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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, under Chapter 163, FS, 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 Plan have identified a municipal reserve area for the City within the unincorporated County which the City may annex in the future in a manner consistent with the BAA; 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 desire to develop an Interlocal Agreement that will apply to certain annexations by the City; 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.):

Budget and Financial Considerations

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

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

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An annexation will be considered "major" if it meets the following criteria: Gainesville Urban Reserve area population reduction greater than 5%, or unincorporated area taxable property value reduction greater than 5%.

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.

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.

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.

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

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which case the City legislative body shall give final legislative approval.

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

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.

Enforcement of Conditions imposed by the County on Land Use and Development Permits

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 that are subject to a public notice provision. The City will respond to County development permit review requests in a timely manner.

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.

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

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

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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.

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.

Surface Water Management/National Pollutant Discharge Elimination System

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 disposition 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.

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.

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

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.

Public Works – Inspections

Construction inspection responsibilities for active development projects located within

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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.

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.

Fire Rescue Services

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.

Ownership or Transfer of Fire Stations:

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

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.

If the City desires to own and operate the station, the City must, 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.

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.

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.

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, those above

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referenced agreements take precedence.

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.

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.

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. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this Agreement.

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 either party and will be executed with the same formality as this document.

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 phrases 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.

Recording of the Agreement

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

APPROVED AS TO FORM

(SEAL)

By: _____
David W. Wagner, County Attorney

CITY OF GAINESVILLE

3/11/2005

By: _____
Pegeen Hanrahan, Mayor

ATTEST

Kurt Lannon, Clerk

APPROVED AS TO FORM

(SEAL)

By: _____
Gainesville City Attorney