

**INTERLOCAL AGREEMENT
OF THE LEE COUNTY MOSQUITO CONTROL DISTRICT
AND CHARLOTTE COUNTY**

This Interlocal Agreement is entered into as of January 8, 2024 (the "Effective Date"), between the Lee County Mosquito Control District (hereinafter "LCMCD") and Charlotte County, a political subdivision of the State of Florida (hereinafter "County") for the operational control of mosquitoes on Boca Grande.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and

WHEREAS, each party to this Agreement is a Public Agency, as defined under the Florida interlocal Cooperation Act, and

WHEREAS, the parties to this Agreement have determined, in order to most efficiently utilize their separate powers, and at the same time provide for the health, safety, and welfare of Lee and Charlotte County residents and visitors of and to Boca Grande; and

WHEREAS, the Charlotte County's Mosquito Control Division provides services within geographical boundaries of the Town of Boca Grande and the adjacent service area of LCMCD is the entirety of the remainder of Boca Grande, Lee County, Florida (the "LCMCD Service Area"); and

WHEREAS, for approximately 10 years, at the request of County, LCMCD has performed certain of County's arthropod control services on Boca Grande, including the provision of certain marine, aerial, and ground mosquito surveillance and control and truck-mounted surveillance and control of adult mosquitoes; and

WHEREAS, the parties desire to formally memorialize the future terms of any mosquito control services performed by LCMCD on behalf of County.

NOW THEREFORE, the parties hereto agree to the following stipulations, provisions, and conditions.

I. RECITALS

The above recitals are true and correct and are incorporated herein.

II. PURPOSE AND SCOPE OF AGREEMENT

A. The purpose of this Agreement is for LCMCD to provide upon request no cost Mosquito Control Services as follows

1. routine ground, marine and aerial surveillance of the approximately 400 acres of land on Gasparilla Island and Boca Grande;

2. as needed aerial and ground larviciding of the approximately 400 acres of land on Gasparilla Island;
3. routine nightly trap truck surveillance of a two-mile stretch of Gasparilla Rd from May 15 - October 30 of each year;
4. as needed aerial and ground ultralow volume spray adulticiding of the approximately 400 acres of land on Gasparilla Island;
5. as-needed service requests from residents on Gasparilla Island.

B. In addition to the agreed upon Mosquito Control Services, County may at any time make written requests for additional mosquito control services from LCMCD, provided such requests are within the services allowable under Chapter 388, Florida Statutes. In the event of such additional requests, LCMCD shall not be obligated to perform such additional services; however, if LCMCD tentatively agrees to perform such services, LCMCD shall first provide a written estimate for the fair cost of such services to County and County shall provide a written confirmation of acceptance of such charges. Any amounts due for additional services shall be due and payable within 45 days from the date of the accepted estimate.

III. TERM.

The term of this Agreement will become effective upon the date of the last signature of the parties, as designated below, and will remain in effect for three (3) years after which this Agreement will automatically expire. Either party may terminate this Agreement, upon provision of a minimum of 90 days' written notice to the other party.

IV. LIABILITY, INSURANCE AND INDEMNIFICATION.

A. County covenants and agrees to indemnify, defend and hold harmless LCMCD, its officers, employees, agents, and representatives (the "indemnified parties") against and from any and all liability, losses, damages, expenses, causes of action, suits, judgments, attorney's fees and court costs, or other claims of any nature arising out of or in any manner connected with injury or death to persons and/or damage to or loss of any property, which result in whole or in part from any of LCMCD's services performed under this Agreement, unless due solely to the negligence (or greater culpability) of LCMCD.

B. County recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to LCMCD when necessary, voluntarily makes this covenant, and expressly acknowledges the receipt of good and valuable consideration provided by LCMCD in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements elsewhere within this Agreement shall not relieve County of its liability and

obligation to defend, hold harmless and indemnify LCMCD as set forth in this article of the Agreement.

C. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees and agents. Each party shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other party for the other party's own negligence. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, or the provisions of Section 768.28, Florida Statutes.

V. POINT OF CONTACT.

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action. The point of contact shall be the responsible on-site party representing the party. Every notice, approval, consent or other communication authorized or required under this Agreement will not be effective unless same is in writing and sent postage paid by the United States Certified Mail, Return Receipt Requested, directed to the other party at its address provided for below or such other address (including email address) as either party may designate by notice given from time to time in accordance with this section. It is expressly understood by the parties that approval of an estimate for additional services as described above may be confirmed by email.

For the LCMCD:

Lee County Mosquito Control District
Attn: Dr. David Hoel
15191 Homestead Road
Lehigh Acres, FL 33971
239-694-2174
hoel@lcmcd.org

For County:

Charlotte Co. Mosquito Control
Attn: Mr. Scott Schermerhorn
25550 Harbor View Rd, STE 2
Port Charlotte, FL 33980
239-247-1205
scott.schermerhorn@charlottecounty.fl.gov

VI. INTERPRETATION.

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This agreement may not be modified or amended except by written instrument signed by both parties.

VII. RELATIONSHIP.

Neither LCMCD nor any personnel of LCMCD will for any purpose be considered employees or agents of County. Subject to the limitations and provisions of Section VI above, LCMCD assumes full responsibility for the actions of LCMCD personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

VIII. GOVERNING LAW; VENUE.

This agreement, the rights and obligations of the parties hereto and any claims or disputes relating thereto shall be exclusively governed by and construed in accordance with the laws of the State of Florida (without regard to any Florida law which would require the application of the law of any other state or jurisdiction). Venue for any dispute under this Agreement shall be exclusively in the state courts of competent jurisdiction sitting in Lee County, Florida.

IX. ATTORNEYS' FEES.

Any legal action between the parties arising out of this Agreement, any attempts to enforce this agreement, or any breach of this Agreement, the prevailing party may recover its expenses from such legal action, including but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

X. AUTHORITY.

The individuals signing below on behalf of the respective parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective party and that this Agreement is binding upon such party.

This Agreement is for the sole and exclusive benefit to the signatory parties and shall not be construed to bestow any legal right or benefit upon any third parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

Charlotte County, a political subdivision
of the State of Florida

Lee County Mosquito Control District

By: _____
Joseph M. Tiseo, Chairman



By: David Hoel _____
Title Executive Director

Date: _____


Date: July 4, 2025

ATTEST:

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

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:  _____
Janette S. Knowlton, County Attorney
LR25-0718 