

INTERLOCAL AGREEMENT  
FOR THE PURPOSE OF LAND MANAGEMENT OF CONSERVATION COLLIER PROPERTIES  
BY AND BETWEEN CONSERVATION COLLIER  
AND COLLIER SOIL AND WATER CONSERVATION DISTRICT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Collier County Board of County Commissioners (County) and Collier Soil and Water Conservation District (Contractor).

WITNESETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes was promulgated to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will afford the best services to communities taking into account geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Conservation Collier is required to manage properties pursuant to Ordinance No. 2002-63, as amended ~~Collier County Land Development Code, as adopted through Ord. No. 04-41 on June 22, 2004 in all parts of Collier County, Florida;~~ and





WHEREAS, Conservation Collier desires that Collier Soil and Water Conservation District provide land management under the jurisdiction of its Board of Supervisors for the purpose of providing for the management of Conservation Collier properties within the boundaries of Collier County, Florida; and

WHEREAS, Conservation Collier is obligated under Ord. No. 2002-63, et.seq., to manage rare habitat, aquifer recharge, flood control, water quality protection and listed species habitat management, issues as described in benefit of present and future generations; and

WHEREAS, the parties have agreed that Collier Soil and Water Conservation District will provide field monitoring sheets and common management data in ArcGIS format on each property managed as described in Amendment 1 and Amendment 2 (Draft); and

WHEREAS, cooperation between the parties and the management of Conservation Collier properties serves a public purpose and benefits the public interests.

NOW, THEREFORE, the parties agree as follows:

1. The parties will cooperate and work together in establishing the common goal of providing for uniform and centralized management of Conservation Collier properties.
2. Conservation Collier agrees to pay five hundred dollars (\$500) to Collier Soil and Water Conservation District for preparation of a comprehensive vegetative evaluation; Uniform Mitigation Assessment Method assessment, and a  FCS evaluation on each Conservation Collier property offered for management and to prepare a monitoring and treatment program for managing rare habitat, aquifer recharge, flood control, water quality protection and listed species habitat management issues arising from land ownership responsibilities identified in the Land Development Code and Conservation Collier Ordinance.
3. Conservation Collier agrees to pay to Collier Soil and Water Conservation District annual fees at \$165/contiguous parcels or \$250 per parcel for non-contiguous parcels, annually, for each Conservation Collier property managed.
4. Monitoring reports will be completed within 30-days of pro  ty entry and payment is due upon delivery and acceptance of a monitoring and treatment report , and the receipt of a proper invoice in accordance with Section 218.70, Flor  Statutes, also known as the "Florida Prompt Payment Act".
5. **Treatment report data shall conform to Amendment 1 and will be provided to Conservation Collier if Collier Soil and Water Conservation District is not used to implement monitoring plan recommendations.\***

6. Collier Soil and Water Conservation District will provide GIS information as shown in Amendment 1.
7. It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.
8. Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.
9. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center  
Purchasing Department - Purchasing Building  
3301 Tamiami Trail, East  
Naples, Florida 34112  
Attention: Steve Carnell, Purchasing/GS Director  
Telephone: 239-252-8371  
Facsimile: 239-252-6584

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement **must be in writing.**

7. This agreement shall be administered by Conservation Collier.
8. Collier Soil and Water Conservation District will pay all applicable taxes related to the performance of services under this interlocal agreement. This includes income, Social Security, Medicare, and self-employment taxes. Collier Soil and Water Conservation District will also pay any unemployment contributions related to the performance of services under this contract. Collier Soil and Water Conservation District will reimburse Conservation Collier if Collier County is required to pay such taxes or unemployment contributions.
9. Fringe Benefits: Neither Collier Soil and Water Conservation District nor Collier Soil and Water Conservation District's employees are eligible to participate in any employee pension, health, vacation pay, sick pay nor other fringe benefit plan of Conservation Collier.
10. Invoices: Payment will be made upon receipt of a proper invoice and in compliance with Section 218.70, Fla. Stats., otherwise known as the "Florida Prompt Payment Act".
11. Independent Collier Soil and Water Conservation District Status: The parties intend Collier Soil and Water Conservation District to be independent in the performance of the services. Collier Soil and Water Conservation District will have the right to control and determine the methods and means of performing the contractual services.

12. Assistants: Collier Soil and Water Conservation District, at Collier Soil and Water Conservation District's expense, may employ assistants as the Collier Soil and Water Conservation District Board of Supervisors deems appropriate to perform the contractual services. Collier Soil and Water Conservation District will be responsible for paying these assistants as well as any expense attributable to them including income, Social Security and Medicare taxes, and unemployment contributions. Collier Soil and Water Conservation District will maintain workers' compensation insurance for all of its employees.
13. Equipment and Supplies: Collier Soil and Water Conservation District, at Collier Soil and Water Conservation District's expense, will provide all equipment, tools and supplies necessary to perform the contractual services, except for the following, which will be provided by Conservation Collier:
  - Map data necessary to complete the initial property evaluation and design a monitoring and treatment plan.
  - Paper and digital copies of existing boundary and topographic surveys, regulatory agency wetland surveys, permits, models and written verifications or other subject documents pertaining to the property.
  - Coordination and negotiations, as needed.
14. Expenses: Collier Soil and Water Conservation District will be responsible for all expenses required for the performance of the contractual services.
15. Dispute Resolution: Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of CONSULTANT with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached during negotiations to OWNER for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of CONSULTANT with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached at mediation to OWNER'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

15. Entire Agreement: This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
16. Successors and Assignees: This agreement binds and benefits the heirs, successors and assignees of the parties.
17. The contract shall be for a one (1) year period, commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for three (3) additional one (1) year periods. The County shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

17. Indemnification: To the extent permitted by law, the parties indemnify, defend, save, and hold harmless each other, their officers, agents, and/or employees from and against any and all losses, penalties, damages, professional fees, including reasonable attorney's fees and all costs of litigation and judgments, arising out of any willful misconduct or negligent act, error, or omission of the other arising out of or incidental to the parties, or the failure of the parties to perform any duties under this Agreement.
18. No Partnership. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

19. Permits: Licenses: Taxes. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.
20. No Improper Use. The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
21. Insurance. The Contractor shall provide insurance as follows:
  - A. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
  - B. Business Auto Liability: Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
  - C. Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

Special Requirements: Collier County shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Contractor shall insure that all subContractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

COLLIER SOIL AND WATER CONSERVATION DISTRICT  
BY ITS BOARD OF SUPERVISORS

\_\_\_\_\_  
Stan Weiner, P.E., Chairman

\_\_\_\_\_  
Michael Simonik, Vice Chairman

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

ATTEST:  
Dwight E. Brock, Clerk of Courts

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Tom Henning, Chairman

(SEAL)

Approved as to form and  
legal sufficiency:  
Assistant County Attorney

\_\_\_\_\_  
Print Name

\*Revisions were provided January 31, 2008 by Dennis Vasey