

CONTRACT NO. 61025-358

BCC APPROVED 04/08/2025

BOARD RECORDS  
FILED FOR THE RECORD

2025 APR -8 PM 3: 53

**INTERLOCAL AGREEMENT**  
**between**  
**CHARLOTTE COUNTY on behalf of the**  
**COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP (CHNEP)**  
**and**  
**SARASOTA COUNTY**  
**for**  
**SERVICES SUPPORTING CHNEP'S**  
**COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN**

KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY FL

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, FL 33948, and Sarasota County ("SARASOTA COUNTY"), a political subdivision of the State of Florida, 1660 Ringling Blvd., Sarasota, Florida 34236.

**WITNESSETH:**

**WHEREAS**, pursuant to the *Amended and Restated Memorandum of Understanding for Administrative Services by and between CHARLOTTE COUNTY and the Coastal & Heartland National Estuary Partnership*, effective May 23, 2024, CHARLOTTE COUNTY serves as a Host Entity to the CHNEP, entering into agreements with and receiving grant funds from private and public entities on behalf of the CHNEP; and

**WHEREAS**, Chapter 163 of the Florida Statutes permits governmental units, including counties, 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 the CHNEP, desires to engage SARASOTA COUNTY to provide services on project-specific bases to support the CHNEP Comprehensive Conservation and Management Plan ("CCMP") and annual Work Plans to protect and restore natural resources in Sarasota County, 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**, SARASOTA COUNTY 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 SARASOTA COUNTY, 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. PURPOSE**

The purpose of this Agreement is for SARASOTA COUNTY to perform certain activities in support of the CHNEP's CCMP and annual Work Plans within its jurisdictional limits when directed 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 Schedule for completion of the services authorized. Each Work Assignment shall be subject to all the terms and conditions of this Agreement and executed by both Parties. A fully executed Work Assignment returned to SARASOTA COUNTY 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.

## **II. CHARLOTTE COUNTY'S DUTIES**

- A. CHARLOTTE COUNTY shall work with SARASOTA COUNTY and CHNEP to determine appropriate Scopes of Service.
- B. CHARLOTTE COUNTY shall provide fully executed Work Assignments to SARASOTA COUNTY.
- C. CHARLOTTE COUNTY shall pay all invoices in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

## **III. SARASOTA COUNTY'S DUTIES**

- A. SARASOTA COUNTY shall work with CHARLOTTE COUNTY and CHNEP to determine appropriate Scopes of Service.
- B. SARASOTA COUNTY shall 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 the CHNEP.
- C. SARASOTA COUNTY shall invoice CHARLOTTE COUNTY for all work performed using the process agreed to in the Work Assignment, in accordance with Paragraph IV of this Agreement.

## **IV. COMPENSATION**

The amount and method of compensation for SARASOTA COUNTY'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 upon receipt of invoices from SARASOTA COUNTY detailing the tasks and

deliverables for which payment is sought. SARASOTA COUNTY 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 the CHNEP Executive Director. SARASOTA COUNTY shall bill any authorized travel and per diem expenses in accordance with the provisions of Section 112.061 of the Florida Statutes.

**V. PERIOD OF AGREEMENT**

The effective date of this Interlocal Agreement is the date on which it is fully executed. The services of SARASOTA COUNTY 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 VII, below.

**VI. 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 SARASOTA COUNTY and shall be incorporated in written amendments to this Agreement signed by the Parties.

**VII. 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

Jennifer Hecker  
Executive Director  
Coastal & Heartland National Estuary Partnership  
1050 Loveland Blvd.  
Port Charlotte, FL 33980

With a copy to:

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

To: SARASOTA COUNTY:

Sara Kane  
Sustainability and Resilience Manager  
Sarasota County Extension  
6700 Clark Rd.  
Sarasota, FL 34241

- B. In the event the Agreement is terminated, each outstanding Work Assignment is terminated. Upon delivery of work documents prepared or obtained by SARASOTA COUNTY in connection with its services, SARASOTA COUNTY will be paid an amount commensurate with completed tasks and associated deliverables that meet scope requirements as of the effective date of termination.

**VIII. 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.

**IX. INDEPENDENT CONTRACTOR**

- A. The Parties agree that SARASOTA COUNTY, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. SARASOTA COUNTY agrees to take such steps as may be necessary to ensure that each subcontractor of SARASOTA COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent of CHARLOTTE COUNTY.
- B. SARASOTA COUNTY represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- C. SARASOTA COUNTY shall continuously staff the work with SARASOTA COUNTY personnel or appropriate consultants as deemed necessary by SARASOTA COUNTY to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as SARASOTA COUNTY may deem necessary or appropriate.

**X. RIGHT TO WORK PRODUCTS**

All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from SARASOTA COUNTY's services under this Agreement are the property of CHARLOTTE COUNTY on behalf of CHNEP and shall be delivered to CHARLOTTE COUNTY upon request without cost, restriction, or limitation as to use regardless of the format of the document (paper or electronic).

**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 contained 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.*

SARASOTA COUNTY 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 CHARLOTTTE COUNTY and SARASOTA COUNTY under this Agreement, the CHARLOTTE COUNTY Administrator and the SARASOTA COUNTY Administrator shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the respective Administrators shall be final. In the event the Administrators are unable to agree, the matter shall be referred to the respective County Commissions, 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 liability beyond the express limits established in Section 768.20 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement each on this date noted below.

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, FL

By: [Signature]  
Deputy Clerk

Approved as to form and correctness: BM

By: [Signature]  
County Attorney

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: [Signature]  
Chair  
Date: 04/08/2025

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

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

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

ATTEST:

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

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

Approved as to Form and Legal Sufficiency:

By: [Signature]  
Janette S. Knowlton, County Attorney  
LR 25-0125 \_\_\_\_\_

Exhibit List:

Exhibit A – SAMPLE Work Assignment

# EXHIBIT A

WORK ASSIGNMENT # \_\_\_\_\_  
CHARLOTTE COUNTY PURCHASING DIVISION  
CONTRACT NO. \_\_\_\_\_

## \*\*THIS WORK ASSIGNMENT\*\*

1.	Work Assignment #	
2.	Short Title	
3.	Date Submitted	
4.	Amount	
5.	Scheduled Completion	

In presenting this Work Assignment, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Assignment has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Assignment. Unless specified herein, additional information will not be required.

### SUBMITTED AND AGREED TO BY:

BY:

Name of Consultant (Type/Print)

See Attached

Signature

DATE:

### RECOMMENDED AND APPROVED BY:

#### FISCAL REVIEWED BY:

CHARLOTTE COUNTY  
DEPARTMENT DIRECTOR:

CHARLOTTE COUNTY PURCHASING:

CHARLOTTE COUNTY ADMINISTRATION: