

INTERLOCAL AGREEMENT
between
CHARLOTTE COUNTY on behalf of the
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
and
LEE COUNTY
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 LEE COUNTY ("LEE COUNTY"), a political subdivision of the State of Florida, P.O. Box 398, Fort Myers, Florida 33902.

WITNESSETH:

WHEREAS, pursuant to the *Memorandum of Understanding for Administrative Services by and between Charlotte County and the Coastal & Heartland National Estuary Partnership*, effective October 1, 2022, 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 LEE COUNTY to provide services on project-specific bases 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, CHARLOTTE COUNTY, on behalf of CHNEP, desires to implement each specific project via the issuance of a Work Assignment; and

WHEREAS, LEE 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 LEE 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 LEE COUNTY to perform certain activities in support of the 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 LEE 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. Work with LEE COUNTY and CHNEP to determine appropriate Scopes of Service.
- B. Provide fully executed Work Assignments to LEE COUNTY.
- C. Pay all invoices in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

III. LEE COUNTY'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 the CHNEP.
- C. 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 LEE 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 LEE COUNTY detailing the tasks and deliverables for which payment is sought. LEE 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. LEE 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 LEE 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 LEE 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: LEE COUNTY:

Lee County Parks & Recreation
Attn.: Director
3410 Palm Beach Blvd
Ft. Myers, FL 33916

And to:

Lee County Natural Resources
Attn: Director
1500 Monroe St.
Ft. Myers, FL 33901

With a copy to:

Lee County
Attn: County Attorney
1500 Monroe Street
Ft. Myers, FL 33901

- B. In the event the Agreement is terminated, each outstanding Work Assignment is terminated and LEE 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, JURIDICITION, 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. 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.

X. 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.

XI. 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.*

LEE 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.

XII. 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.

XIII. DISPUTES

In the event of a dispute between CHARLOTTTE COUNTY and LEE COUNTY under this Agreement, the CHARLOTTE COUNTY Administrator and the LEE 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 Chater 164 of the Florida Statutes.

XIV. 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]

IN WITNESS WHEREOF, CHARLOTTE COUNTY, and LEE COUNTY have entered into this Agreement as of the last date written below.

ATTEST: KEVIN C. KARNES,
CLERK OF CIRCUIT COURT

By: _____

Deputy Clerk



ATTEST:

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

By: _____

Deputy Clerk

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Chair/Designee

Date: _____

02/13/2024

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

By: _____

Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____

William G. Truex, Chairman

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Janette S. Knowlton, County Attorney
LR23-1005

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, Contracting Party 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: