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**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 \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, 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, ~~Part II of under~~ Chapter 163, F.S., ~~the Local Government Comprehensive Planning and Land Development Act, authorizes~~ local governments are authorized to enter into joint planning area agreements ~~to better coordinate and mitigate the effects of a proposed annexation;~~ and

WHEREAS, ~~Chapter 225 of the Alachua County Code 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 haves identified a municipal reserve area for the City within the unincorporated County which ~~it- the City~~ may annex in the future in a manner consistent with the BAA; and

~~WHEREAS, the City and the County recognize that there is a need 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 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~~

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~~responsibility for fire and rescue services in the unincorporated areas of Alachua County; and~~

~~WHEREAS, the City and County currently fund separate law enforcement programs with the City having the responsibility for providing law enforcement services within the municipal boundaries of the City of Gainesville and the Alachua Sheriff's Office having the responsibility for law enforcement services in Alachua County; and~~

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

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

**I. Applicability and the Urban Services Report**

~~A. Urban Services Report: The City and the County agree that the contents of this Agreement shall apply to all annexations, including voluntary or referendum, within the City's municipal reserve area. It is also agreed that for each such annexation, the City shall prepare and adopt by non-emergency ordinance and submit to the County in accordance with the timelines required under the BAA an Urban Services Report that includes the following:~~

~~1. The annexation's name with a map and a metes and bounds legal description of the annexation area.~~

~~2. A map or maps of the municipality and adjacent territory showing the present and proposed municipal boundaries, the present major trunk water mains and sewer interceptor and outfalls, the proposed extensions of such mains and outfalls, and the general land use pattern in the area to be annexed.~~

~~3. For an annexation by referendum, a statement certifying that the area to be annexed meets the criteria in set forth in the BAA. For a voluntary annexation, a statement as to the what extent services to existing residents would need to be provided within the next five (5) years because of the annexation; to what extent taxes would need to be adjusted within the next five (5) years to provide services to the areas to be annexed, including services required by the City's Comprehensive Plan; and to what extent the area to be annexed meets the criteria of the BAA for the character of the area to be annexed by the City.~~

~~4. A statement setting forth the plans of the municipality for extending to the area to be annexed each of the major municipal services performed within the municipality at the time of annexation and including:~~

~~a) Provide for extending urban services except as otherwise~~



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~~provided herein to the area to be annexed on the date of the annexation on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to annexation.~~

~~b) Provide for the extension of existing municipal water and sewer services into the area to be annexed so that, when such services are provided, property owners in the area to be annexed will be able to secure public water and sewer service according to the policies in effect in the City for extending water and sewer lines to individual lots or subdivisions.~~

~~c) If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, the City will provide a proposed timetable for the construction of such mains as soon as possible following the effective date of the annexation.~~

~~d) A plan and/or method under which the municipality plans to finance the extension of services into the area to be annexed.~~

~~e) The adoption of equivalent and/or consistent ordinances to protect natural resources and other environmentally sensitive areas.~~

~~It should be noted that items (1) through (4) above are currently required by s. 225.13 of the Alachua County Code (BAA).~~

**III. Budget and Financial Considerations**

~~A. Each city annexation shall provide for a 90-day annexation review period by the County with respect to budget and financial considerations. The City shall submit two (2) copies of the Urban Services Report containing the fiscal impact considerations to the County's Office of Management and Budget (OMB) prior to the advertisement of the public hearing on the annexation. Based on the information included in the Urban Services Report, the County shall respond in writing to the City prior to the expiration of the annexation review period.~~

~~B. During the annexation review period, the County's OMB shall analyze the proposed annexation in accordance with the County's current financial policies.~~

~~C. In recognizing the potential for significant negative financial impacts to the County, the effective date of an annexation will be determined differently for minor and major annexations.~~

~~An **proposed** annexation will be considered "minor" if it meets the following criteria:~~



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~~Unincorporated Gainesville Urban Reserve~~ area population reduction of no more than 5%, or unincorporated area taxable property value reduction of no more than 5%.

~~A minor annexation shall become effective no sooner than 120 days after the County Manager's formal response. A minor annexation shall also become effective no sooner than 60 days after formal adoption by ordinance or referendum approval.~~

An ~~proposed~~ annexation will be considered "major" if it meets the following criteria:

~~Unincorporated Gainesville Urban reserve~~ area population reduction greater than 5%, or unincorporated ~~area~~ taxable property value reduction greater than 5%.

~~A major annexation shall become effective no sooner than October 1st of the fiscal year following the County's response. A major annexation shall also become effective no sooner than 120 days after formal adoption by ordinance or referendum approval.~~

~~D.All State of Florida statutory revenue requirements and interlocal agreements governing the distribution of revenue shall remain in effect until the distribution formulas are revised by the State or interlocal agreements are amended.~~

~~This Agreement will only apply to annexations that meet the above definition of "major" annexation. It does not apply to voluntary and/or minor annexations.~~

~~The City will not make any major annexation decided by referendum effective any sooner than 6 months or any later than 365 days from the date of the referendum.~~

~~Within 60 days of the receipt of the Urban Services Report for major annexations, the County shall provide to the City a "Financial Impact of Annexation" report. This report will detail what County revenues and expenditures will be impacted, an estimate of those impacts, and what the County Administration will do in an attempt to minimize any impact. In addition, it will provide documentation on how those estimates were derived, and the number of County employees that would be impacted by the annexation.~~

~~If the City concurs with the County's Financial Impact Report, and that report determines that the net affect on the County's finances is greater than 5% of the total MSTU budgeted revenues generated in the Gainesville Urban Reserve Area, the City and the County will negotiate the transfer of the following services prior to the effective date of the annexation.~~

**III. Land Use**

~~A. The County's Comprehensive Plan (all elements, adopted maps and policies) and Land Development Regulations shall remain in full force and effect and administered by the City until the City adopts a comprehensive plan amendment that includes the annexed area(s).~~

~~B. The City shall prepare, adopt and transmit land use amendments for all annexed areas and/or properties.~~

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

The County shall refer applicants to the City for processing any building and development permit applications in an annexation area after the adoption date or referendum approval of the annexation. The County also agrees to continue processing permit applications filed before the adoption or referendum approval date of an annexation.

A. Building Permits. As the agent of the City, the County shall continue to process under County codes and building permit requirements to completion any building permits for which it received a fully complete permit application and accompanying fee prior to the adoption or referendum approval date of the annexation.

Except as provided below for permit renewals, in the case of building permits issued prior to the date of adoption or referendum approval of an annexation, the applications and permits shall be processed through final inspection and/or issuance of an occupancy permit by the County.

~~In the event a building permit is issued in an area that is subsequently annexed prior to final inspection and/or issuance of certificate of occupancy, the permit holder will remain obligated to pay the County all applicable impact fees.~~

B. Discretionary Permits. As the agent of the City, the County shall continue to process to completion any development permits for which it received a fully complete permit application and accompanying fee prior to the adoption or referendum approval date of an annexation. Completion shall mean final administrative or quasi-judicial approvals except in the case of action required by the legislative body, except for appeals, in which case the City legislative body shall give final legislative approval.

C. Permit renewal. Any request for renewal of a permit issued by the County prior to the effective date of an annexation which is received after the annexation date shall be made to and administered by the City.

**V. Code Enforcement**



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~~Pending code enforcement cases prior to Code Enforcement Hearings or adjudication will be turned over to the City on the effective date of an annexation, and code enforcement activities after the effective date will be completed and/or initiated by the City. The County will make its employees available as witnesses in code enforcement actions (civil or criminal) at no additional cost.~~

### **Local Ordinance Violations**

~~Pending local ordinance violation cases, which are in a status prior to Code Enforcement Hearings or adjudication, will be turned over to the City on the effective date of an annexation. The County will make its employees available as witnesses in such local code enforcement actions (civil or criminal) at no cost to the City.~~

### **VI.V. Enforcement of Conditions imposed by the County on Land Use and Development Permits**

~~The City agrees to enforce any conditions imposed upon the issuance of land use and development permits within an annexation area by the County. The County will make its employees available to provide assistance in enforcement action on cases originally prepared by County personnel. 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 ~~which that~~ are subject to a public notice provision. The City will respond to County development permit review requests in a timely manner. ~~Finally, areas covered by a Development of Regional Impact (DRI) Order (approved or pending) shall be annexed as a whole.~~~~

### **VII.VI. Records Transfer**

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

### **VIII.VII. Public Works – Roads: Maintenance and Ownership Responsibilities**

~~A.Maintenance and Ownership Responsibilities:~~The City will annex the entire right-of-way of appropriate County roads and drainage rights-of-way and

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easements within and contiguous to an annexation boundary. The decision regarding road ownership and maintenance responsibilities for County Roads located within annexed areas shall be based upon definitions contained within Chapter 334.03 (3) and (8) F.S., or by Interlocal Agreement. Maintenance responsibilities shall be assumed by the City for those roads so defined as being part of the City Street System upon the effective date of the annexation. The County will prepare the necessary legal documents to effect the transfer of ownership of these roads within **twelve months** of the effective date of the annexation. ~~The County reserves the right to request compensation or cost sharing from the City for improvements made to transferred roadways within 24 months prior to the effective date of annexation.~~

A.

B. Traffic Signals: The City/County Traffic Signal Agreement shall be amended to reflect the annexation of traffic signals at the beginning of the **next fiscal year** immediately following the effective date of the annexation. The County/Florida Department of Transportation (FDOT) Signal Maintenance Agreement and the City/FDOT Signal Maintenance Agreement shall be amended to reflect any change in signal jurisdiction at the **beginning of the next fiscal year immediately** following the **effective** date of the annexation. The City shall notify Gainesville Regional Utilities (GRU) of the change in the ownership and operation responsibilities of the affected traffic signals for billing purposes concurrent with the effective date of the amended Traffic Signal Agreement.

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

**IX.VIII. Public Works – Surface Water Management/National Pollutant Discharge Elimination System**

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

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

C. Watershed Planning: The County and the City recognize that watershed

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management planning is ongoing and that all needed surface water improvements and solutions have not yet been identified. Therefore, the City and the County agree to work towards one or more separate Interlocal agreements for joint watershed management planning, construction and other related services as needed.

~~X-IX. Public Works—Parks, Open Space and Recreation Facilities~~

Maintenance and Ownership Responsibilities: If an annexed area includes park, open space or recreation facilities, the City and the County shall agree to the maintenance, operation and ownership responsibilities of any affected park properties and/or facilities within twenty-four (24) months of the effective date of annexation. The City and the County will jointly determine if the property and/or facilities should be transferred, leased, and/or operated by the City. Both parties may also determine that no change in management or ownership is desired. The City and the County shall determine and agree to how best to handle the exchange of ownership of the annexed park property if desired, and the resulting responsibilities from such discussions shall be included in a separate interlocal agreement. ~~The County and the City agree that the above language is not applicable to Alachua County Forever properties.~~

XI. Public Works – Inspections

Construction inspection responsibilities for active development projects located within the annexed areas shall be determined based upon the effective date of the annexation. 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 Office per any established interlocal agreement. For developments that include new roads to be dedicated to the public at the completion of the project, the County shall include the City in any final inspection notices.

XII. Public Works—Solid Waste

The County shall continue the residential solid waste collection program through the end of the fiscal year upon the effective date of the annexation. The City shall assume the responsibilities at the beginning of the next fiscal year following the effective date of the annexation.

~~XIII. Fire Rescue Services and Public Safety/Police Protection~~

A. Fire Rescue Services:

~~1. Designated Assistance Agreement: The City and the County agree to amend the Designated Assistance Agreement to assure the most equitable transfer of funds to compensate for services delivered to the~~



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~~annexed area as follows:~~

~~a) Payment for Services. Section 9 shall be amended to include: "Effective October 1, 2005, the determination of payments due for fire services rendered shall be calculated monthly based on call load data from the two months immediately prior to the billing month. For example, August calls for service will be used to prepare the October billing, September calls for service will be used to prepare the November billing, and so forth. The Alachua County OMB will coordinate with the City OMB to verify call load data, as approved by the respective Fire Rescue Departments, and prepare a reimbursement reconciliation to be used for invoicing. Formulas for cost consideration will be adjusted to a monthly calculation. An annual reconciliation calculation will continue to be performed by March 31 of each year using audited financial information."~~

~~b) One-time reconciliation. Section 9 shall be further amended to include the following language: "By October 31, 2005 a one-time reconciliation calculation shall be performed and payment to the appropriate jurisdiction shall be made based on actual call load data from fiscal year 2005."~~

~~c) Response Districts and Dispatch Protocol. The DAA shall be amended to require that the response districts and dispatch protocol for any station that has been annexed into the City, which the County continues to operate, remain consistent with that in effect during the six months prior to the annexation. The County and City may mutually agree to amend the response districts and dispatch protocol.~~

**Designated Assistance Agreement:** The current Designated Assistance Agreement (DAA) will continue to address the provision of first responders and fire suppression until both the City and the County agree to amend the DAA.

**2.1.** Ownership or Transfer of Fire Stations:

a) In the event that a County fire station is located in an area annexed by the City, the County ~~shall~~ may continue to own and operate the station ~~for a period of seven (7) years.~~ The County may also elect to retain ownership of the station for emergency medical services or any other County purposes.

b) Capital items assigned to the affected fire station will remain County property. The transfer or sale of capital items may be negotiated with the City.

~~e)~~ If the City desires to own and operate the station, the City must,

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~~within the first twenty four (24) months of the seven (7) year period, negotiate an agreement with the County for the appropriate timing, terms and conditions of the transfer of the station and its personnel to the City. The employment of County personnel with the City shall be with no loss of current or future earnings, compensations, seniority, rank, classification, benefits and pension.~~

~~d)c) The City and the County agree to site new and relocated fire stations consistent with the Fire & Emergency Medical Services Master Plan/October 2004 prepared by Emergency Services Consulting Inc.~~

~~B. Public Safety/Police Protection: In coordination with the Alachua County Sheriff's Office (ASO) and upon the effective date of any annexation, the City's Police Department will add the necessary personnel, staff and/or police zones to serve the annexed areas. Deputies of the Alachua County Sheriff's Department shall be offered positions by the City of Gainesville Police Department. The employment with the City shall be with no loss of current or future earnings, compensations, seniority, rank, classification, benefits and pension. Furthermore, the City's level of service for the annexed areas shall be the same or greater than the level of service provided by ASO for the twenty four (24) period prior to the annexation.~~

~~B.~~

~~C. The City shall negotiate with the appropriate City unions the employment of county employees so as to implement the above conditions.~~

Transfer of Affected County Employees

The City shall attempt to employ affected county employees, and sheriff employees who are responsible for road patrols so as to minimize the loss of jobs for County employees.

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

The City and County mutually agree to honor all joint agreements, interlocal 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, ~~this Agreement those above referenced agreements~~ takes precedence.

**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



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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 provision of this Agreement.~~

**~~XVIII.~~XVII. Effective Date, Duration and Termination**

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, 2006; however this agreement may be renewed in subsequent twelve-month intervals by mutual agreement in writing by both parties. ~~terminated by both the County and City.~~ Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this Agreement.

**~~XIX.~~XVIII. Amendments to the Agreement**

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

**~~XX.~~XIX. Severability of Provisions**

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

**~~XXI.~~XX. Recording of the Agreement**

Upon execution of this Agreement by both parties, the County will record this

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Agreement in the Public Records of Alachua County.



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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: \_\_\_\_\_  
Cynthia Moore Chestnut, Chair  
Board of County Commissioners

ATTEST

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

(SEAL)

APPROVED AS TO FORM

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

CITY OF GAINESVILLE

3/11/2005

By: \_\_\_\_\_  
Pegeen Hanrahan, Mayor

ATTEST

\_\_\_\_\_  
Kurt Lannon, Clerk

(SEAL)

APPROVED AS TO FORM

By: \_\_\_\_\_  
Gainesville City Attorney