

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH PORT, FLORIDA AND
CHARLOTTE COUNTY FOR DESIGN, ENGINEERING, AND PERMITTING
OF JOINT ROAD WIDENING PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (the "City") and Charlotte County, Florida, a political subdivision of the State of Florida (the "County").

WHEREAS, the City and the County are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the City and the County are authorized by general law to provide for the design, engineering, and permitting of roads within their respective jurisdictions; and

WHEREAS, Cranberry Boulevard is a vital roadway linking U.S. Highway 41 through the City and a need to widen and improve Cranberry Boulevard is recognized by the parties; and

WHEREAS, Hillsborough Boulevard transects the southern limits of the City and the northern limits of the County; and

WHEREAS, the Charlotte County-Punta Gorda 2040 Long Range Transportation Plan provides for the widening of Hillsborough Boulevard to four lanes; and

WHEREAS, traffic at the confluence of Cranberry Boulevard and Hillsborough Boulevard with U.S. Highway 41 is already congested; and

WHEREAS, recent and future developments in the City and the County have and will continue to contribute to a steady increase in traffic; and

WHEREAS, the parties intend to coordinate resources for the widening of Cranberry Boulevard and for improvements to the intersections at U.S. Highway 41 and Hillsborough Boulevard; and

WHEREAS, the parties agree to share the cost associated with this project; and

WHEREAS, following the completion of this Agreement, and as determined by the selected geometric reconfiguration of the roads, the parties will be required to acquire certain real property before beginning any construction on the roadways. It is the intent of the parties to enter into an interlocal agreement related to the land acquisition and construction of the road project following the completion of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the City and the County hereby agree as follows:

1. **THE PROJECT.** The purpose of this Agreement is to provide resources for the design, engineering, and permitting of the roadway widening of Cranberry Boulevard to four lanes between U.S. Highway 41 and Hillsborough Boulevard, and for improvements to the intersections at U.S. Highway 41 and Hillsborough Boulevard which are located within the jurisdiction of both the City and the County (collectively the "Project").

2. **PROJECT COST.** The City and the County agree to equally fund the following Project costs and to split the costs presented equally between the parties:

2.1 The engineering study for an intersection analysis, at a cost of **\$142,393.04**; and

2.2 The actual cost, which shall not exceed **\$300,000.00**, for the design and permitting of a selected geometric reconfiguration for the connection of Cranberry Boulevard, Hillsborough Boulevard, and U.S. Highway 41.

3. **CITY RESPONSIBILITIES.**

3.1 The City shall engage design professionals and contractors to perform the Project. The City will issue all solicitations required for the Project, manage the Project, and cause the Project to be performed.

3.2 The City shall ensure that County staff are kept informed of Project progress. The City will provide information on Project progress to the County by email through the County's contact person identified in Section 8 below. Throughout the Project, the parties will collaborate through joint staff meetings, including but not limited to the following Project phases: (a) intersection reconfiguration alternatives analysis and selection; (b) design and permitting of selected reconfiguration alternative; and (c) identification of land needed for acquisition.

3.3 The Project shall be designed to meet all applicable federal, state, and local laws and specifications unless otherwise mutually agreed upon in writing by both the City and the County. Prior to completion of the design, additional rights-of-way required for the intersection reconfiguration and the estimated construction costs will be provided to the parties by the design consultant.

3.4 As the City incurs costs, the City shall submit to the County monthly invoices for fifty percent (50%) of the City's monthly costs associated with the Project. Invoices shall detail the nature of the services performed, refer to the specific work performed, and include pertinent backup for the invoiced amount attached as separate documents.

3.5 Upon the completion of the Project, the City shall deliver to the County certified record drawings and all other pertinent engineering documents generated for the Project.

4. **COUNTY RESPONSIBILITIES.**

4.1 In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, the County's payments to the City shall be due forty-five (45) days after receipt of an invoice. The County's failure to pay an invoice may be a breach of this Agreement and a dispute subject to be resolved pursuant to Section 9 of this Agreement.

4.2 Invoices submitted by the City shall be subject to review by the Charlotte County Director of Public Works or designee. The County shall have fifteen (15) days following receipt of an invoice to notify the City if it does not approve the work as invoiced. The County's failure to dispute the invoice within fifteen (15) days following receipt shall serve as its acceptance of the work as invoiced. If the County does object to the work as invoiced the parties will collaborate and negotiate with the contractor for reevaluation and adjustment of the invoice.

5. **INDEMNIFICATION.** THE COUNTY AND THE CITY AGREE TO DEFEND, INDEMNIFY, AND SAVE HARMLESS THE OTHER PARTY, ITS AGENTS, OFFICIALS, AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST THE OTHER PARTY AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE INDEMNIFYING PARTY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION OF SUIT OR OTHER PROCEEDINGS, THE PARTY SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTY WITHOUT THE CONSENT OF THE INDEMNIFYING PARTY. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. **TERM/TERMINATION.**

6.1 The term of this Agreement begins on the date the last party ratifies and approves the Agreement and shall terminate upon the completion of the Project or as otherwise detailed herein.

6.2 Either party may terminate this Agreement with or without cause. Upon such termination, each party must pay fifty percent (50%) of the costs incurred up to the effective date of the termination.

6.3 Termination shall be affected by the delivery of a written notice of termination to the non-terminating party at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective.

7. **REMEDIES.** In the event of a default or breach of the Agreement terms, the parties may avail themselves of each and every remedy specifically given to them now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the party. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The parties' rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to them in law or in equity.

8. **NOTICES.** Except as provided in Sections 3 and 4 above, in the event either party desires or is required to provide notice or other document to the other, that party shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

For the City:

Name: Gerardo Traverso, P.E., PMP
Title: Engineering Division Manager
Address: 1100 N. Chamberlain Blvd., North Port, FL 34286
Phone: 941-240-8091
Email: gtraverso@cityofnorthport.com

With copies of notices to:

Title: City Attorney's Office
Address: 4970 City Hall Blvd, North Port, FL 34286
Phone: 941-429-7260
Email: northportcityattorney@cityofnorthport.com

For the County:

Name: Joanne Vernon, P.E.
Title: County Engineer
Address: 401 Taylor Street, Unit 104, Punta Gorda, FL 33950
Phone: 941-575-3661
Email: Joanne.Vernon@charlottecountyfl.gov

With billings sent to:

Name: Linda Rohmer Free
Title: Sr. Financial Analyst, Capital Projects
Address: Charlotte County Fiscal Services Division, 18500 Murdock Circle, Suite B109, Port Charlotte, FL 33948

9. **DISPUTE RESOLUTION.** In the event of a dispute between the City and the County under this Interlocal Agreement, the parties shall utilize the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

10. **MISCELLANEOUS.**

10.1 **Authority to Execute Agreement.** The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any

corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

10.2 Entire Agreement. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written, with respect to the subject matter. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, and understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document.

10.3 Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase the City's financial obligations under this Agreement. Only the City Commission can approve amendments that increase the City's financial obligations under this Agreement.

10.4 Severability. In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties, provided that the rights and obligations of the parties are not materially prejudiced, and the intentions of the parties can continue. One or more waiver by either party of any breach of any provision, term, condition, or covenant of this Agreement shall not be construed as a waiver of a subsequent breach by either party.

10.5 Florida Law and Venue. The rights, obligations, and remedies of the parties under this Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

10.6 Prohibition Against Assignment. Neither party shall assign this Agreement, or any interest therein or any right or privilege appurtenant thereto, without the written consent of the other party. A party's consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any unauthorized assignment is void and shall terminate this Agreement at the option of the party not making the assignment.

10.7 Binding Effect. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

10.8 Execution. This Agreement shall be executed in duplicate and each duplicate shall be considered an original.

10.9 Non-Discrimination. The parties do not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of their programs, activities, or services. The parties shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family, or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

10.10 No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.

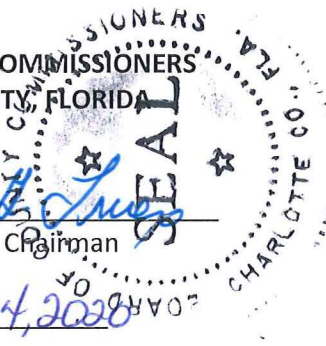
10.11 Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates written below.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: William G. Truex
William G. Truex, Chairman

Date: March 27, 2020

The seal is circular with the text "BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA" around the perimeter. In the center, there is a five-pointed star and the word "SEAL" written vertically.

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

By: Michelle DuBernardo
Deputy Clerk AGR2020-011

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR18-0231 PSP PSP

CITY OF NORTH PORT, FLORIDA

By: Debbie McDowell
Debbie McDowell, Mayor

Date: January 28, 2020

ATTEST

Heather Taylor
Heather Taylor, CMC
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
Amber L. Slayton
City Attorney