

**REIMBURSEMENT AGREEMENT
BETWEEN POLK COUNTY AND FRONTIER
COMMUNICATIONS FOR FIELD INSPECTION STAFF**

This agreement ("Agreement") is entered into by and between Polk County, a political subdivision of the State of Florida, ("**COUNTY**") and Frontier Communications, a Florida corporation, organized and existing under the laws of the State of Florida, ("**UTILITY**").

WITNESSETH:

WHEREAS, the **UTILITY** is proposing a major upgrade to their fiber system on county roads in calendar year 2026 and will be submitting numerous right-of-way use permits to Roads & Drainage Division, ("**PROJECT**"); and

WHEREAS, the **COUNTY** has limited field inspection staff to monitor the work occurring on the **PROJECT** and the restoration of county right-of-way; and

WHEREAS, the **UTILITY** is agreeable to funding an additional inspector that will be dedicated full time to the **PROJECT**; and

WHEREAS, the **COUNTY** will secure the additional inspector from a consultant that is under master agreement with the **COUNTY** for Construction, Engineering, and Inspection ("CEI") services; and

WHEREAS, the **COUNTY** and the **UTILITY** have determined that it would be in the best interests of the general public and to the economic advantage of both Parties to enter into an agreement providing for the additional inspector to monitor the work on the **PROJECT**; and

WHEREAS, the **UTILITY**, pursuant to the terms and conditions hereof, will bear certain costs associated with the **PROJECT**.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **COUNTY** and the **UTILITY** hereby agree as follows:

1. Field Inspector

- a. The **COUNTY** shall secure the services of a full-time (40 hours per week) field inspector from a CEI consultant under an existing master agreement between the consultant and the **COUNTY**.
- b. The field inspector will report directly to county staff via daily reports, emails, and/or telephone calls on the status of ongoing work by the **UTILITY** on the **PROJECT**.
- c. Depending on the workload occurring on the **PROJECT**, the **COUNTY** and the **UTILITY** may agree to bring on additional field inspectors as needed to adequately monitor the **PROJECT**.

2. Cost of Field Inspector

- a. The **UTILITY** shall be responsible for all costs of the Field Inspector.
- b. The **UTILITY** agrees that it will, no more than thirty (30) days following the **COUNTY** approval of the Reimbursement Agreement, furnish the **COUNTY** an advance deposit of \$155,001 to cover the costs of the field inspector for a period of 11 months.

The **COUNTY** shall utilize this deposit for the monthly payments to the CEI consultant. Both Parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2.c. below is less than the advance deposit, a refund of any excess will be made by the **COUNTY** to the **UTILITY**. If the cost of the field inspector exceeds or is estimated to exceed the advance deposit, the **UTILITY** shall submit the necessary funds to cover the costs of the field inspector within thirty (30) days of receiving notice from the County.

- c. Upon final payment to the **COUNTY's** CEI consultant, the **COUNTY** intends to have its final and complete accounting of all costs incurred in connection with the field inspector within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UTILITY** for a period of three (3) years after final close out of the **PROJECT**. The **COUNTY** will notify the **UTILITY** of the final cost. Both Parties agree that in the event the final accounting of field inspector is less than the total deposits to date, the **COUNTY** will issue a refund of the excess to the **UTILITY** within sixty (60) days of the completion of the final accounting. Both Parties agree that in the event the final accounting of field inspector is more than the total deposits to date, the **UTILITY** shall submit the necessary funds to cover the total costs of the field inspector to the **COUNTY** within thirty (30) days of receipt notice from the **COUNTY**.

3. Default

- a. In the event the **UTILITY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **COUNTY** may exercise one more of the following options, provided that at no time shall the **COUNTY** be entitled to receive double recovery of damages:
 - (1) If the breach is material, terminate this Agreement if the **UTILITY** has not cured the breach within sixty (60) days from written notice thereof from the **COUNTY**;
 - (2) Pursue a claim for damages suffered by the **COUNTY**;
 - (3) Pursue any other remedies legally available; and/or
 - (4) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event the **COUNTY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UTILITY** may exercise one or more of the following options:

- (1) If the breach is material, terminate this Agreement if the COUNTY has not cured the breach within sixty (60) days from written notice thereof from the **UTILITY**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. **Liability**

- a. To the extent provided by law, the **COUNTY** hereby agrees to be responsible for any loss, damage, liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the **COUNTY**, its officers, employees, contractors or agents.
- b. To the extent provided by law, the **UTILITY** hereby agrees to be responsible for any loss, damage, liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the **UTILITY**, its officers, employees, contractors or agents.
- c. **Nothing herein shall be deemed a waiver, express or implied, of the COUNTY'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. Nothing herein shall be construed as consent by the COUNTY to be sued by third parties in any manner arising out of this Agreement. This subsection shall survive the termination of this Agreement.**

5. **Miscellaneous**

- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. The **UTILITY** acknowledges the **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. The **UTILITY** further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. The **UTILITY** shall agree to:
 - (1) Keep and maintain public records required by the **COUNTY** to perform the services required under this Agreement;
 - (2) Upon request from the **COUNTY'S** Custodian of Public Records or their designee, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied in a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
 - (3) 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 the completion of this Agreement if the **UTILITY** does not transfer the records to the **COUNTY**; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the **COUNTY** all public records in possession of the **UTILITY** or keep and maintain public records required by the **COUNTY** to perform the service.
- c. Neither the **UTILITY** nor the **COUNTY** shall be liable to the other for any failure to perform under this Agreement to the extent performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.
- d. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following addresses:

Notice to Polk County shall be:

Notice to Frontier shall be:

Director, Roads and Drainage Division
Polk County Board of County Commissioners
3000 Sheffield Road
Winter Haven, FL 33880

with a copy to:
County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

Director of Network Operations
Frontier Communications
610 N. Morgan Street
Tampa, FL 33602

with a copy to:

- e. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof and supersedes, replaces, and nullifies any and all prior agreements, understandings, or negotiations, written or oral, with respect thereto, with the understanding and agreement that the **COUNTY** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities by which the parties will remain in compliance.
- f. 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 including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. 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.
- g. This Agreement shall be effective upon the date of execution of the last Party ("Effective Date").
- h. 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 either Party with the knowledge of the other Party's existing default or breach of this 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.
- i. Except as noted in Section 4 above, 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.
- j. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
- k. This Agreement may not be assigned in whole or in part without the written approval of both Parties. Any such assignment or attempted assignment shall be null and void.
- l. 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.
- m. 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.
- n. Non-Discrimination. The UTILITY and all those under the UTILITY's control shall not discriminate against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry, or origin. The UTILITY shall comply with all applicable requirements and provisions of the Americans with Disabilities Act.
- o. No Coercion for Labor or Services. Concurrently with its execution of this Agreement, the UTILITY has executed an affidavit (Exhibit A) which has been signed by an officer or representative of the UTILITY under penalty of perjury attesting that the UTILITY does not use coercion for labor or services as those terms are defined in Section 787.06, Florida Statutes, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

FRONTIER COMMUNICATIONS

By: 
William Nastasiak

Date: 1/15/2026

ATTEST:

By: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____

POLK COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Martha Santiago, Chairman

Date: _____

ATTEST:

By: _____
Stacy M. Butterfield, Clerk to the Board

(SEAL)

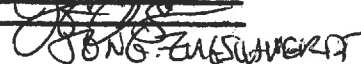
Reviewed as to Form and Legal Sufficiency

By: _____
County Attorney's Office

Print Name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 15 day of JANUARY, 2026
by WILLIAM NASTASIAK


NOTARY, STATE OF FLORIDA

____ Personally known OR X Produced identification
Type of identification FL DRIVER LICENSE

