

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

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this 25th day of July, 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, On May 18, 2016, and on May 24, 2016, the City of Tallahassee City Commission and the Leon County Board of County Commissioners respectively approved an amendment to Policy 2.1.4 of the Intergovernmental Coordination Element of the Tallahassee-Leon County Comprehensive Plan governing annexation of properties into the City of Tallahassee;

WHEREAS, Policy 2.1.4 provides that the County and the City shall set out procedures for annexation by an interlocal agreement; and

WHEREAS, the County and the City desire to enter into an agreement to set out such procedures for annexation.

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. 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 ("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 provider for such 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.

2. Voluntary Annexation. When the City receives a petition for voluntary annexation, it will provide notice of the petition, together with the parcel number(s) and ownership information available from the Leon County Property Appraiser, to the relevant City departments for official review and comment, and to the County Administrator. The City Annexation Plan

together with the petition for each annexation shall be provided by the City to the County Administrator, the County's Director of Development Support and Environmental Management and the County Attorney, and shall be provided at least twenty (20) calendar days before the first reading of the ordinance considering such annexation, where such period shall also be at least five (5) calendar days before the next regularly scheduled Board of County Commissioners ("Board") meeting. The Board shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation ordinance(s) by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation ordinance(s).

3. County objections to proposed annexation. In the event that the County objects to the annexation, the City Manager and County Administrator, or their designees, shall meet and confer 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 meeting. Should the 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 meeting, the City and County shall submit the dispute to mediation. The expense of a mutually acceptable mediator shall be divided equally 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. The City Manager and the County Administrator shall represent the parties at the mediation. Should the mediation resolve the dispute, such resolution shall be reduced to writing and presented to the City Commission and County Commission for appropriate action consistent therewith. In the event the County continues to object to the proposed annexation, then either party may pursue whatever remedies may be available at law, in equity, or otherwise.
4. Dispute Resolution. Any dispute arising under this Agreement, which is not the subject of the procedures set out in section 3, shall be subject to the procedures set out in this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as alternative dispute resolution processes are set forth in section 3 and section 4.
 - 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 delivery 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 be certified in accordance 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 the American Arbitration Association, 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.
5. Termination. This Agreement shall remain in effect unless terminated by mutual consent of the parties.
6. 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. The parties waive the right to trial by jury in any litigation arising from, concerning or relating to this Agreement.
 - 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. 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.
 - e. 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.
 - f. 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.
 - g. 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.
7. Effective date. This Agreement shall be effective on the date of the last approval hereof.

IN WITNESS WHEREOF, the parties cause this Interlocal Agreement to be executed by their duly authorized representatives this 25th day of July, 2016.

CITY OF TALLAHASSEE

LEON COUNTY, FLORIDA

By: Andrew D. Gillum
Andrew Gillum, Mayor

By: Bill Proctor
Bill Proctor, Chairman
Board of County Commissioners

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



ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida



By: James O. Cooke, IV

By: John Stahl, Deputy Clerk

Approved as to form:
City Attorney's Office

Approved as to form:
County Attorney's Office

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

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