

**INTERLOCAL AGREEMENT BETWEEN POLK COUNTY, FLORIDA  
AND CITY OF FORT MEADE, FLORIDA, REGARDING POLK COUNTY  
PROVIDING FLOODPLAIN MANAGEMENT SERVICES**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into as of the Effective Date (defined in Section 8(A)) by and between Polk County, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Fort Meade, a municipal corporation of the State of Florida (hereinafter "MUNICIPALITY"). The COUNTY and MUNICIPALITY are referred to herein individually as a "party" or collectively as the "parties".

**WHEREAS**, in accordance with Chapters 125, 163, 166, and 553, Florida Statutes, the parties hereto have the common power and responsibility to adopt, administer, and enforce land development regulations, including floodplain management regulations, and to enforce the Florida Building Code within their jurisdictional limits; and

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act, authorizes the COUNTY and the MUNICIPALITY to enter into Interlocal Agreements to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the MUNICIPALITY is desirous, and the COUNTY is able to provide floodplain management services necessary to administer and enforce the floodplain management regulations within the corporate limits of the MUNICIPALITY on behalf of the MUNICIPALITY; and

**WHEREAS**, all parties recognize that such services benefit the citizenry at large.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby agree as follows:

**SECTION 1: RECITALS**

The above recitals are true and correct and by reference incorporated herein.

**SECTION 2: ADMINISTRATION AND ENFORCEMENT OF FLOODPLAIN MANAGEMENT DEFINED**

The parties agree that the administration and enforcement duties contemplated by this Agreement are those duties that are necessary and appropriate to enforce the floodplain management regulations of the MUNICIPALITY, which are found in Chapter 26 of the Code of Ordinances, involving, in general, the duties of the Floodplain Administrator set forth therein,

and other duties that shall generally and naturally stem from participation of the MUNICIPALITY in the National Flood Insurance Program. The parties expressly agree that, unless explicitly identified in writing by MUNICIPALITY, no performance standards other than those which are generally applicable to similar enforcement activities by COUNTY elsewhere outside of the corporate limits of the MUNICIPALITY, are intended or should be inferred as a result of this Agreement.

### **SECTION 3: MUNICIPALITY RESPONSIBILITIES**

MUNICIPALITY, acting through its designated representative, shall:

- a. Be responsible to the National Flood Insurance Program for administration and enforcement of the floodplain management regulations of MUNICIPALITY.
- b. Upon request by the Florida Division of Emergency Management or the Federal Emergency Management Agency, attend meetings and/or participate in telephonic and electronic communications related to MUNICIPALITY's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, when applicable.
- c. In coordination with COUNTY, undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
- d. In coordination with COUNTY, support actions deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations of MUNICIPALITY.

### **SECTION 4: COUNTY RESPONSIBILITIES**

COUNTY, acting through its designated representative, shall administer and enforce the floodplain management regulations of MUNICIPALITY throughout the term of this Agreement, and shall:

- a. Maintain records identified in said regulations in a form and manner that allows production of records pertinent to MUNICIPALITY upon request by MUNICIPALITY, the Florida Division of Emergency Management, or the Federal Emergency Management Agency.
- b. Upon request by the Florida Division of Emergency Management or the Federal Emergency Management Agency, attend meetings and/or participate in telephonic and electronic communications related to MUNICIPALITY's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, when applicable.
- c. In coordination with MUNICIPALITY, undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
- d. In coordination with MUNICIPALITY, undertake actions deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations of MUNICIPALITY.

**SECTION 5: COSTS FOR SERVICES**

The COUNTY will provide floodplain management services within the MUNICIPALITY'S jurisdiction according to the following rate schedule:

<u>Staff Classification</u>	<u>Rate (per hour)</u>
County Engineer (P.E.)	\$60.00
Professional Staff (P.E., CFM, or PSM)	\$55.00
Technical Support/Processing/Inspections	\$40.00
Inspection Services	\$55.00
Administrative Services	\$20.00
Expert Witness Testimony (County Engineer or Floodplain Manager)	\$90.00

**SECTION 6: TERM OF THE AGREEMENT**

This Agreement shall commence upon the Effective Date, as defined in Section 8(A) below, and shall remain in effect until terminated by either party as provided herein. This Agreement may be terminated by either party with or without cause upon ten (10) days written notice to the other party of this Agreement. The MUNICIPALITY shall remain responsible for payment of services or costs provided by the COUNTY prior to and subsequent to the termination of this Agreement for any services provided on behalf of the MUNICIPALITY prior to the termination of this Agreement. The parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the floodplain management regulations of MUNICIPALITY, with particular attention to the delivery by the COUNTY to MUNICIPALITY, of all records and data in its possession, regardless of the medium.

**SECTION : REPRESENTATIVES OF THE PARTIES**

The parties hereby designate the following as their duly authorized representatives responsible for the implementation of this Agreement:

To COUNTY:

Polk County

c/o County Manager

330 West Church St

Bartow, FL 33830

w/copy to:

Polk County

c/o County Engineer/Floodplain Manager

P.O. Box 9005, Drawer GM03

Bartow, FL 33831-9005

To MUNICIPALITY:

City of Fort Meade

c/o City Manager

8 West Broadway St

Fort Meade, FL 33868

## SECTION 8: GENERAL PROVISIONS

- A. **Effective Date.** This Agreement is entered into by the parties pursuant to Section 163.01, Florida Statutes, and shall take effect on the date this Agreement is filed by the COUNTY with the Clerk of the Circuit Court for Polk County (the "Effective Date"). A copy of the executed Agreement shall be provided to the Florida Division of Emergency Management.
- B. **Modification.** This Agreement may not be modified unless such modifications are in the form of a written amendment, executed by both parties to this Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, Florida, in the 10<sup>th</sup> Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.
- D. **Waiver.** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties' written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
- E. **Employee Status.** Persons employed by the COUNTY or the MUNICIPALITY, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

- F. **Sovereign Immunity.** Nothing herein shall be deemed a waiver, express or implied of either party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties but deleting any terms or conditions which would constitute a waiver of sovereign immunity.
- G. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- H. **Integration.** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understanding 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 subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.
- I. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- J. **Headings.** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

K. **Independence of Parties.** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition, it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(SIGNATURES APPEAR ON FOLLOWING PAGE AND REMAINDER OF  
PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**  
STACY M. BUTTERFIELD  
CLERK OF THE BOARD

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

By: \_\_\_\_\_  
Deputy Clerk

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

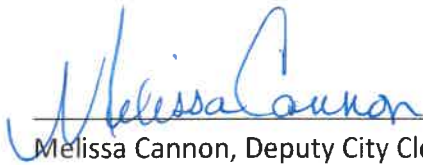
Date approved by the Board: \_\_\_\_\_, 2024

Reviewed as to form and legal sufficiency

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

**ATTEST:**

**CITY OF FORT MEADE**, a Florida  
municipal corporation

  
Melissa Cannon, Deputy City Clerk

  
Petrina McCutchen, Mayor-Commissioner

**APPROVED AS TO FORM AND LEGALITY:**

  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

Date approved by City Commission: May 14, 2024