

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON
COUNTY REGARDING ANNEXATION PROCEDURES**

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into on this ____ day of _____, 2016, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”) and the CITY OF TALLAHASSEE, a Florida municipal corporation (“City”).

RECITALS

WHEREAS, Goal 2 of the Intergovernmental Coordination Element of the Tallahassee-Leon County Comprehensive Plan is to maintain and enhance the health, viability, and growth of the City; and

WHEREAS, Objective 2.1 of the Intergovernmental Coordination Element of the Tallahassee-Leon County Comprehensive Plan states the City intends to expand its corporate limits to provide urban services to urbanized and urbanizing areas in the Urban Services Area; and

WHEREAS, annexation by the City shall be in accordance with Chapter 171, Florida Statutes; and

WHEREAS, the City and County entered into a settlement agreement in *Leon County v. City of Tallahassee*, Case No. 03-2195, which provided for consideration of an amendment to the Tallahassee-Leon County Comprehensive Plan governing procedures for proposed annexation; and

WHEREAS, on September 21, 2004, the City and County Commissioners voted to adopt a Comprehensive Plan amendment to provide the Board of County Commissioners with additional information and an extended timeframe to consider and review proposed annexations; and

WHEREAS, the City and County agree that the annexation procedures and policies are better dictated within an interlocal agreement as opposed to the Tallahassee-Leon County Comprehensive Plan; and

WHEREAS, the County and the City desire to enter into an agreement to accomplish the goals, objectives, and public purposes set forth in these recitals.

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained and set forth, and obligations herein contained, and subject to the terms and conditions herein stated, the City and County hereby agree as follows:

1. Purpose and Incorporation of Recitals. The purpose of this Interlocal Agreement is to set forth annexation review procedures and policies in accordance with Chapter 171, Florida Statutes, and the Tallahassee-Leon County Comprehensive Plan. The Recitals articulated above are incorporated herein as if fully set forth below.
2. City Annexation Plan. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan for annexation (hereinafter the “City Annexation Plan”) setting forth the schedule for the delivery of City-provided urban services to the property subject to annexation and which shall include:
 - a. A specific description of the proposed areas to be annexed, including the annexation of right-of-ways, if any;
 - b. An assurance of land use compatibility;
 - c. The facilities to be provided and the responsible entity for said facilities;
 - d. How level of service standards will be met;
 - e. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.
3. Voluntary Annexation. When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s) and ownership information from the online database furnished by the County Property Appraiser, to the relevant City departments for official review and comment and to the County Administrator. The City Annexation Plan for each annexation shall also be provided by the City to the County Administrator, the County’s Director of Development Support and Environmental Management and the County Attorney not less than twenty (20) days before the first reading of the ordinance considering such annexation, but in no event less than five (5) days before the next regularly scheduled Board of County Commissioners meeting. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation at a public meeting prior to the adoption of the annexation ordinance(s) by the City Commission, and such comments will be provided to the City Manager at least five (5) days prior to the public hearing on the annexation ordinance(s).
4. County objections to proposed annexation. In the event that the County objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed thirty (30) days for the purpose of holding the joint Mayor/Chair meeting. Should the Mayor/Chair joint meeting resolve the dispute, such resolution shall be reduced to writing and presented to the City Manager and County Administrator for appropriate action consistent therewith. In the event

the County continues to object to the proposed annexation following the joint Mayor/Chair meeting, the City and County shall submit the dispute to mediation. The expense of a mutually acceptable mediator shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed sixty (60) days for the purpose of conducting the mediation proceedings. Should the mediation resolve the dispute, such resolution shall be reduced to writing and presented to the City Manager and County Administrator for appropriate action consistent therewith.

5. Termination. This Interlocal Agreement may only be terminated upon mutual consent of the Parties, consistent with the Tallahassee-Leon County Comprehensive Plan.
6. Dispute Resolution. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.
 - a. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
 - b. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.
 - c. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

- d. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
 - i. Such arbitration shall be initiated by delivery, from one Party (the “Petitioner”) to the other (the “Respondent”), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.
 - ii. Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.
 - iii. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

7. General provisions.

- a. Governing law and venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Tallahassee, Leon County, Florida.
- b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- c. Modification. This Agreement shall not be modified, except in writing duly executed by the Parties hereto.

- d. Binding effect. This Agreement shall be binding upon the successors and, subject to below, assignees of the Parties hereto.
 - e. Assignments. Because of the unique nature of the relationship between the Parties and the terms of the Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not be unreasonably withheld.
 - f. Entire agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matter are superseded by this Agreement.
 - g. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
 - h. Indemnification. To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their official, officers, and employees, from and against all liabilities, damages, costs, and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Agreement.
 - i. Costs and Attorney's Fees. In the event of litigation between the Parties to construe the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending the subject litigation. The term litigation shall include appellate proceedings.
 - j. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
8. Effective date. This Agreement shall be effective on the date last approved by either party.

IN WITNESS WHEREOF, the Parties cause this Interlocal Agreement to be executed by their duly authorized representatives this _____ day of _____, 2016.

CITY OF TALLAHASSEE

LEON COUNTY, FLORIDA

By: _____
Andrew Gillum, Mayor

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
James O. Cooke, IV
City Treasurer-Clerk

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____

By: _____

Approved as to form:
City Attorney's Office

Approved as to form:
County Attorney's Office

By: _____
Lewis E. Shelley, Esq.
City Attorney

By: _____
Herbert W.A. Thiele, Esq.
County Attorney