

# **INTERLOCAL AGREEMENT**

## **BETWEEN**

**Central Florida Regional Planning Council (COUNCIL)**

**and**

**Polk County, a political subdivision of the State of Florida (COUNTY)**

This Interlocal Agreement (“Agreement”), entered into as of the Effective Date as set forth below, pursuant to and in compliance with the “Florida Interlocal Cooperation Act of 1969,” Section 163.01, Florida Statutes (referred to herein as “the Act”), by the Central Florida Regional Planning Council (referred to herein as the “COUNCIL”), a Florida state agency existing and operating pursuant to the “Florida Regional Planning Council Act,” Sections 186.501-186.513, Florida Statutes, and Polk County, a political subdivision of the State of Florida, (referred to herein as the “COUNTY”). The COUNCIL and the COUNTY shall collectively be referred to herein as “PARTIES”.

## **BACKGROUND**

- A.** The COUNTY entered into a Grant Agreement (#23PLN124) with the State of Florida Department of Environmental Protection (“FDEP”), hereafter, together with the Attachments and Exhibits attached thereto, collectively referred to as the “GRANT AGREEMENT”, a copy of which is attached hereto as **Exhibit “A”** for the purpose of preparing a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes as well as inform a Local Mitigation Strategy for Polk County.
- B.** The COUNTY desires to engage the COUNCIL to provide professional services to assist the COUNTY to complete the Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes as well as inform a Local Mitigation Strategy as detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT.
- C.** The COUNCIL acknowledges the GRANT AGREEMENT between the State of Florida Department of Environmental Protection and the COUNTY which is provided as **Exhibit “A”** of this Agreement.
- D.** The COUNCIL desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

## **I. GENERAL**

The COUNTY engages the COUNCIL to assist the COUNTY in completing the Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes as well as inform a Local Mitigation Strategy as detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT. The COUNCIL shall provide professional services required under this Agreement with the COUNTY.

## II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT, and provided as Attachment A of this Agreement, and shall satisfy all requirements of the guidelines specified therein.

## III. COMPENSATION

As consideration for performance of Work, the COUNTY agrees to pay a fee not to exceed \$500,000 (five hundred thousand dollars) to be paid in eleven (11) payments as follows.

Task No.	Task Title	Total Amount	Task Due Date
1	Kick Off Meeting	\$10,000	11/30/2023
2	Assemble Steering Committee	\$5,000	11/30/2023
3	Conduct Steering Committee Meetings	\$10,000	1/31/2024
4	Public Outreach Meeting #1	\$15,000	1/30/2024
5	Acquire Background Data	\$175,000	3/8/2024
6	Exposure Analysis	\$80,000	9/30/2024
7	Sensitivity Analysis	\$80,000	11/30/2024
8	Public Outreach Meeting #2	\$15,000	11/30/2024
9	Final Vulnerability Assessment Report, Maps, and Tables	\$80,000	3/31/2025
10	Public Presentation	\$10,000	3/31/2025
11	Local Mitigation Strategy	\$20,000	3/31/2025
	<b>Total</b>	<b>\$500,000</b>	

Payment shall be made upon receipt of an acceptable completed invoice and deliverable from the COUNCIL. Because the FDEP GRANT AGREEMENT is cost reimbursable, the COUNTY will be reimbursed after proof of payment to the COUNCIL is provided. Project deliverables will be consistent with the Grant Work Plan provided in Attachment A of this Agreement and Attachment 3 of the GRANT AGREEMENT.

#### **IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be complete by March 31, 2025.

#### **V. MODIFICATION OF AGREEMENT**

- A. Either PARTY may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate; however, any such changes shall be mutually agreed upon by and between the PARTIES, and memorialized into a written amendment to this agreement.
- B. Any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both PARTIES.

#### **VI. TERMINATION**

- A. Either PARTY may terminate this Agreement without cause with a minimum of thirty (30) days written notice. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- B. In the event the Agreement is terminated, the COUNCIL will be paid an amount commensurate with the work satisfactorily completed as of the effective date of termination based on Work performed in accordance with the tasks contained in the scope of work and corresponding hourly costs of the employees involved in completing the work.

#### **VII. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE**

- A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- B. Any legal action by either PARTY against the other concerning this Agreement shall be filed in Polk County, Florida, which shall be deemed proper jurisdiction and venue for the action.

#### **VIII. INDEPENDENT CONTRACTOR**

- A. The PARTIES agree that COUNCIL, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. The COUNCIL agrees to take such steps as may be necessary to ensure that each subcontractor of the COUNCIL will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the COUNTY or the State of Florida.
- B. The COUNCIL shall not pledge the COUNTY's, the State of Florida's nor the Florida Department of Equal Opportunity's credit, nor make the COUNTY, State of Florida or Department of Equal Opportunity a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- C. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- D. The COUNCIL shall continuously staff the Work with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

#### **IX. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request by the COUNCIL, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of Work of the COUNCIL under this Agreement.

#### **X. RIGHT TO WORK PRODUCTS**

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material shall become the property of the COUNTY upon final payment for the services included herein.

#### **XI. ASSIGNMENT**

This Agreement shall not be assignable.

#### **XII. UNAUTHORIZED ALIENS**

The COUNCIL shall not knowingly employ unauthorized aliens as described in Section 274A(e) of the Immigration and Nationality Act.

#### **XIII. EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this paragraph

*Employee assigned to this Agreement* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the agreement.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for COUNCIL or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

(b) *Enrollment and verification requirements.*

- (1) The COUNCIL must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

(ii) *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

- (2) The COUNCIL shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security

Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The COUNCIL is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL through the E-Verify program.

(e) *Subcontracts.* The COUNCIL shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

#### **XIV. SUBCONTRACTS**

The COUNCIL agrees to perform work consistent with the provisions of subcontracts in the FDEP GRANT AGREEMENT.

#### **XV. DISCRIMINATORY VENDOR**

The COUNCIL affirms it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the COUNCIL been placed on the Discriminatory Vendor List. The COUNCIL further agrees that it shall not violate such law during the term of this Agreement.

#### **XVI. NON-DISCRIMINATION**

The COUNCIL shall not discriminate against any employee in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

#### **XVII. HARASSMENT-FREE WORKPLACE**

The COUNCIL shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

#### **XVIII. PUBLIC ENTITY CRIMES**

The COUNCIL affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the COUNCIL been convicted of a Public Entity Crime. The COUNCIL agrees it shall not violate such law and further acknowledges and agrees

that any conviction during the term of this Agreement may result in termination of this Agreement in accordance with Section 287.133(4).

#### **XVIX. LOBBYING**

The COUNCIL shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

#### **XVXX. TERMS AND CONDITIONS**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. If any term or provisions of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

#### **XVXXI. NOTICE**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the County and to the Clerk. All notices required and/or made pursuant to this Agreement to be given to the County and the Clerk shall be writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record. Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

- A. The representative of the COUNTY responsible for the administration of this Agreement is:

Ms. Tabitha Biehl  
Land & Water Natural Areas Manager  
Polk County Parks & Natural Resources Division  
4177 Ben Durrance Rd  
Bartow, FL 33830  
Environmental Lands Program: 863-534-7377  
Polk's Nature Discovery Center  
At Circle B Bar Reserve  
4399 Winter Lake Road  
Lakeland, FL 33803  
Polk's Nature Discovery Center: 863-668-4673  
E-Mail: [TabithaBiehl@polk-county.net](mailto:TabithaBiehl@polk-county.net)

- B. The representative of the COUNCIL responsible for the administration of this Agreement is:

Ms. Jennifer Codo-Salisbury  
Executive Director  
Central Florida Regional Planning Council  
555 East Church Street  
Bartow, FL 33830

- C. In the event that the representatives change, notice of the name, title, and address of the new representative should be provided to the other Party's representative.

## **XVXXII. PUBLIC RECORDS**

- A. Public Records Law. If COUNCIL meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes, COUNCIL shall comply with the following:
1. COUNCIL acknowledges COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. COUNCIL further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, COUNCIL shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
  2. Without in any manner limiting the generality of the foregoing, to the extent applicable, COUNCIL acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
    - a. keeps and maintain public records required by COUNTY to perform the services required under this Agreement;
    - b. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
    - c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if COUNCIL does not transfer the records to COUNTY; and
    - d. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the



service. If COUNCIL transfers all public records to COUNTY upon completion of this Agreement, COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNCIL keeps and maintains public records upon completion of this Agreement, COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY.

**B. IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

**XVXXIII. EFFECTIVE DATE.**

The "Effective Date" of this Agreement will be the date a fully executed counterpart is filed with the Clerk of the Circuit Court of Polk County, Florida, in accordance with Section 163.01, Florida Statutes. The COUNTY will be responsible for filing the counterparts with the Clerk and for any costs related thereto.

***IN WITNESS WHEREOF**, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.*

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

By: \_\_\_\_\_  
Jennifer Codo-Salisbury  
Executive Director

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
CFRPC Attorney

**POLK COUNTY,**  
a political subdivision of the State of Florida

**ATTEST: Stacy M. Butterfield, CPA**  
**Clerk of Courts and County Comptroller**

\_\_\_\_\_  
George Lindsey, III, Chairman

\_\_\_\_\_  
Deputy Clerk

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

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

**Exhibit “A”**

**COMMUNITY PLANNING TECHNICAL ASSISTANCE**

**GRANT AGREEMENT**

**STATE OF FLORIDA**

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

*Agreement to be inserted following signing of County and the State of Florida Department of  
Environmental Protection.*

