

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

The COUNTY desires to contract the COUNCIL to provide all work and professional planning services (collectively, the “Services”) necessary to deliver the Polk County Adaption Plan. The Services are detailed in Attachment A – Scope of Work and made a part of this Agreement. The COUNCIL desires to provide all such 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 contracts with the COUNCIL to provide the Services described and required under this Agreement.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the Services detailed in Attachment A–Scope of Work and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. As consideration for performance of all work necessary to render the Services to the COUNTY, the COUNTY shall pay COUNCIL a fee not to exceed **\$300,000.00 (three hundred thousand dollars)**. Payment shall be made in nine (9) installments to correspond with the nine (9) Agreement Task Deliverables payable within forty-five (45) days after the date the COUNTY receives the required deliverable and an acceptable completed invoice from the COUNCIL. Payments will be due as follows:

FDEP Task #	Agreement Task #	Task Title	Task Cost
1	1	Kick Off Meeting	\$3,500.00
2	2	Draft Adaptation Needs and Strategies	\$40,000.00
	3	Draft Adaptation Plan to include Map(s)	\$40,000.00
3	4	Develop the Assessment of Adaptive Capacities Methodology and the Prioritization Adaptation Needs Methodology	\$30,000.00
	5	Conduct Public Meeting to Develop the Prioritization of Adaptation Needs	\$10,000.00
	6	Complete the Summary Report: Community Prioritization of Adaptation Needs	\$40,000.00
4	7	Draft Adaptation Plan	\$63,250.00
	8	Final Adaptation Plan	\$63,250.00
5	9	Public Presentations	\$10,000.00
		Total	\$300,000.00

All fees and payments for Services in addition to those stated in Attachment A shall be negotiated between the Parties with any changes incorporated into a written modification as described in Section V below. These tasks will be completed prior to the due dates of the FDEP Agreement Number 24PLN59 and these tasks shall be billed and paid prior to those due dates found in the FDEP Agreement Number 24PLN59, as this is a cost-reimbursement grant.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be completed by February 28, 2026.

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 payable under the Agreement if necessary and appropriate. Change that are mutually agreed upon by and between the COUNTY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties in order to be effective.

- B. To be effective 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 prior written notice to the other Party. 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 COUNCIL will be reimbursed in an amount commensurate with the work it had satisfactorily completed as of the effective date of termination based on the tasks contained in the Scope of Work and corresponding hourly costs of the employees involved in completing the work. Provided, however, the COUNTY shall not be required to pay COUNCIL an amount in excess of the cost of each Deliverable as stated in Section III above. Upon receipt of the termination payment, the COUNCIL shall deliver all work products to the COUNTY as stated in Section X.

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. This Agreement shall be governed in all respect by the laws of the State of Florida and 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. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel, consultants, or other special service providers necessary to perform the Services under this Agreement.
- B. The COUNCIL shall continuously supply necessary staffing to perform the Services 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, and to the extent permitted by all applicable laws, rules, and regulations, 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 works products shall become the property of the COUNTY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. NOTICE AND CONTACT

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement including without limitation, providing notices of default and/or termination. 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
Phone: 863-899-8157
E-Mail: 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
Phone: (863) 534-7130, ext. 178
Fax: (863) 534-7138
E-Mail: jcodosalisbury@cfRPC.org

- 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.

XIII. TERMS AND CONDITIONS

This Agreement and attachment incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIV. 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. keep 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**

XV. 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 respective dates under each Party's signature.

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

Rick Wilson, Chairman

Deputy Clerk

Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

ATTACHMENT A

SCOPE OF WORK

PROJECT TITLE: Polk County Adaptation Plan

PROJECT LOCATION: The Project is located in Polk County, Florida.

PROJECT DESCRIPTION:

The Polk County (Grantee) will complete the Polk County Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- 1.1: Meeting agenda to include location, date, and time of meeting;
- 1.2: Meeting sign-in sheets or attendance records with attendee names and affiliation;
- 1.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- 1.4: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- 1.5: A summary report including attendee input and meeting outcomes.

Task 2: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- 2.1: A draft adaptation needs and strategies document.

Task 3: Draft Adaptation Plan to include Map(s)

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. Using the Task 2 draft adaptation needs and strategies document create a map and/or map series illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- 3.1: A final draft AP that includes the needs and strategies as well as the map and/or map series.

Task 4: Develop the Assessment of Adaptive Capacities Methodology and the Prioritization Adaptation Needs Methodology

Description: The Grantee will develop a methodology for both the assessment of adaptive capacities and prioritization of adaptation needs.

Deliverables: The Grantee will provide the following:

- 4.1: Assessment of Adaptive Capacities Methodology
- 4.2: Prioritization of Adaptation Needs Methodology

Task 5: Conduct Public Meeting to Develop the Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- 5.1: Meeting agendas to include location, date, and time of meeting;
- 5.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 5.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; and
- 5.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable;

Task 6: Complete the Summary Report: Community Prioritization of Adaptation Needs

Description: The Grantee will completed the public meeting, from Task 5, summary report to include the attendee's input and meeting outcomes

Deliverables: The Grantee will provide the following:

- 6.1: A summary report including attendee input and meeting outcomes.

Task 7: Draft Adaptation Plan

Description: The Grantee will complete a draft AP that is consistent with the Florida Adaptation Planning Guidebook. The draft AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation

Deliverables: The Grantee will provide the following:

- 7.1: A draft AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Final Adaptation Plan

Description: The Grantee will complete a final AP that is consistent with the Florida Adaptation Planning Guidebook. The final AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation

Deliverables: The Grantee will provide the following:

- 8.1: A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 9: Public Presentation

Description: The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- 9.1: Meeting agendas to include location, date, and time of meeting;
- 9.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 9.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 9.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 9.5: A summary report including attendee input and meeting outcomes

Agreement Task #	Task Title	Task Deliverables	Task Due Date
1	Kick Off Meeting	• 1.1: Meeting agenda to include location, date, and time of meeting; • 1.2: Meeting sign-in sheets or attendance records with attendee names and affiliation; • 1.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; • 1.4: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and • 1.5: A summary report including attendee input and meeting outcomes.	1/31/2026
2	Draft Adaptation Needs and Strategies	• 2.1: A draft adaptation needs and strategies document.	1/31/2026
3	Draft Adaptation Plan to include Map(s)	• 3.1: A final draft AP that includes the needs and strategies as well as the map and/or map series.	1/31/2026
4	Develop the Assessment of Adaptive Capacities Methodology and the Prioritization Adaptation Needs Methodology	• 4.1: Assessment of Adaptive Capacities Methodology • 4.2: Prioritization of Adaptation Needs Methodology	1/31/2026
5	Conduct Public Meeting to Develop the Prioritization of Adaptation Needs	• 5.1: Meeting agendas to include location, date, and time of meeting; • 5.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); • 5.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; and • 5.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable;	1/31/2026

6	Complete the Summary Report: Community Prioritization of Adaptation Needs	6.1: A summary report including attendee input and meeting outcomes.	1/31/2026
7	Draft Adaptation Plan	7.1: A draft AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.	1/31/2026
8	Final Adaptation Plan	8.1: A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.	1/31/2026
9	Public Presentations	9.1: Meeting agendas to include location, date, and time of meeting; 9.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 9.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 9.4: A copy of the file or weblink of the video(s) or audio recording(s) from the meeting, if applicable; and 9.5: A summary report(s) including attendee input and meeting outcomes.	2/28/2026