 112.061 of the Florida Statutes.

VI. PERIOD OF AGREEMENT

The effective date of this Interlocal Agreement is the date on which it is fully executed. The services of the TOWN OF FORT MYERS BEACH are to commence upon execution of this Agreement and issuance of a Work Assignment. This Agreement will remain in full force and effect until either party chooses to terminate it, as outlined in Section VIII, below.

VII. MODIFICATION OF AGREEMENT

Any extensions or modifications of this Agreement shall be mutually agreed upon by and between CHARLOTTE COUNTY on behalf of CHNEP and the TOWN OF FORT MYERS BEACH and shall be incorporated in written amendments to this Agreement signed by the parties.

VIII. TERMINATION

A. Either party may terminate this Agreement with or without cause with a minimum of thirty (30) days written notice. Written notice shall be delivered by certified mail, return receipt requested, or by other delivery method with proof of delivery. Any notice concerning this Agreement shall be sent to the addressees listed below:

To: CHARLOTTE COUNTY
Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948
With Copy to:
County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948

and:

Kimberly A. Corbett
Senior Division Manager
Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948

To: CHNEP
Executive Director
Coastal & Heartland National Estuary
Partnership
1050 Loveland Blvd.
Port Charlotte, FL 33980

To: TOWN OF FORT MYERS BEACH
William McKannay
Town Manager
Town Administration 6231 Estero Blvd.
Fort Myers, FL 33931

- B. In the event the Agreement is terminated, each outstanding Work Assignment is terminated, and the TOWN OF FORT MYERS BEACH will be paid an amount commensurate with completed tasks and associated deliverables that meet scope requirements as of the effective date of termination.

IX. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE

- A. The parties warrant, represent, and agree that each will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- B. This Agreement and the provisions of any Work Assignment shall be construed, controlled and interpreted according to Florida law.
- C. Any legal action concerning this Agreement shall be filed in Charlotte County, Florida, which shall be deemed proper jurisdiction and venue for the action.

X. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material are and shall become the property of CHARLOTTE COUNTY on behalf of CHNEP and delivered to CHARLOTTE COUNTY without cost.

XI. ASSIGNMENT

This Agreement shall be binding on the parties, their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights or obligations hereunder to any other person or entity without the prior written consent of the other party.

XII. UNAUTHORIZED ALIENS/EMPLOYMENT ELIGIBILITY VERIFICATION

The parties agree that they will not knowingly employ unauthorized alien workers, which would constitute a violation of the employment provisions contains in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The employment by either PARTY of unauthorized aliens shall be grounds for termination of this Agreement.

The parties agree that they each use and shall use the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. Pursuant to Section 448.095 of the Florida Statutes, either party may terminate this Agreement for failure on the part of the other to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(5)(c)3, *Fla. Stat.*

The TOWN OF FORT MYERS BEACH shall include, and shall require the inclusion of, the requirements of this paragraph, appropriately modified for identification of the parties, in each subcontract that includes work performed under this Agreement.

XIII. SEVERABILITY

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. If any term or provisions of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

XIV. DISPUTES

In the event of a dispute between CHARLOTTE COUNTY and the TOWN OF FORT MYERS BEACH under this Agreement, the CHARLOTTE COUNTY Administrator and the TOWN OF FORT MYERS BEACH Administrator shall review such dispute and negotiate a mutually acceptable resolution. CHARLOTTE COUNTY will make every effort to obtain and incorporate CHNEP's input when negotiating such resolution. The mutual decision of the CHARLOTTE COUNTY Administrator and the TOWN OF FORT MYERS BEACH Administrator shall be final. In the event the CHARLOTTE COUNTY Administrator and the TOWN OF FORT MYERS BEACH Administrator are unable to agree, the matter shall be referred to the respective governing bodies, who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XV. INDEMNIFICATION

Each party agrees to indemnify, defend and hold the other harmless, to the extent allowed under Section 768.28 of the Florida Statutes, from all claims, loss, damage and expense, including attorney's fees and costs and attorney's fees and costs on appeal, arising from the negligent acts or omissions, or intentional tortious acts, of the indemnifying party's officers, employees and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28 of the Florida Statutes or extend either

party's liability beyond the express limits established in Section 768.28 of the Florida Statutes. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any Work Assignment.

XVI. COUNTERPARTS

This ILA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, constitute one and the same agreement.

IN WITNESS WHEREOF, CHARLOTTE COUNTY and the TOWN OF FORT MYERS BEACH have entered into this Agreement as of the last date written below.

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Joseph M. Tiseo, Chairman

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0285 _____ (GRP)

FORT MYERS BEACH TOWN COUNCIL

By: _____
Dan Allers, Mayor

Date: _____

ATTEST:

By: _____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

By: _____
Nancy Stuparich, Town Attorney

