

**JOINT PLANNING AREA INTERLOCAL AGREEMENT  
BETWEEN ALACHUA COUNTY AND  
THE CITY OF ALACHUA**

This Joint Planning Area Interlocal Agreement (“JPA” or “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), and the City of Alachua, a municipal corporation created under the laws of Florida, by and through the City Commission of the City of Alachua (the “City”). Hereinafter, the County and the City may be each individually referred to as “Party” or collectively referred to as the “Parties.”

**WHEREAS**, the County and the City wish to provide for better intergovernmental relations and coordinate planning efforts, as authorized pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, Part II of Chapter 163, Florida Statutes, addresses the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure continued growth while preserving and enhancing the public welfare; and

**WHEREAS**, Section 163.01(4) and (5), Florida Statutes, provides that a public agency of the State, as defined by Section 163.01(3), Florida Statutes, may contract with any other public agency of the State to exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the County and the City are public agencies within the meaning of Section 163.01(3), Florida Statutes; and

**WHEREAS**, Section 163.3171(3), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, procedures for the administration of land development regulations or the land development codes applicable thereto, and the manner of representation of any joint body that may be created under the joint agreement; and

**WHEREAS**, on July 23, 2018, the City adopted Ordinance Number 18-15 on second reading, annexing approximately 148.24 acres of unincorporated property into the jurisdiction of the City (the “Annexation” or “Annexed Property”); and

**WHEREAS**, on August 14, 2018, the County initiated the intergovernmental conflict resolution process, pursuant to Chapter 164, Florida Statutes, due to the configuration of the Annexation and concerns regarding service delivery; and

**WHEREAS**, the County and the City are currently participating in the intergovernmental conflict resolution process; and

**WHEREAS**, the Parties agree that entering into this JPA resolves the existing intergovernmental conflict by establishing a framework to address future annexations in the defined joint planning area and address the Parties' concerns regarding the efficient provision of services in areas subject to this JPA; and

**WHEREAS**, the County and the City recognize that mutual coordination of land use densities and designations is necessary to maintain community character, support urban infrastructure, accommodate future populations, and protect rural areas within the County; and

**WHEREAS**, the County and the City recognize that the coordination and subsequent planned transition of services and capital improvements from the County to the City is part of the shared goal of providing efficient and effective public services and facilities to all residents within the JPA; and

**WHEREAS**, the County and the City have: (i) full power and authority to enter into this Agreement; (ii) taken all necessary actions and obtained all necessary approvals to enter into this Agreement and to perform the terms and conditions of this Agreement; and (iii) duly authorized, executed, and delivered this Agreement such that this Agreement constitutes the legal, valid, and binding obligations of the County and City; and

**WHEREAS**, this Agreement does not conflict with, and is not prohibited or limited by, any agreement or instrument to which the County or City is a party, or by which the County or City is bound, or any statute, law, ordinance, rule, or regulation applicable to the Parties or by which they are bound; and

**WHEREAS**, the County and the City acknowledge that the current intergovernmental conflict resolution process between the Parties will conclude with the execution of this JPA and the execution of the deeds for rights-of-way provided for in Article 6 of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained herein, the County and the City do hereby agree as set forth below:

**ARTICLE 1. INCORPORATION OF RECITALS.** The above recitals are incorporated herein and made part of this Agreement.

**ARTICLE 2. PURPOSE AND AUTHORITY OF AGREEMENT.** This Agreement is executed pursuant to Chapters 125, 163, and 166, Florida Statutes. The purpose of this Agreement is to accomplish the following:

- a. Confirm that the County and the City have jointly approved the boundaries of the Joint Planning Area;
- b. Set forth the conditions and procedures under which the City will accomplish annexation;
- c. Set forth the conditions and procedures under which the County and City will accomplish joint planning and service delivery within the Joint Planning Area;
- d. Transfer ownership of two rights-of-way from the County to the City upon execution of this Agreement; and

- e. Set forth a mechanism for the City to improve the intersection of NW 93<sup>rd</sup> Avenue and NW 43<sup>rd</sup> Street in the event that a certain threshold of impact exists, as defined in Article 6 below.

**ARTICLE 3. DESIGNATION OF JOINT PLANNING AREA.**

- a. The Joint Planning Area, as illustrated on **Map 1: Joint Planning Area Boundaries**, includes all outlined unincorporated and incorporated parcels (**Attachment A**).
- b. Any change in the boundary of the Joint Planning Area must be made by amendment of this Agreement and is not effective unless jointly approved by both County and City.

**ARTICLE 4. TERM.** This Agreement is effective upon the later date of execution of the Parties hereto and will remain in effect for a period of 20 years from that date. At its expiration, this Agreement will automatically renew for additional 20-year terms, unless either Party has notified the other Party in writing, at least 180-calendar days prior to the expiration of the current term, of its intent not to renew this Agreement. Notice of intent not to renew this Agreement does not constitute a termination pursuant to Article 15 of this Agreement. In the event of expiration of this Agreement, the transfers of rights-of-way contained in Article 6 of this Agreement are not nullified and ownership and maintenance responsibilities for the listed rights-of-way remain with the City beyond the expiration. This Agreement expires upon the complete annexation or contraction of all areas within the designated Joint Planning Area.

**ARTICLE 5. ANNEXATION.** The City may annex lands inside the boundary of the Joint Planning Area consistent with this Agreement without objection from the County.

- a. For annexations within the Joint Planning Area, the City must provide notice to the County of all annexations within the Joint Planning Area in accordance with Chapter 171, Florida Statutes.
- b. The County will not object to the City's annexations within the Joint Planning Area that fail to meet the strict requirements of Chapter 171, Florida Statutes, regarding enclaves, contiguity, and compactness.
- c. Nothing contained in this Agreement limits the County's ability to challenge annexations by the City outside of the designated Joint Planning Area. If the County challenges a City annexation outside of the Joint Planning Area, that will not in any way affect or impact this Agreement or the rights of the Parties contained herein.

**ARTICLE 6. INFRASTRUCTURE AND IMPACT FEES.** To provide more efficient and economical public services to the residents of the County and the City, particularly those residents within the Joint Planning Area, the County and the City agree to plan for and execute the transition and effective provision for public infrastructure in and around the Joint Planning Area, as delineated in **Attachment A**.

- a. Effective immediately, the County offers and the City accepts ownership of that portion of the NW 93<sup>rd</sup> Avenue right-of-way, including the underlying fee and the improvements thereon, west of NW 43<sup>rd</sup> Street and currently owned by the County. Transfer of ownership will be effectuated through the execution of a deed transferring ownership of the right-of-way, executed by the chairperson of each Party and recorded within 60 calendar days of the effective date of this Agreement. Upon transfer of ownership from the County to the

City, the County retains no responsibilities for ongoing maintenance of NW 93<sup>rd</sup> Avenue. Provided, however, within six months from the date of execution of this Agreement, the County will repair all potholes and deficiencies in the current roadway surface of the portion of NW 93<sup>rd</sup> Avenue accepted herein by the City and apply a thin bituminous surface treatment to said roadway surface.

- b. Effective immediately, the County offers and the City accepts ownership of the NW 59<sup>th</sup> Street right-of-way, including the underlying fee and the improvements thereon, south of NW 93<sup>rd</sup> Avenue. Transfer of ownership will be effectuated through the execution of a deed transferring ownership of the right-of-way, executed by the chairperson of each Party and recorded within 60 calendar days of the effective date of this Agreement. Upon transfer of ownership from the County to the City, the County retains no responsibilities for ongoing maintenance of NW 59<sup>th</sup> Street.
- c. For any proposed development generating at least 25 peak hour trips and located within the Joint Planning Area, the City shall require the developer to submit to the City a formal traffic methodology letter and traffic study that is signed and sealed by a professional engineer, to evaluate the intersection of NW 93<sup>rd</sup> Avenue and NW 43<sup>rd</sup> Street. Within 10 business days of receipt of the formal traffic methodology letter, the City shall provide such signed and sealed letter and traffic study to the County Manager for review and comment. County staff shall submit any comments to City staff within 10 business days and City staff shall submit the County's comments into the record during any hearing held by the City on the application. The traffic study must address operational and safety improvements attributable to the proposed development, and include a roundabout justification report. As a condition of the development plan, the City shall cause the developer of the proposed development to construct, or pay the full costs of, the necessary improvements including turn lanes, turn lane storage, acceleration/deceleration lanes, traffic control devices, traffic signals, and bicycle and pedestrian facilities, as warranted based on the traffic study. If the foregoing provision is found to be illegal by a court of competent jurisdiction or if the City is unable or unwilling to cause the developer to construct or pay for the necessary improvements, the City shall cause the construction, or payment of the full costs, of the necessary improvements outlined in this Article through some alternative means. All necessary traffic control devices must be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and FDOT roadway and traffic design standards. All left-turn storage lanes, at a minimum must include the addition of paved shoulders and a full-width overlay.

If the County disagrees with the process or findings of the traffic study and traffic methodology letter, the County shall notify the City Manager of such dispute and the County Manager, or designee, and City Manager, or designee, shall meet within 30 calendar days to resolve the dispute. If the County Manager and City Manager are unable to resolve the dispute over the traffic study and methodology, the County Manager and City Manager shall select a mutually agreeable third-party expert to make a traffic study methodology determination that is binding on the Parties and must be used in the review of the proposed development. Any costs associated with hiring the third-party expert will be evenly shared between the Parties.

- d. If the County permits development within the unincorporated portions of the Joint Planning Area that will increase trips on collector or arterial rights-of-way owned or maintained by the City within two miles of the County-permitted development, the County shall pay the City the value of the proportionate share of any impact fee, or equivalent fee, associated with the subject development and collected by the County. The payment may come from any legally available funding source deemed appropriate by the County. The proportionate share of the fee will be based on the percentage of trips projected to impact City owned or maintained collector or arterial rights-of-way compared to the percentage of trips projected on other roads. Any money paid by the County to the City under this paragraph must be used by the City for an impact related project within 20 years of the County's payment to the City or any portion not used for an impact related project will be returned to the County.

#### **ARTICLE 7. JOINT PLANNING AND SERVICE DELIVERY.**

- a. **Fire Services.** The Parties acknowledge that the County currently provides fire services within the jurisdictional boundaries of the City and unincorporated Alachua County. Therefore, there is not a concern regarding inefficient provision of fire services within the Joint Planning Area. If the City pursues fire services through an alternative means and no longer utilizes the Alachua County Fire Department, then the County Manager and the City Manager shall meet in order to develop a mutually acceptable provision of fire services. If the City pursues fire services through an alternative means, the County and the City agree to reciprocate fire services as dispatched by the Combined Communication Center.
- b. **Waste Collection.** The Parties acknowledge that at the time of execution of this Agreement, the County currently contracts with a third party waste provider for the unincorporated portions of the Joint Planning Area and cannot unilaterally allow the City to extend its waste collection services into the unincorporated areas subject to this Agreement. When appropriate and able, the County will seek to negotiate its waste services contract to allow the City and its waste provider to extend services into the unincorporated portions of the Joint Planning Area.
- c. **Law Enforcement Services.** The Parties acknowledge that the City currently operates the Alachua Police Department within the City's jurisdiction and that the Alachua County Sheriff is an independent, constitutional officer with no direct oversight from the County. The Parties recognize that it may be more efficient for the Alachua Police Department to respond to emergency calls within the Joint Planning Area than it is for the Alachua County Sheriff's Office to respond. To address the efficient provision of law enforcement services within the Joint Planning Area, the City will send a letter to the Alachua County Sheriff, inviting the Sheriff to negotiate service arrangements within the Joint Planning Area. The City will send such letter to the Alachua County Sheriff within one year of the effective date of this Agreement.
- d. **Water and Sewer Connection.** New development within the Joint Planning Area shall be required to connect to centralized water and sewer services, unless economically or technically infeasible. New residential development at a density lower than one dwelling unit per two acres, or consisting of six or fewer lots, shall be exempt from this requirement.
- e. **Land Use and Development.** The Parties acknowledge that development approved by one Party within the Joint Planning Area may affect other portions of the Joint Planning Area, including those portions within the jurisdiction of the other Party. As such, the Parties

desire consistent and compatible development within the Joint Planning Area and across the Parties' jurisdictional boundaries.

1. Within 10 calendar days of receiving a complete application for (i) a rezoning, (ii) a comprehensive plan amendment, or (iii) a development approval, the Party receiving the application must notify the other Party of the application and provide a copy of the application and related materials upon request of the other Party. The Party receiving the application will permit the other Party 30 calendar days from the date the notification was received to submit comments on the application and will introduce those comments into the public record of any hearing for the application.
2. The Parties recognize the value of joint planning between the County and the City and will continue working toward a future goal of an agreement under Part II, Chapter 171, Florida Statutes, which encompasses the entirety of the City and adjacent unincorporated areas.

**ARTICLE 8. RELATIONSHIP TO EXISTING LAWS AND STATUTES.** In meeting the commitments encompassed in this Agreement, the Parties will comply with the requirements of all applicable State or local law. Furthermore, the County and the City retain the ultimate authority for land use and development decisions 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. Nothing in this Agreement constitutes a waiver by either Party of its rights to challenge the action of the other Party under state, federal, or local law, unless specifically waived in this Agreement.

**ARTICLE 9. INDEMNIFICATION AND LIABILITY.** Each party is solely responsible for the negligent or wrongful acts of its employees, agents, commissions, or officers. Nothing herein constitutes a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**ARTICLE 10. DISPUTE RESOLUTION.** The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Article.

- a. The County Manager, or designee, and the City Manager, or designee, shall meet within 30 calendar days of notice of the dispute. At this meeting, the Managers, or their designees, shall work towards a resolution of any dispute arising out of the application, interpretation, or enforcement of this Agreement.
- b. If the meeting of the County Manager and City Manager does not result in the resolution of the conflict, then either Party may initiate the following dispute resolution process by providing written notice to the other Party:
  1. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues in conflict.
  2. If discussions among the Parties fail to resolve the dispute within 60 calendar days of the notice described above, the Parties will utilize a mutually agreeable third-party mediator to attempt to resolve the conflict. The costs of such mediator, as well as any associated costs of the conflict resolution, shall be borne equally by the Parties.

3. If mediation results in an impasse, the Parties may initiate litigation to resolve the conflict. Nothing herein waives or limits a Party's right to litigate until the conclusion of the dispute resolution process if an emergency exists justifying the expedited initiation of litigation.
- c. If any Article of this Agreement provides a specific dispute resolution process, the Parties agree to follow the specific process before proceeding to the general dispute resolution process of this Article.

**ARTICLE 11. AMENDMENTS TO THE AGREEMENT.** The Parties may not amend, modify, or alter the terms or conditions set forth herein unless the amendment, modification, or alteration is contained in a written document, executed by the Parties with the same formalities as this Agreement between the County and the City.

**ARTICLE 12. SEVERABILITY.** If any Article, Section, subsection, paragraph, sentence, clause, or phrase of this Agreement is declared illegal, null, or void for any reason, the remaining Articles, Sections, subsections, paragraphs, sentences, clauses, or phrases will continue to remain in full force and effect.

**ARTICLE 13. LAW AND VENUE.** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any disputes or causes of action arising out of this Agreement is in Alachua County.

**ARTICLE 14. NOTICE.** Any notice required or allowed to be delivered hereunder must be in writing and is deemed to be delivered when (i) hand-delivered to the official hereinafter designated, or (ii) 3 business days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, address to the Party at the address set forth below, or such other address as the Party may have specified by written notice to the other Party delivered in accordance herewith, or (iii) the date of actual receipt of the notice, whichever is earliest. Notice for the Parties must be delivered to the following individuals and addresses:

City:           City Manager  
                  City of Alachua  
                  P.O. Box 9  
                  Alachua, Florida 32615

                  City Attorney  
                  City of Alachua  
                  P.O. Box 9  
                  Alachua, Florida 32615

County:       County Manager  
                  Alachua County  
                  12 SE 1<sup>st</sup> Street  
                  Gainesville, Florida 32601  
                  ATTN: County Manager

County Attorney  
Alachua County  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
ATTN: County Attorney

**ARTICLE 15. TERMINATION.** Either the County or the City may terminate this Agreement with a 180 calendar day written notice. If the City terminates or materially breaches this Agreement, the City shall pay the County the actual cost of any improvements or repairs made to NW 93<sup>rd</sup> Avenue and NW 59<sup>th</sup> Street by the County pursuant to Article 6 of this Agreement within 180 calendar days of the termination or breach. If the County terminates or materially breaches this Agreement, the rights-of-way transferred pursuant to Article 6 of this Agreement, identified as NW 93<sup>rd</sup> Avenue and NW 59<sup>th</sup> Street, will revert to County ownership and the County will assume maintenance responsibilities for these rights-of-way and pay the City the value of the remaining useful life of any improvements to the subject rights-of-way made by the City during the term of this Agreement.

**ARTICLE 16. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, is an original, with all counterparts together constituting one and the same instrument.

**ARTICLE 17. CONSTRUCTION.** The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof and the powers conferred by this Agreement shall be in addition and supplementary to the powers conferred by any general, local or special law, or by any charter of the Parties. All Parties have participated in the preparation of this Agreement and the provision hereof may not be construed for or against any Party by reason of authorship.

**ARTICLE 18. RECORDS.** The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

**ARTICLE 19. NON-WAIVER.** The failure of any Party to exercise any right in this Agreement is not a waiver of the right to later enforce that or any provision of this Agreement..

**ARTICLE 20. ATTACHMENTS.** All attachments or exhibits to this Agreement are incorporated into and made part of this Agreement by reference.

**ARTICLE 21. EXTENSION OF TIME.** The County Manager and City Manager may agree, in writing, to extend any timeframes set forth in this Agreement, except that this Article does not authorize the County Manager and City Manager to extend the term of this Agreement.

**ARTICLE 22. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, understandings, or representations.



