



Staff Analysis

Annexation Transition Agreement

Presented by:

Lila Stewart
Administrative Services

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City Manager's Office

May 12, 2016

CITY OF GAINESVILLE STAFF ANALYSIS

Legistar No: 060958

Title: Annexation Transition Agreement

Sponsor: Craig Carter, Commissioner (District III)

City Staff Contact: Lila Stewart, Interim Strategic Planning Manager

Summary of Issue

The City of Gainesville and Alachua County entered into an agreement in 2007 for the transition of services upon annexation by the City of Gainesville. The agreement was amended in 2009, then expired in 2014. During the seven years the agreement was in place, it was triggered once with the annexation of SW 20th Avenue. Negotiations have taken place over the last year to amend the agreement, but mutual agreement on the terms has not been achieved. Staff seeks direction from the City Commission on the future of the negotiations.

History/Background Information

Annexation is one way municipalities are able to expand their borders to ensure economic, social and cultural diversity. However, annexation can be a contentious issue because of its potential effect on property owners and residents. In addition, annexation can be seen as a financial threat to those counties that provide municipal-like services to residents and businesses in unincorporated areas.

The City of Gainesville and Alachua County have not been immune from the controversy created by annexation. While much of the growth for the City has come from State legislative action, the majority of expansion has come from either voluntary annexations or annexations by referendum. Historically, this continual expansion of the City's municipal borders created concern, apprehension and tension between both the City and the County. This condition led to distrust between staff for both entities, and these feelings trickled over to those residents being served by both governments.

Following a major annexation in the southwest area in 2002 and in order to address these issues, the City and County decided to sit down together, and cooperatively and collaboratively craft an interlocal agreement that would dispel the uncertainty that annexation created. The Interlocal Agreement on the Transition of Services upon Annexation (also referred to as the Annexation Transition Agreement or ATA) was jointly drafted and executed on March 13, 2007. The City of Gainesville and Alachua County maintained the interlocal agreement for the transition of local

municipal services after a major annexation, the Annexation Transition Agreement, from 2007 to 2014.

Purpose of the Agreement:

At a high-level, the Annexation Transition Agreement served two purposes:

1. Provided clear communication to potential residents and staff on how services will transition following annexation.
2. Established financial responsibility for services and capital transitioned in an annexation.

Timeline of Events:

The interlocal agreement was executed on March 13, 2007, amended on May 12, 2009 and expired on September 30, 2014. Prior to the expiration of the agreement, the Gainesville City Commission voted unanimously to sign a 12 month extension of the Annexation Transition Agreement and submitted it to the Board of County Commissioners for consideration. The Annexation Transition Agreement had provided for the transition of services to property owners upon annexation, yet opportunities for improvement had been identified during the seven years that the agreement had been in place. The Gainesville City Commission expressed an interest in negotiating for revisions to the Annexation Transition Agreement and believed that a 12 month extension would provide adequate time.

The Board of County Commissioners subsequently provided notification to the City, indicating that the interlocal agreement would expire. Since that time, elected officials from the City and the County have entered into negotiations to revisit the terms of the Annexation Transition Agreement. Those negotiations have stalled after mutual agreement could not be reached on the issues of roadway jurisdiction, fire station ownership and park ownership and maintenance.

Triggers

The Annexation Transition Agreement was triggered when an annexation resulted in an unincorporated area population reduction greater than 3% or unincorporated area taxable property value reduction greater than 3%. During the seven year agreement, the agreement was successfully triggered once, when the City annexed the SW 20th Avenue area by referendum in 2008.

Staff Analysis

While the original intentions of the Annexation Transition Agreement were noble, the agreement had three drawbacks, which jeopardized its effectiveness:

1. Trigger

The Annexation Transition Agreement has only been triggered once since 2007, hardly warranting the time and expense of negotiating and executing the agreement.

2. Purpose

The agreement attempts to solve both the financial impacts to the City of Gainesville and Alachua County and the transition of services to affected residents, property owners and businesses. In the course of negotiations, the emphasis has fallen on the financial impacts to local government while the impact to citizens in terms of the orderly transition of services has been lost.

3. Terms for Fire Stations and Parks

The exact terms for the transfer of ownership and maintenance of fire stations and parks were not stated in the Annexation Transition Agreement. A County fire station and park were annexed in the SW 20th Avenue annexation and the absence of specified terms for the transfer of capital and infrastructure created tension between the City and County.

Options

A. Discontinue negotiations: Staff time is best spent designing a pre-eminent, citizen-centered city inclusive of a City annexation policy. The prior agreement had only been triggered once over a seven year timeframe, and there is limited value in continuing negotiations for a new agreement.

Pros

- Strategically directs staff resources to assure the City Commission's policy regarding annexations are consistent and inclusive of any issue that will add the most value to the community.

Cons

- By deferring to a City Commission policy it may leave some ambiguity for the County Commission as to how the municipal services will be transitioned upon annexation (i.e. solid waste collection, building permit inspections, etc).

B. Continue negotiations without financially binding terms: Direct staff to continue negotiations to remove all financially binding terms in the Annexation Transition Agreement; use it to clearly define the transition of services and communicate to citizens how they will be impacted and set procedures for staff to follow. Change the agreement to apply to all annexations.

Pros

- Limits the terms of the agreement to those that add value to residents, property owners and businesses.

Cons

- Adds a layer of bureaucracy and requires staff time that may not return value to the annexation process and is not currently required by state law.

C. Continue negotiations, status quo: Direct staff to continue negotiations with the County, with any specific direction on terms to be determined.

Pros

- None

Cons

- The negotiations are unlikely to lead both organizations down a path of pre-eminence and promote citizen-centered principles.

Staff Recommended Option

Discontinue negotiations: Staff time is best spent designing a pre-eminent, citizen-centered approach to an annexation policy for the City. The agreement that has only been used once over a seven year timeframe and there is limited potential for its need in the near term.

Attachments/References

- A. Annexation Transition Agreement (ATA)
- B. Extension of ATA
- C. Pros and Cons of Previous ATA Terms

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE FOR THE TRANSITION OF SERVICES UPON AN ANNEXATION BY THE CITY OF GAINESVILLE WITHIN ITS MUNICIPAL RESERVE AREA

This Interlocal Agreement (hereinafter referred to as the "Agreement"), is made and entered into this 13th day of March 2007, by and between Alachua County, a charter county and political subdivision of the State of Florida, (hereinafter referred to as the "County"); and by the City of Gainesville, a municipal corporation (hereinafter referred to as the "City")

WITNESSETH

WHEREAS, Under Chapter 163, F.S , local governments are authorized to enter into joint planning area agreements; and

WHEREAS, Chapter 90-496, as amended by Chapter 91-382 and Chapter 93-347, Special Acts, Laws of Florida, known as the Alachua County Boundary Adjustment Act (BAA) sets forth the procedures for establishing municipal reserve areas and for adjusting the boundaries of municipalities through annexations or contractions of corporate limits and sets forth the criteria for determining when and how annexations or contractions may take place; and

WHEREAS, the City's and the County's Comprehensive Plans have identified a municipal reserve area for the City within the unincorporated County which may be annexed in the future in a manner consistent with the BAA; and

WHEREAS, the City and the County recognize that there is a benefit to facilitate the proper transition of services and capital projects from the County to the City at the time of annexation; and

WHEREAS, the City and the County recognize that mutual coordination of land use densities and designations is necessary to reduce urban sprawl, support urban infrastructure and protect rural areas within the County; and

WHEREAS, the City and the County recognize that major annexations can have extra jurisdictional impacts and that intergovernmental cooperation is an effective manner through which to deal with such impacts; and

WHEREAS, the City and the County desire to develop an Interlocal Agreement that will apply to certain annexations proposed by the City; and

WHEREAS, the City and County currently fund and operate separate fire rescue departments with the City having the responsibility for the fire and rescue services within the municipal boundaries of the City of Gainesville and the County having the responsibility for fire and rescue services in the unincorporated areas of Alachua County; and

1
2 WHEREAS, the City and County currently provide law enforcement services; and

3
4 WHEREAS, the City and County agree to provide a smooth transition process for all
5 County and municipal services;

6
7 NOW, THEREFORE, in consideration of the mutual benefits to flow to each other, the
8 City and the County hereby agree as follows (The above-referenced recitals are
9 incorporated herein):

10 **I. Budget and Financial Considerations**

11
12 A. A proposed annexation will be considered "major" if it results in an
13 unincorporated area population reduction greater than 3% or unincorporated
14 area taxable property value reduction greater than 3%.

15
16 B. Thirty (30) days prior to the City Commission's first reading of the Urban
17 Services Report for a major annexation, the City will provide a map and an
18 estimate of the demographic characteristics including property value and
19 population to the County's Office of Management and Budget for review

20
21 C. A major annexation shall become effective no sooner than 90 days following
22 formal adoption by ordinance or referendum approval. At the County's request,
23 the transition of Law Enforcement services may take place over a six month
24 period following the formal adoption by ordinance or referendum approval. The
25 City shall reimburse the County for such services beginning with the effective
26 date of the annexation and will be calculated based on property value of the
27 annexed area and the MSTU Law Enforcement millage rate.

28 **II. The Transfer of Building Permit Applications and Development Permits in**
29 **Process by the County**

30
31 A. Building Permits. The County shall refer applicants to the City for processing
32 any building and development permit applications in an annexation area after the
33 effective date of the annexation.

34
35 The County agrees to continue processing permit applications filed before
36 referendum approval date of an annexation. Beginning on the effective date of an
37 approved annexation referendum, as the agent of the City, the County shall
38 continue to process any building permits for which it received a fully complete
39 permit application and accompanying fee prior to the referendum approval date
40 of the annexation. These permits will be processed under County codes and
41 building permit requirements to completion.

42
43 Except as provided below for permit renewals, in the case of building permits
44 issued on or before the date of referendum approval of an annexation, the
45 applications and permits shall be processed through final inspection and/or

1 issuance of a certificate of occupancy by the County unless, at the request of the
2 City, the County elects to transfer those inspections and permits to the City.

3
4 Beginning the day after an approved annexation referendum, the County shall
5 allow the City to act as its agent for the issuance of building permits in the
6 annexed area. Fees for such permits shall be paid to the City. The County shall
7 refer applicants to the City for processing any new building and development
8 permit applications in an annexation area.

9
10 In the event a county building permit is issued in an area that is subsequently
11 annexed prior to final inspection and/or issuance of certificate of occupancy, the
12 permit holder will remain obligated to pay the County all applicable impact fees.
13 The City is under no obligation, nor granted any authority, to collect county
14 impact fees

15
16 B. Development Permits. Beginning on the effective date of an approved
17 annexation, the County shall promptly transfer files together with prorated fee to
18 the City to continue the process to completion

19
20 C. Permit renewal. After the effective date of annexation, a request for renewal
21 of a permit, which was issued by the County prior to the effective date of an
22 annexation, will be considered for renewal by the City for a standard renewal fee
23 as long as there has never been any action on that permit

24
25 **III. Code Enforcement**

26
27 Pending local ordinance violation cases, which have not received a Code
28 Enforcement Hearing or adjudication, will be turned over to the City on the
29 effective date of an annexation. The County will make its employees available as
30 witnesses in such code enforcement actions (civil or criminal).

31
32 **IV. Enforcement of Conditions imposed by the County on Land Use and**
33 **Development Permits**

34
35 The City agrees to enforce any lawful conditions imposed by the County in
36 conjunction with the issuance of land use and development permits within an
37 annexation area by the County unless such conditions are modified, changed
38 and/or deleted through the City's Comprehensive Plan, Zoning Ordinances and
39 Land Development Regulations. The County will make its employees available to
40 provide assistance in enforcement action on cases originally prepared by County
41 personnel. The County will provide the City with the opportunity to review and
42 comment on all development permit applications within the City's urban reserve
43 area which are subject to a public notice provision. The City will respond to
44 County development permit review requests in a timely manner. Except in the
45 case of a voluntary annexation or a completed Development of Regional Impact
46 (DRI), areas covered by a DRI Order (approved or pending) and not fully
47 developed shall be annexed as a whole and not in sections and/or pieces of the

1 overall DRI

2
3 **V. Records Transfer**

4
5 The City staff will copy necessary County records prior to and following
6 annexation as necessary. County records to be copied will include, but not be
7 limited to: records from the Growth Management Department, Environmental
8 Protection Department and the Public Works Department including all original
9 permit records and files, inspection reports and approved plans, approved zoning
10 files, code enforcement files, fire inspection records, bonds, easements, plats,
11 utility data bases for land use, drainage, street lights and streets, and other items
12 identified during the transfer process. The City will reimburse the County for the
13 costs of any county materials necessary for duplication or transfer. The City may
14 arrange for off-site duplication of records under appropriate safeguards for the
15 protection of records as approved by the County.

16
17 **VI. Public Works - Roads: Maintenance and Ownership Responsibilities**

18
19 The City will annex the entire right-of-way of appropriate County roads and
20 drainage rights-of-way and easements within and contiguous to an annexation
21 boundary. The decision regarding road ownership and maintenance
22 responsibilities for County Roads located within annexed areas shall be based
23 upon definitions contained within Chapter 334.03 (3) and (8) F.S., or by Interlocal
24 Agreement. Maintenance responsibilities shall be assumed by the City for those
25 roads so defined as being part of the City Street System upon the effective date
26 of the annexation. The County will prepare the necessary legal documents to
27 effect the transfer of ownership of these roads within twelve months of the
28 effective date of the annexation. The County and City agree that the City will
29 reimburse the County for the cost of capital improvements constructed by the
30 County within 24 months prior to the effective date of an annexation and funded
31 by revenue from unincorporated residents. Revenues from unincorporated
32 residents are defined as ad Valorem property taxes, Communication Services
33 Tax, Public Service Tax and the portion of ½ cent Sales Tax revenue calculated
34 from the unincorporated population. Reimbursable capital improvements shall
35 include: any new roads and improvements to existing roads (except for State and
36 County designated roads); new neighborhood connectors; traffic calming
37 devices; sidewalks and bike paths. A 15-year life expectancy will be used to
38 calculate the costs of the capital improvements.

39
40 Traffic Signals: The City/County Traffic Signal Agreement shall be amended to
41 reflect the annexation of traffic signals at the beginning of the next fiscal year
42 immediately following the effective date of the annexation. The County/Florida
43 Department of Transportation (FDOT) Signal Maintenance Agreement and the
44 City/FDOT Signal Maintenance Agreement shall be amended to reflect any
45 change in signal jurisdiction at the beginning of the next fiscal year immediately
46 following the effective date of the annexation. The City shall notify Gainesville
47 Regional Utilities (GRU) of the change in the ownership and operation

1 responsibilities of the affected traffic signals for billing purposes concurrent with
2 the effective date of the amended Traffic Signal Agreement.

3
4 Street Lighting: The City shall notify GRU of the change in the ownership and
5 operation responsibilities of the affected street lights upon the effective date of
6 the annexation.

7
8 **VII. Surface Water Management/National Pollutant Discharge Elimination**
9 **System**

10
11 A. Maintenance and Ownership Responsibilities: If an annexed area includes
12 drainage improvements or facilities the County currently owns or maintains, the
13 City and the County shall agree to the transfer of maintenance and ownership
14 responsibilities within twelve (12) months of the effective date of the annexation.
15 If the County's current Capital Improvements Program includes major drainage
16 improvements in the area to be annexed, the City and the County shall discuss
17 and agree as to how the funding, construction, and subsequent operational
18 responsibilities will be assigned for these improvements.

19
20
21 B. National Pollutant Discharge Elimination System (NPDES): Any Interlocal
22 agreements between the City and the County for NPDES activities within an
23 annexation area at any time after the conclusion of the calendar year in which the
24 annexation becomes effective shall be adjusted to reflect the changed
25 percentages of the City's territory within the NPDES City, County, FDOT
26 Partnership upon the effective date of the annexation

27
28 C. Watershed Planning: The County and the City recognize that watershed
29 management planning is ongoing and that all needed surface water
30 improvements and solutions have not yet been identified. Therefore, the City and
31 the County agree to work towards one or more separate Interlocal agreements
32 for joint watershed management planning, construction and other related
33 services as needed

34
35 **VIII. Parks, Open Space and Recreation Facilities**

36
37 Maintenance and Ownership Responsibilities: If an annexed area includes park,
38 open space, Alachua County Forever properties or recreation facilities, the City
39 and the County shall agree to the maintenance, operation and ownership
40 responsibilities of any affected park properties and/or facilities within twenty-four
41 (24) months of the effective date of annexation. The City and the County will
42 jointly determine if the property and/or facilities should be transferred, leased,
43 and/or operated by the City. Both parties may also determine that no change in
44 management or ownership is desired. The City and the County shall determine
45 and agree to how best to handle the exchange of ownership of the annexed park
46 property if desired, and the resulting responsibilities from such discussions shall
47 be included in a separate interlocal agreement. Alachua County and the City of

1 Gainesville agree that the above language is not applicable to Alachua County
2 Forever properties.

3
4 **IX. Public Works – Inspections**

5
6 Construction inspection responsibilities for active public works development
7 projects located within the annexed areas shall be determined based upon the
8 effective date of the annexation. The County will continue to perform inspections
9 for those commercial and residential projects and access connections that are
10 being inspected by the County Codes Enforcement Office per any established
11 interlocal agreement. For developments that include new roads to be dedicated
12 to the public at the completion of the project, the County shall include the City in
13 any final inspection notices.

14
15 **X. Solid Waste**

16
17 Unless otherwise provided by law or agreement, the County shall continue the
18 residential solid waste collection program through the end of the fiscal year upon
19 the effective date of the annexation. The City shall assume the responsibilities at
20 the beginning of the next fiscal year following the effective date of the
21 annexation.

22 **XI. Fire Rescue Services and Public Safety/Police Protection**

23
24 A. Ownership and Location or Transfer of Fire Rescue Stations and Employment
25 of Fire Rescue Personnel:

- 26
27 1. In the event that a County fire rescue station is annexed by the City,
28 the County may, at its discretion, continue to own and operate the station.
29 The County may also elect to retain ownership, in whole or in part, of the
30 station for emergency medical services or any other County purposes.
31 2. Capital items assigned to the affected fire rescue station will remain
32 County property.
33 3. If the City desires to own and/or operate the station, the City may,
34 negotiate an agreement with the County for the appropriate timing, terms
35 and conditions of the transfer and/or purchase of the station .

36
37 B. Public Safety/Police Protection: In coordination with the Alachua County
38 Sheriff's Office (ASO) and upon the effective date of any annexation, the City's
39 Police Department will determine the necessary personnel, staff and/or police
40 zones to serve the annexed areas.

41
42 **XII. Employment of Affected County Employees**

43
44 For those positions not covered by a City collective bargaining agreement, if a
45 major annexation has 1) a documented impact on County service provision that
46 results in a reduction in force as outlined in human resource policies and/or union

1 agreements in effect on December 31, 2006; (2) the County identifies which
 2 positions will be reduced; and 3) the City is hiring equivalent positions, the City
 3 shall offer to employ those affected county employees, subject to their complying
 4 with background, medical, and similar pre-employment conditions as would be
 5 required of other applicants/employees in such positions.

6
 7 For those positions that fall under City collective bargaining agreements, the City
 8 agrees to negotiate in good faith with those bargaining units the employment of
 9 County employees affected by a major annexation if: 1) there is a documented
 10 impact on County service provision that results in a reduction in force as outlined
 11 in human resource policies and/or union agreements in effect December 31,
 12 2006; (2) the County identifies which positions will be reduced; and 3) the City is
 13 hiring equivalent positions, the City shall offer to employ laid off employees,
 14 subject to their complying with background, medical, and similar pre-employment
 15 conditions as would be required of other applicants/employees in such positions,
 16 and shall provide for recognition of their years of service with the County as
 17 seniority for purposes of determining terms and conditions of employment with
 18 the City, subject to any necessary agreement with collective bargaining
 19 representatives.

20
 21 4. The City agrees to negotiate with the appropriate city unions the employment
 22 of affected employees so as to implement the conditions stated above.
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 24

25 **XIII Development of a Plan for Orderly Annexations**

26
 27 It is the intent of the City and County to develop a plan for the orderly annexation
 28 of the City's Urban Reserve Area. Accordingly, the City Commission and Board
 29 of County Commissioners direct their respective managers to develop a
 30 schedule, within 90 days of the execution of this agreement, to prepare a plan for
 31 annexation of properties in the Urban Reserve Area of Gainesville. The schedule
 32 will be subject to the approval of each commission within 60 days of presentment
 33 of the schedule. The annexation plan will include identifying targeted areas for
 34 annexation, a schedule for orderly annexation of those areas, and collaborative
 35 work between City and County staff for the successful annexation of those areas.
 36 The plan will be subject to the approval of each Commission within 90 days of
 37 presentment of the plan. This provision would not preclude any annexation as
 38 initiated by residents and/or property owners as currently allowed under the
 39 Boundary Adjustment Act.
 40
 41
 42
 43

44 **XIV Honoring Existing Agreements, Standards and Studies**

45
 46 The City and County mutually agree to honor all joint agreements, interlocal
 47 agreements, and appropriate inter-jurisdictional studies and agreed upon

standards affecting an annexation area to which the City and County is a party. In the event this Agreement conflicts with the above referenced agreements or studies, the parties agree to negotiate amendments as appropriate.

XV. Relationship to Existing Laws and Statutes

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of all applicable state or local law. Furthermore, the ultimate authority for land use and development decisions is retained by the County and the City within their respective jurisdictions. By executing this Agreement, the County and the City do not purport to abrogate the decision making responsibility vested in them by law.

XVI. Hold Harmless

Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, Florida Statutes.

XVII. Dispute Resolution

The City and County mutually agree to use a formal dispute resolution process such as mediation if mutual agreement cannot be reached on any of the terms or provisions of this Agreement.

XVIII Effective Date, Duration and Termination

A This Agreement shall be effective immediately after passage by the Alachua County Board of County Commissioners and the City Commission of the City of Gainesville and shall remain in full force and effect until September 30, 2010. This agreement may be renewed in subsequent twenty-four-month intervals by mutual agreement in writing by both parties. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this Agreement.

B If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party shall give a written notice to the party in default stating the failure or breach, and providing a reasonable time period for correction of same. In the event the corrections is not made in the allotted time, the other party shall have the right to terminate this Agreement after giving written notice of intent to terminate at least thirty (30) days prior to the termination date.

C. This Agreement will commence upon the approval date of the second party

1 approving the Agreement and remain in effect until affirmatively terminated by
2 either or both parties to the Agreement. Except as provided for in Section XVIII
3 (B), termination of the Agreement requires a three hundred and sixty-five (365)
4 day notice in writing to the other party.
5

6
7 **XIX. Amendments to the Agreement**

8
9 The City and County recognize that other amendments to this Agreement may be
10 necessary in order to clarify the requirements of particular sections and/or update
11 the Agreement with respect to specific annexations. These amendments may be
12 pursued as necessary by either party and will be executed with the same
13 formality as this document.
14

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17 **XX. Severability of Provisions**

18
19 If any Section, subsection, paragraph, sentence, clause or phrase of this
20 Agreement shall be or become illegal, null or void for any reason or shall be held
21 by any court of competent jurisdiction to be illegal, null, void; the remaining
22 Sections, subsections, paragraphs, sentences, clauses or phrases will continue to
23 remain in full force and effect irrespective of the fact that any one or more of the
24 Sections, subsections, paragraphs, sentences, clauses or phrases shall become
25 illegal, null or void.
26

27
28 **XXI. Recording of the Agreement**

29
30 Upon execution of this Agreement by both parties, the County will record this
31 Agreement in the Public Records of Alachua County.
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34 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for
35 the uses and purposes therein expressed on the day and year first above written.
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ALACHUA COUNTY, FLORIDA

By: Paula M. DeLaney
Paula M. DeLaney, Chair
Board of County Commissioners

ATTEST

J.K. "Buddy" Irby
J.K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

By: David W. Wagner
David W. Wagner, County Attorney

CITY OF GAINESVILLE

By: Pegeen Hanrahan
Pegeen Hanrahan, Mayor

ATTEST

Kurt Lannon
Kurt Lannon, Clerk

(SEAL)

APPROVED AS TO FORM

By: [Signature]
Gainesville City Attorney

FEB 27 2007

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF GAINESVILLE FOR THE
TRANSITION OF SERVICES UPON AN ANNEXATION BY THE
CITY OF GAINESVILLE WITHIN ITS MUNICIPAL RESERVE AREA**

THIS AMENDMENT is entered into as of this 12th day of May, 2009, by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter referred to as the "County"), and the City of Gainesville, a municipal corporation (hereinafter referred to as the "City").

WHEREAS, the COUNTY and the CITY have previously entered into an interlocal agreement dated March 13, 2007 for the transition of services upon an annexation by the CITY (hereinafter referred to as "the Agreement"); and

WHEREAS, the COUNTY and the CITY developed this Interlocal Agreement to apply to certain annexations by the CITY; and

WHEREAS, the COUNTY and the CITY desire to extend the term of the Agreement under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits to flow to each other, the parties agree as follows:

1. **Section XVIII, "EFFECTIVE DATE, DURATION, and TERMINATION"** of the Agreement is amended to read as follows:

XVIII. Effective Date, Duration and Termination

A. This Agreement shall be effective immediately after passage by the Alachua County Board of County Commissioners and the City Commission of the City of Gainesville and shall remain in full force and effect until September 30, 2014. This agreement may be renewed in subsequent twenty-four month intervals by mutual agreement in writing by both parties. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this Agreement.

B. If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party shall give a written notice to the party in default stating the failure or breach, and providing a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the other party shall have the right to terminate this Agreement after giving written notice of intent to terminate at least thirty (30) days prior to the termination date.

C. This Agreement will commence upon the approved date of the second party approving the Agreement and remain in effect until affirmatively terminated by either or both parties to the Agreement. Except as provided for in Section XVIII (B), termination of the Agreement requires a three hundred sixty-five (365) day notice in writing to the other party.

- 2. The First Amendment, when executed together with the original Agreement constitutes the entire contract between the parties.

Upon execution of this Agreement by both parties, the County will record this Agreement in the Public Records of Alachua County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: Mike Byerly
Mike Byerly, Chair
Board of County Commissioners

ATTEST:

J.K. "Buddy" Irby
J.K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

By: David W. Wagner
David W. Wagner
County Attorney

CITY OF GAINESVILLE

By: Pegeen Hanrahan
Pegeen Hanrahan, Mayor

ATTEST:

Kurt Lannon
Kurt Lannon, Clerk of the Commission

(SEAL)

APPROVED AS TO FORM AND LEGALITY

By: Marion J. Radson
Marion J. Radson
City Attorney

MAR 19 2009

Staff Analysis: Annexation Transition Agreement

Exhibit C: Pros and Cons of Previous Agreement Terms

Term	Pro	Con
<p>Budget & Financial:</p> <ul style="list-style-type: none"> ▪ City will provide notice 30 days prior to Urban Services Report Ordinance with map, demographic and financials. 	<p>Enables coordination and planning during the early phases of an annexation.</p>	<p>Extends the timeline for annexation to occur.</p> <p>Today, an Urban Service Report is not required for voluntary annexations.</p>
<ul style="list-style-type: none"> ▪ A major annexation shall become effective no sooner than 90 days following annexation approval. 	<p>Gives the City time to prepare for service delivery.</p>	<p>Timing with revenue sources.</p>
<p>Building Permits:</p> <ul style="list-style-type: none"> ▪ County will continue to process permits initiated prior to effective date of annexation. 	<p>Clear indication to citizens and staff of process. City is not responsible for inspecting building permits that they did not issue.</p>	<p>None.</p>
<ul style="list-style-type: none"> ▪ Beginning the day after an approved annexation referendum, the City acts as the agent for issuance of building permits. 	<p>Clear indication to citizens and staff of process.</p>	<p>None.</p>
<p>Development Permits:</p> <ul style="list-style-type: none"> ▪ Beginning on the 	<p>Commitment of file transfer.</p>	<p>Antiquated language based on electronic formats available on-</p>

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<p>effective date of an approved annexation, the County shall promptly transfer files together with prorated fee to the City to continue process to completion.</p>		line today.
<ul style="list-style-type: none"> ▪ City handles renewals after effective date of annexation as long as there has never been any action on that permit. 	Clear indication to citizens and staff of process.	None.
<p>Code Enforcement:</p> <ul style="list-style-type: none"> ▪ Pending local ordinance violation cases, which have not received a Code Enforcement Hearing or adjudication, will be turned over to the City on the effective date of an annexation. 	Clear indication to citizens and staff of process.	The County's ordinances and the City's ordinances are not the same, thus ordinance citations and language would not be similar. It would be practically unnecessary for the County to transfer existing violations to the City.
<ul style="list-style-type: none"> ▪ The County will make its employees available as witnesses in such code enforcement actions. 	Clear indication to citizens and staff of process.	None.
<p>Land Use and Development Permits:</p> <ul style="list-style-type: none"> ▪ The City agrees to enforce any lawful conditions imposed by 	None.	Too vague to add value.

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the County in an annexation area.		
<ul style="list-style-type: none"> The County will make its employees available to provide assistance in enforcement action on cases originally prepared by County personnel. 	Clear indication to citizens and staff of process.	None.
<ul style="list-style-type: none"> The County will provide the City with the opportunity to review and comment on all development permit applications within the City's urban reserve area. 	None.	After the repeal of the Boundary Adjustment Act, the urban reserve area no longer exists.
<ul style="list-style-type: none"> Areas covered by a Development of Regional Impact (DRI) Order and not fully developed shall be annexed as a whole. 	None.	DRI's no longer exist.
<p>Roads Maintenance and Ownership:</p> <ul style="list-style-type: none"> The City will annex the entire right-of-way of appropriate County roads and drainage easements. 	The transference is clear to staff.	None.
<ul style="list-style-type: none"> Defers to Florida Statute to determine road ownership and maintenance 	State statute clearly defines road ownership and maintenance responsibilities.	Road ownership and maintenance is complex.

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responsibilities or allows for an Interlocal Agreement.		
<ul style="list-style-type: none"> ▪ The County will prepare the legal documents to effect the transfer of ownership of roads within 12 months of effective date of annexation. 	Clear indication to citizens and staff of process.	None.
<ul style="list-style-type: none"> ▪ The City will reimburse the County for the cost of capital improvements constructed within 24 months prior to annexation and funded by revenue from unincorporated residents. 	Clear indication to citizens and staff of process.	None.
<p>Traffic Signals & Street Lights:</p> <ul style="list-style-type: none"> ▪ The transfer of ownership and operation of traffic signals takes place at the beginning of the next fiscal year immediately following the effective date of annexation. 	Clear indication to citizens and staff of process.	None.
<p>Surface Water Management/NPDES:</p> <ul style="list-style-type: none"> ▪ Maintenance and ownership 	Clear indication to citizens and staff of process.	None.

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<p>responsibilities of drainage improvements shall be transferred within 12 months</p>		
<p>Parks, Open Space and Recreation Facilities:</p> <ul style="list-style-type: none"> ▪ The City and County shall agree to the maintenance, operation and ownership responsibilities within 24 months of annexation. ▪ Both parties may determine that no change in management or ownership is desired. 	<p>None.</p>	<p>No definitive direction on transfer of ownership or maintenance responsibilities.</p>
<p>Public Works Inspections:</p> <ul style="list-style-type: none"> ▪ The County will continue to perform inspections for those commercial and residential projects and access connections that are being inspected by the County Codes Enforcement Department. 	<p>Clear indication to citizens and staff of process.</p>	<p>None.</p>
<p>Solid Waste:</p> <ul style="list-style-type: none"> ▪ The County will continue the residential solid waste collection through the end of the fiscal year 	<p>Residents of the unincorporated area pay for solid waste disposal on their annual tax bill, therefore they have already paid through the end of the</p>	<p>Once an area has been annexed into the city, Solid Waste takes over enforcement of solid waste violations immediately, even though we don't start receiving</p>

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<p>following annexation.</p> <ul style="list-style-type: none"> ▪ The City will assume the responsibilities at the beginning of the next fiscal year. 	<p>fiscal year. At the start of the new fiscal year, the fee is added to their GRU bill on a monthly basis.</p>	<p>refuse payments until the new fiscal year.</p>
<p>Fire Rescue Services:</p> <ul style="list-style-type: none"> ▪ In the event that a County fire rescue station is annexed by the City, the County may, at its discretion, continue to own and operate the station. ▪ Capital items assigned to the affected fire rescue station will remain County property. ▪ The City may negotiate to transfer and/or purchase the station. 	<p>None.</p>	<p>Too vague to add value.</p> <p>Was not effective in attempt to transition Station 19 after the annexation of the SW 20th Avenue area in 2008.</p>
<p>Employment of Affected County Employees:</p> <ul style="list-style-type: none"> ▪ The City will hire county employees when the position has been eliminated due to annexation and the city is hiring equivalent 	<p>N/A, this term has never been triggered, therefore staff has insufficient data to determine pros or cons.</p>	<p>N/A, this term has never been triggered, therefore staff has insufficient data to determine pros or cons.</p>

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<p>positions.</p> <ul style="list-style-type: none">▪ The City will negotiate with the appropriate city unions to provide for this clause.		
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