

**INTERLOCAL AGREEMENT BETWEEN  
POLK COUNTY, FLORIDA AND HIGHLANDS COUNTY, FLORIDA  
FOR FUTURE ROADWAY IMPROVEMENTS ON WEST COUNTY LINE ROAD**

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**, West County Line Road is a collector road running west from U.S. 27 along the county line between Polk County and Highlands County in Sections 04/05/06, Township 33, Range 28 in Highlands County and Sections 31/32/33, Township 32, Range 28 in Polk County, Florida; and

**WHEREAS**, West County Line Road meanders along the county line with the portion generally north of centerline lying in Polk County and the portion generally south of centerline lying in Highlands County between North Baker Road and the intersection of U.S. 27 North; and

**WHEREAS**, POLK COUNTY and HIGHLANDS COUNTY desire to have a formal written agreement for the maintenance, capital improvements, and future land development improvements for West County Line Road located in both Polk County and Highlands County jurisdictions; 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 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 **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 **Location of Affected Roadway.** West County Line Road, identified as Polk County Road number 253302, beginning at the intersection of North Baker Road and ending at the intersection of US Highway 27 North, an approximate length of TEN THOUSAND, SEVEN HUNDRED AND FIFTY-NINE LINEAR FEET (the "Affected Roadway").

2.2 **Polk County's Obligations Under this Agreement.** POLK COUNTY shall notify HIGHLANDS COUNTY within five (5) working days of receipt of any development application submitted to POLK COUNTY for development within the jurisdictional boundary of POLK COUNTY which would provide for development with an access point or points on the Affected Roadway. HIGHLANDS COUNTY shall provide to POLK COUNTY its comments within ten (10) working days of receipt of said application. There is no intent for this Agreement to restrict POLK COUNTY's authority to make land use decisions for development within the jurisdictional boundary of POLK COUNTY.

2.3 **Highlands County's Obligations Under this Agreement.** HIGHLANDS COUNTY shall be fully responsible for all future pavement patching, cross road culvert maintenance, signage maintenance, striping maintenance drainage maintenance, ditch maintenance, right-of-way mowing, tree trimming, litter removal, and right-of-way permitting activities for the entire width of the Affected Roadway's right-of-way.

2.4 **Future Roadway Improvements.**

A. The Parties hereby agree to confer with one another each year by February 1, beginning in 2023, to determine the equal cost share for any and all capital improvements to the Affected Roadway which shall mean improvements beyond the minor improvements set forth in Section 2.3 above which are obligations of HIGHLANDS COUNTY. After the capital improvement cost is determined, each party agrees to include the same in its budget for the upcoming fiscal year.

B. Each party reserves the right to determine the best legally available source of funds to use for its share of the capital improvement costs contemplated hereby. Any obligations under this section shall not be deemed to constitute a debt, liability, or obligation of either POLK COUNTY or HIGHLANDS COUNTY or State or any other political subdivision thereof, or a pledge of the faith and credit of either County or the State or any political subdivision thereof or

be deemed as a pledge of its ad valorem taxing power as a method of meeting said obligations.

**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

With a copy to:

Division Director  
Polk County Roads and Drainage Division  
P.O. Box 9005, Drawer TR01  
Bartow, Florida 33830

3.1.2 Notices to HIGHLANDS COUNTY shall be:

County Administrator Highlands County Board of County  
Commissioners  
600 South Commerce Avenue  
Sebring, FL 33870

With a copy to:

County Attorney  
Highlands County Board of County Commissioners  
600 South Commerce Avenue  
Sebring, FL 33870

With a copy to:

Department Director  
Highlands County Road and Bridge Department  
600 South Commerce Avenue  
Sebring, FL 33870

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, with or without cause, with at least six (6) months prior written notice.

**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: Kathleen D. Rapp  
Kathleen G. Rapp, Chairman

By: \_\_\_\_\_  
Martha Santiago, Chairman

Date: 8/02/2022

Date: \_\_\_\_\_

ATTEST:  
Jerome Kaszubowski, Clerk of the Board

ATTEST:  
Stacy M. Butterfield, Clerk to the Board

By: J. Kass

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

Print Name: JEROME KASZUBOWSKI

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

Title: Clerk of Court

Title: \_\_\_\_\_

(SEAL)



(SEAL)

Reviewed as to Form and Legal Sufficiency

Reviewed as to Form and Legal Sufficiency

By: S. Sulzhen  
County Attorney's Office

By: C. G. van  
County Attorney's Office