

## INTERLOCAL AGREEMENT

This Interlocal Agreement (herein referred to as "AGREEMENT") entered into on \_\_\_\_\_ (hereafter the "Effective Date") between Polk County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the City of Winter Haven, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY."

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes certain public agencies to enter into Interlocal Agreements for their mutual benefit; and

**WHEREAS**, the National Pollutant Discharge Elimination System ("NPDES") MS4; permitting authority, and the Florida Department of Environmental Protection (FDEP), expects local governments to work jointly, where applicable, to improve the water quality of impaired waterbodies;

**WHEREAS**, the Comprehensive Verified List published by the Florida Department of Environmental Protection (FDEP, pursuant to the Impaired Waters Rule, (Chapter 62-303, FAC, as amended) lists Lake Pansy (Water Body Identification Number [WBID] 1488Y) and Lake Rochelle (Water Body Identification Number [WBID] 1488B) as impaired; and

**WHEREAS**, the CITY and the COUNTY are each responsible for a portion of the ongoing and historical pollutant load to Lake Pansy and Lake Rochelle from their respective Municipal Separate Storm Sewer System (MS4); and

**WHEREAS**, Lake Pansy, being impaired, based on Biology, requires measures to be taken to improve the waterbody; and

**WHEREAS**, Lake Rochelle, being impaired, based on Biology, Total Nitrogen, and Total Phosphorous, requires measures to be taken to improve the waterbody; and

**WHEREAS**, the COUNTY and the CITY will work together to protect and enhance wetlands on the east side of Lake Pansy as depicted in Exhibit A attached hereto and incorporated herein by reference and more particularly described in the legal description set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the CITY has negotiated a purchase price of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) for the Property and shall be responsible for any and all closing costs and due diligence associated with the purchase transaction which transaction is scheduled to close on November 17, 2025; and

**WHEREAS**, the COUNTY agrees to contribute SIX HUNDRED THOUSAND DOLLARS (\$600,000) from the Stormwater Municipal Service Taxing Unit (MSTU), by way of reimbursement to the CITY and the CITY agrees to fund the entire purchase price in the amount of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) for the acquisition of the Property plus applicable closing costs as hereinafter stated so as to close on November 17, 2025. The COUNTY's contribution towards the acquisition shall be paid to the CITY via a check payable to the City of Winter Haven, Florida, in the amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000) ("County Funds") and delivered to the City Attorney, Frederick J. Murphy, Jr., whose address is Boswell & Dunlap LLP, 245 S. Central Avenue, Bartow, FL 33830, within a reasonable amount of time after the Board of County

Commissioner's (BOCC's) and the City's approval and execution of this Agreement and upon receipt of the County Funds, the City Attorney shall deliver a Conservation Easement ("Easement") over the Property in substantially the same form as attached hereto as Exhibit "C" and incorporated herein by reference as fully executed by the CITY as well as copies of the CITY's closing documents to the County Attorney's office via hand delivery to Heather Bryan, Assistant County Attorney at 330 W. Church Street, Bartow, Florida 33830, so that all COUNTY signatories on the Easement may be obtained and the fully executed Easement returned to the City Attorney; and

**WHEREAS**, upon receipt of the fully executed Easement by the City Attorney he shall within two (2) business days record the Easement in the Public Records of Polk County, Florida at the CITY's expense and deliver the County Funds to the CITY; and

**WHEREAS**, the COUNTY has previously incurred the costs for the appraisals and title search reports (the "Reports") regarding the Property which have been provided to the CITY. In consideration for the County Funds and Reports, the CITY has agreed to grant an Easement, in substantially the same form as attached hereto as Exhibit "C" and incorporated herein by reference which Easement shall be recorded in the public records of Polk County, Florida, at the City's expense after receipt of the County Funds and within two (2) business days from the delivery of the fully executed Easement to the City Attorney;

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

#### **ARTICLE I: INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the COUNTY and CITY.

#### **ARTICLE II: PURPOSE**

The Property is being purchased primarily for the important wetland system within the Winter Haven Chain of Lakes Region, specifically:

1. Conservation of Critical Wetlands;
2. Preservation of Living Shoreline;
3. Maintain and Improve Water Quality;
4. Ability to Enhance Wildlife Habitat

#### **ARTICLE III: CONDITIONS**

- 1) The purchase price for acquisition of the Property is ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000), which is supported by the Supplemental Appraisal Standards for the Board of Trustees per Florida Department of Environmental Protection (FDEP) appraisal policy, based on an estimated acreage and shall be apportioned between the parties as follows, where the maximum is:
  - i. CITY An amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS (\$800,000), plus any associated closing costs
  - ii. COUNTY An amount not to exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000), to be reimbursed to the City after closing as more specifically set forth in

the ninth Whereas clause of this Agreement which Whereas clause is incorporated herein by reference.

- 2) Certain pre-acquisition and acquisition related cost associated with the transactions shall be paid as follows:
  - i. COUNTY Up to one hundred percent (100%) of the two (2) appraisals and review appraisal costs.
  - ii. CITY Up to one hundred percent (100%) of all other costs attributable to the Buyer under the Agreements and to record the Easement in the Public Records of Polk County, Florida.
- 3) The CITY and the COUNTY's obligations to fund their specified portions of the purchase price and closing costs for purchase of the Property and recording of the Easement are contingent upon the closing of the purchase of the Property by the CITY and receipt by the COUNTY's legal counsel of the closing documents associated with the CITY's purchase of the Property, and is further contingent upon the availability of funding from sources acceptable to the CITY and the COUNTY. Payment by the CITY at closing and by the COUNTY (via reimbursement to the CITY) after the closing shall evidence approval of all such matters related to closing and the Easement running in favor of the County.
- 4) The CITY will assume primary management responsibility for the Property in accordance with the terms of the written and recorded Easement, which shall be executed by the CITY and COUNTY upon the CITY and COUNTY's approval and execution of this Agreement. Contemporaneously with recording the Easement in the Public Records of Polk County, Florida, but no more than two (2) business days after recording the Easement, the City Attorney shall deliver the County Funds to the City. The COUNTY will assume primary monitoring and enforcement responsibilities under the terms of the Easement.
- 5) Title to the Easement shall be held solely in the name of the COUNTY.
- 6) This Agreement may only be modified or extended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.
- 7) If any Party defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from a non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party (after expiration of the foregoing cure period), and (ii) pursue any and all remedies available in law, equity, and under this Agreement.
- 8) Nothing contained in this Agreement or any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege, or immunity, whether in contract or tort, that the CITY or the COUNTY may enjoy under the doctrine of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.
- 9) 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, and the ordinances, rules, and regulations of Polk County. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

- 10) Each Party shall be responsible for its own legal and attorney's fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement.
- 11) For all purposes of this Agreement, the "Effective Date" hereof shall mean the date when the last of COUNTY or the CITY has executed the same.
- 12) The Agreement will expire one year from the Effective Date or upon closing of the purchase transaction contemplated herein, whichever is sooner.
- 13) This Agreement may not be assigned in whole or in part without the written approval of all Parties. Any such assignment or attempted assignment shall be null and void.
- 14) All clauses contained herein shall act independently of each other. 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.
- 15) This Agreement, including referenced plans, exhibits, and attachments hereto, shall constitute the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

APPROVED BY:

FOR COUNTY:

\_\_\_\_\_  
Chairman - Board of County Commissioners

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
Clerk of the Courts

\_\_\_\_\_  
DATE

FOR THE CITY:

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_