

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PUNTA GORDA AND SOUTHWEST FLORIDA REGIONAL
PLANNING COUNCIL
FOR ASSISTANCE WITH CHARLOTE HARBOR NATIONAL
ESTUARY PROGRAM PUBLICATIONS**

This Interlocal Agreement (“Agreement”) is made and entered into by and between the City of Punta Gorda, a Florida Municipal Corporation, (hereinafter “City”), 326 West Marion Ave., Punta Gorda, FL. 33950 and the Southwest Florida Regional Planning Council (hereinafter “SWFRPC”), 1400 Colonial Boulevard, Suite 1, Fort Myers, FL. 33907

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers and resources by enabling cooperation on the basis of mutual advantage; and

WHEREAS, City and SWFRPC desire to enter into an interlocal agreement under which SWFRPC will provide assistance with the Charlotte Harbor National Estuary Program publications when directed by the City; and

WHEREAS, entering into this Agreement will serve the mutual best interests of City and SWFRPC and offer each an advantage in service to the public.

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

1. **PURPOSE:** The purpose of this Agreement is for SWFRPC to provide assistance with Charlotte Harbor National Estuary Program publications when directed by the City.
2. **City’s Duties –** City shall perform the following:
 - a. The City shall provide SWFRPC a written statement of work as services are required.
 - b. The City will issue purchase orders for all City approved statements of work.
 - c. The City will pay all invoices in accordance with Sections 218.70 through 218.80, Florida Statutes, the Local Government Prompt Payment Act.
3. **SWFRPC Duties:** SWFRPC shall perform the following:
 - a. Perform all services, provide deliverables, and complete the services within schedule or timeline agreed upon in each statement of work approved by the City.
 - b. Invoice the City for all work performed at the prices agreed to in the statement of work.
 - c. Any changes to the Statement of Work shall require prior written approval by the City’s award authority and revision to the Purchase Order prior to work being performed.

4. PAYMENT: Within thirty (30) days of providing the service, SWFRPC shall submit an invoice for payment to the City for processing and City shall pay SWFRPC billings under this subsection in accordance with Sections 218.70 through 218.80, Florida Statutes, the Local Government Prompt Payment Act.

5. ENTIRE AGREEMENT: 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.

6. AMENDMENTS: This Agreement may be amended only by the written consent of both parties.

7. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and same instrument.

8. SEVERABILITY: In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any such breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

9. DISPUTES: Any dispute involving litigation between the County and the City is subject to all provisions of Chapter 164, Florida Statutes.

10. APPLICABLE LAW: This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

11. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

12. 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 hereof to any other person or entity without the prior written consent of the other party.

13. TERM/TERMINATION: The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either or both parties. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

14. EFFECTIVE DATE: This Agreement shall take effect upon signing of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purpose herein expressed.

CITY OF PUNTA GORDA, FLORIDA

Nancy Prafke, Mayor

Date: _____

ATTEST:

KAREN SMITH, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DAVID M. LEVIN, City Attorney

SOUTHWEST FLORIDA REGIONAL PLANNING
COUNCIL, FLORIDA

By: Margaret Wuerstle
MARGARET WUERSTLE, Executive Director

ATTEST:

Date: 3-12-19

By: Rebekah Harp
REBEKAH HARP, Manager/Digital Designer