

INTERLOCAL AGREEMENT BETWEEN
POLK COUNTY, FLORIDA AND HIGHLANDS COUNTY, FLORIDA
FOR EXPANSION AND RENOVATION OF THE POLK
COUNTY MEDICAL EXAMINER'S FACILITY

This AGREEMENT is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida, 33870 ("HIGHLANDS COUNTY") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("POLK COUNTY"). HIGHLANDS COUNTY, and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, POLK COUNTY and HIGHLANDS COUNTY are authorized under Chapter 163, Florida Statutes, to enter into an Interlocal Agreement to make the most efficient use of their respective powers, resources, authorities and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner that will best utilize existing resources, powers and capabilities available to each of them; and

WHEREAS, the District 10 Medical Examiner's Office, located at 1021 Jim Keene Blvd, Winter Haven Florida, 33880 (the "Medical Examiner's Office") serves POLK COUNTY, HIGHLANDS COUNTY, and Hardee County; and

WHEREAS, POLK COUNTY is the fastest growing county in Florida and one of the fastest growing counties in the country; and

WHEREAS, as a result of the population growth, the Medical Examiner's Office has outgrown its current facility; and

WHEREAS, A feasibility study, completed by Furr, Wegman and Banks Architects on March 5, 2024, confirmed the need for expansion; and

WHEREAS, the estimated construction cost for a suitable expansion and renovation is Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00); and

WHEREAS, POLK COUNTY solicited for professional services via Request for Proposal (RFP) 25-186 for "Architectural and Engineering Services for Medical Examiner's Office Expansion," and;

WHEREAS, Pursuant to RFP 25-186, POLK COUNTY selected PBK Architects Florida, Inc. (formerly Harvard Jolly, Inc.) to undertake the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY and PBK Architects Florida, Inc. entered into an Architectural & Engineering Services Agreement on September 2, 2025, for the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY issued the Notice to Proceed on October 2, 2025; and

WHEREAS, because the Medical Examiner's Office also serves HIGHLANDS COUNTY, HIGHLANDS COUNTY has agreed to contribute toward the Medical Examiner's Office expansion and renovation in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00); and

WHEREAS, POLK COUNTY and HIGHLANDS COUNTY desire to have a formal written agreement related to the expansion and renovation of the Medical Examiner's Office and HIGHLANDS COUNTY'S contribution thereof; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I RECITALS, AUTHORITY, PURPOSE, AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law

1.3 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which HIGHLANDS COUNTY shall contribute to the funding of the Medical Examiner's Office expansion and renovation.

1.4 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II AGREEMENT

2.1 **HIGHLANDS COUNTY'S Obligations Under this Agreement.** HIGHLANDS COUNTY hereby agrees to assist POLK COUNTY with the Medical Examiner's Office expansion and renovation. HIGHLANDS COUNTY shall provide a single one-time payment to POLK COUNTY in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

2.2 **POLK COUNTY'S Obligations Under this Agreement.** POLK COUNTY shall diligently pursue the completion of the expansion and renovation being financed with the proceeds of this Agreement. POLK COUNTY shall use all funds provided by HIGHLANDS COUNTY under this Agreement solely for the expansion and renovation of the Medical Examiner's Office.

2.3 **Payment Terms.** POLK COUNTY shall issue an invoice to HIGHLANDS COUNTY no later than thirty (30) days after the Effective Date of this Agreement. HIGHLANDS

COUNTY shall remit payment no later than sixty (60) days upon receipt of the invoice.

2.4 **Audit Records.** Pursuant to Section 129.07 F.S., and Section 163.01(11), F.S., POLK COUNTY shall maintain accurate financial records of all funds received and expended under this Agreement for five (5) years. Upon request POLK COUNTY shall provide HIGHLANDS COUNTY with an accurate accounting of the expenditures made with the funds provided by HIGHLANDS COUNTY in accordance herewith. If any expenditure is found to be inconsistent with this Agreement, POLK COUNTY shall reimburse HIGHLANDS COUNTY for the disallowed amount within thirty (30) days of written notice.

ARTICLE III MISCELLANEOUS PROVISIONS

3.1 **Notice.** Whenever a Party desires to give notice to any other Party, it must be given by written notice delivered: (i) via registered or certified United States mail, postage prepaid with return receipt requested or (ii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by each Party. Notices hereunder may also be delivered by counsel. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

3.1.1 Notices to POLK COUNTY shall be:

Chairman
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:

County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01
Bartow, Florida 33830

3.1.2 Notices to HIGHLANDS COUNTY shall be:

Highlands County
Attn: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, FL 33870

With a copy to:

Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, FL 33870
ssutphen@roperpa.com

3.2 **Severability.** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

3.3 **Effective Date.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the recording of the fully executed Agreement with the Clerks of the Circuit Court of POLK and HIGHLANDS COUNTIES, whichever is last.

3.4 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or federal holiday.

3.5 **Limitation of Liability.** IN NO EVENT, SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE DEFAULTING PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

3.6 **Waiver.** A waiver by any Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by any Party with the knowledge of any other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

3.7 **Attorneys' Fees and Costs.** Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

3.8 **Modification or Extension.** This Agreement may only be modified or extended in time by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

3.9 **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the matters stated herein, whether written or oral.

3.10 **Counter parts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

3.11 **Indemnification.** To the extent permitted by law, and without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each Party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses,

including attorney's fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying Party's failure to comply with the provisions of this Agreement. Nothing herein shall be deemed a waiver, express or implied, of either Party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

3.12 **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida..

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

3.14 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15 **Disclaimer of Third-Party Rights.** Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than POLK COUNTY and HIGHLANDS COUNTY.

3.16 **Termination.** Any Party may terminate this Agreement, for convenience upon ninety (90) days written notice to the other, or immediately for cause if the other party breaches this Agreement and fails to cure such breach within thirty (30) days written notice of the breach. On or before the expiration of the notice period related to the termination, POLK COUNTY shall provide HIGHLANDS COUNTY with an accounting of all expenditures made utilizing the funds contributed by HIGHLANDS COUNTY in accordance herewith. POLK COUNTY shall return any portion of the contribution which is not utilized for the purposes set forth herein as of the date that the notice of termination is provided. Such amounts shall be returned to HIGHLANDS within thirty (30) days after the expiration of the notice period related to the termination of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Don Elwell, Chairman

By: _____
Martha Santiago, Ed. D, Chair

Date: _____

Date: _____

ATTEST:
Jerome Kaszubowski, Clerk of the Board

ATTEST:
Stacy M. Butterfield, Clerk to the Board

By: _____

By: _____

Print Name:

Print Name:

Title: _____

Title: _____

(SEAL)

(SEAL)

Reviewed as to Form and Legal Sufficiency

Reviewed as to Form and Legal Sufficiency

By: _____

By:  _____

County Attorney's Office

County Attorney's Office