

INTERLOCAL AGREEMENT
between
CHARLOTTE COUNTY on behalf of the
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
and
CITY OF PUNTA GORDA
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, FL 33948, and City of Punta Gorda ("PUNTA GORDA"), a political subdivision of the State of Florida, 326 W. Marion Avenue, Punta Gorda, FL 33950, (individually the "Party", collectively the "Parties").

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 February 25, 2025, CHARLOTTE COUNTY serves as the host agency 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 PUNTA GORDA to conduct a joint project in the City of Punta Gorda to support the CHNEP Comprehensive Conservation and Management Plan ("CCMP") and annual Work Plans, as they may be amended from time to time; and

WHEREAS, this Agreement will serve as the agreement between CHARLOTTE COUNTY and PUNTA GORDA, with regards to respective roles and services to be provided in support of the joint Tiki Point Living Shoreline project ("PROJECT").

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 PUNTA GORDA to commit to the construction of the PROJECT, including conducting pre- and post-construction monitoring. The purpose is also for CHNEP to commit to funding and project managing the engineering and design of the PROJECT; preparation of related PROJECT permit applications; and assisting in public outreach to educate citizens about the PROJECT.

II. CHNEP'S DUTIES

Work with PUNTA GORDA to fund and project manage the engineering and design of the PROJECT, prepare related PROJECT permit applications, and conduct public outreach and education activities related to the PROJECT.

III. CITY OF PUNTA GORDA'S DUTIES

Work with CHNEP to conduct pre- and post-construction PROJECT monitoring; submit and obtain necessary permits using permit applications prepared by CHNEP; and to construct PROJECT based on the engineering and design funded and provided by CHNEP – including a *Certificate of Completion* and *As-builts* signed by a Florida-registered Professional Engineer that affirms constructed PROJECT meets all design and engineering specifications as depicted in design and engineering plans.

IV. PERIOD OF AGREEMENT

The effective date of this Agreement is the date on which it is fully executed.

V. 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 PUNTA GORDA and shall be incorporated in written amendments to this Agreement signed by the Parties.

VI. TERMINATION

The commitments in this Agreement will continue from year to year unless this Agreement is further amended by the Parties in writing or until CHARLOTTE COUNTY no longer serves as the host agency to CHNEP, in which case 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
Administration
18500 Murdock Circle
Port Charlotte, FL 33948

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

To: CHNEP

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

To: PUNTA GORDA

City of Punta Gorda
City Manager
326 W. Marion Avenue,
Punta Gorda, FL 33950

VII. 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 shall be construed, controlled, and interpreted according to Florida law.
- C. Any legal action concerning this Agreement shall be filed in Charlotte County, which shall be deemed proper jurisdiction and venue for an action under this Agreement.

VIII. INDEPENDENT CONTRACTOR

- A. The Parties agree that PUNTA GORDA, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. PUNTA GORDA agrees to take such steps as may be necessary to ensure that each subcontractor of PUNTA GORDA

will be deemed to be an independent contractor and will not be considered or permitted to be an agent of CHARLOTTE COUNTY.

- B. PUNTA GORDA represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- C. PUNTA GORDA shall continuously staff the work with PUNTA GORDA personnel or appropriate consultants as deemed necessary by PUNTA GORDA 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 PUNTA GORDA may deem necessary or appropriate.

IX. 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.

X. 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.*

PUNTA GORDA 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.

XI. 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.

XII. DISPUTES

In the event of a dispute between CHARLOTTE COUNTY and PUNTA GORDA under this Agreement, the CHARLOTTE COUNTY Administrator, or his/her designee and the PUNTA GORDA City Manager, or his/her designee, shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the respective Parties shall be final. In the event the Parties herein 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.

XIII. 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.

XIV. COUNTERPARTS

This Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CHARLOTTE COUNTY on behalf of the CHNEP and PUNTA GORDA 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
LR26-0114 _____

PUNTA GORDA CITY COUNCIL

ATTEST:

By: _____
Deborah Lux, Mayor

By: _____
Sara Welch
City Clerk

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
Steven Leskovich, J.D., Ed.D., City Attorney
FL Bar No. 0194840