

ORDINANCE 2015-17

AN ORDINANCE OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE COUNTY OF VOLUSIA, FLORIDA, AND THE CITY OF EDGEWATER, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida Statutes, the city council of the City of Edgewater approved Resolution No. 2014-R-06 (Initiating Resolution) on April 7, 2014, and the county council of the County of Volusia approved Resolution No. 2014-55 (Responding Resolution) on April 17, 2014, identifying lands that are logical candidates for future annexations, agreeing to negotiate the appropriate land uses, infrastructure needs and the provider of services for such lands, and to ensure protection of natural resources; and

WHEREAS, the city and county have met since the approval of the resolutions to discuss the issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary Agreement; and

WHEREAS, the city council of the City of Edgewater approved the proposed Interlocal Service Boundary Agreement on first reading on August 17, 2015, and will consider it for final adoption on September 28, 2015; and

1 **WHEREAS**, the county council finds that the Interlocal Service Boundary
2 Agreement will serve the best interests and welfare of the citizens of Volusia
3 County.

4 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF**
5 **VOLUSIA COUNTY, FLORIDA AS FOLLOWS:**

6 **SECTION I.** The foregoing recitals are incorporated herein by
7 reference.

8 **SECTION II.** The county council hereby approves the Interlocal
9 Service Boundary Agreement attached hereto as **Exhibit A**, and authorizes and
10 directs the execution of the agreement by the county chair and county manager.

11 **SECTION III.** The county council further authorizes and directs all
12 necessary and appropriate action to amend the county's comprehensive plan as
13 required by section 171.203(9), Florida Statutes.

14 **SECTION IV.** The Interlocal Service Boundary Agreement shall be
15 recorded and filed with the clerk of court for Volusia County Circuit Court, in
16 accordance with section 163.01(11), Florida Statutes.

17 **SECTION V.** This ordinance, and the agreement attached hereto
18 as **Exhibit A**, have been approved in accordance with section 171.203(14),
19 Florida Statutes.

20 **SECTION VI.** **SEVERABILITY** - Should any word, phrase, sentence,
21 subsection or section be held by a court of competent jurisdiction to be illegal,
22 void, unenforceable, or unconstitutional, then that word, phrase, sentence,

1 subsection or section so held shall be severed from this ordinance and all other
2 words, phrases, sentences, subsections, or sections shall remain in full force and
3 effect.

4 **SECTION VII:** CONFLICTING ORDINANCES - All ordinances, or
5 parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

6 **SECTION VIII:** EFFECTIVE DATE - This ordinance shall take effect
7 upon electronic filing of a certified copy with the Department of State.

8

9 ADOPTED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN
10 OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS
11 AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA
12 AVENUE, DELAND, FLORIDA THIS 24TH DAY OF SEPTEMBER, A.D., 2015.

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17 ATTEST:

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

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21 _____
22 JAMES T. DINNEEN
COUNTY MANAGER

JASON P. DAVIS
COUNTY CHAIR

Interlocal Service Boundary Agreement

City of Edgewater and County of Volusia

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF EDGEWATER AND
COUNTY OF VOLUSIA**

This Interlocal Service Boundary Agreement (“ISBA”), (collectively referred to as “the Agreement”) is made and entered into this _____ day of _____, 2015, by and between the City of Edgewater (“City”) and County of Volusia (“County”), sometimes herein referred to as “Party” or “Parties” as the context requires.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and _____, of the City of Edgewater Charter; and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the City invited the County to enter into negotiations for an Interlocal Service Boundary Agreement by Resolution 2014-R-06 on April 7, 2014; and

WHEREAS, the county council responded to the City’s invitation by Resolution 2014-55 on April 17, 2014, and agreed therein to participate in negotiations for an Interlocal Service Boundary Agreement; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and the provider for such lands, and to ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use

changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal service boundary agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, the County will support annexations within the Interlocal Service Boundary Agreement area that will further create efficiencies for the delivery of municipal services; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and the commitment by the City and County to do so are material inducements to the parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include but are not necessarily limited to:

1. Identification of a Municipal Service Area (“MSA”), which for purposes of this Agreement is defined (consistent with section 171.202(11), Florida Statutes) as being unincorporated land depicted in Map 1 attached to this Agreement that:

- a. may receive municipal services from the city; and/or
- b. may be annexed by the city;

2. Providing a process and schedule for the annexation of lands in an MSA;

3. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;

4. Addressing other service delivery issues;

5. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administration of land development regulations, and the issuance of development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with section 171.204, Florida Statutes, include a joint planning agreement under section 163.3171, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. *Incorporation of Recitals.* The recitals above are true and correct and are incorporated into this ISBA as if fully set forth herein, as the legislative findings of the City and County.

2. *Incorporation of Map 1.* Map 1 attached hereto is fully incorporated as if fully set forth herein.

3. *Term and Effective Date of Agreement.* The ISBA shall become effective when filed with Clerk of Court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes. The initial term of the Agreement shall be ten (10) years from the effective date of the Agreement. At the end of the fifth year, the City and County shall review the effectiveness and performance of this Agreement. Based upon the review, this Agreement, may continue for the remainder of the initial term, be amended as the parties desire, or be terminated in accordance with paragraph 5 of this Agreement.

4. *Renewal of Agreement.* The City and County shall, in the event the Parties desire to extend the initial term of the Agreement, initiate negotiations in accordance with section 171.203(12), Florida Statutes, no later than eighteen (18) months prior to the termination of the initial term.

5. *Termination of Agreement.* The City or County may terminate this Agreement at anytime upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate agreement in writing that has been approved by both Parties.

6. *Dispute Resolution.* The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
- b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph “a”, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.
- d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
- e. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of section 163.01(5)(p), section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

7. Duplication of Services. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
8. Roads; transfer of jurisdiction. This paragraph is intended to satisfy the requirements of section 335.0415(3), Florida Statutes.
 - a. County Thoroughfare Roads. For the purpose of this agreement and until such time that the County transfers ownership, the County shall retain jurisdiction, ownership and control of the entire length of County Thoroughfare Roads within the JPA/MSA regardless of any parcel annexations by the City, including the existing thoroughfare roads listed below and subsequent addition to the County's thoroughfare roadways in the Volusia County Comprehensive Plan:
 - (1) Air Park Road (from Indian River Boulevard to Park Avenue)
 - (2) Cow Creek Road (south of S.R. 442)
 - (3) Josephine St/10th St.
 - (4) Old Mission Road
 - (5) Volco Road
 - (6) W. Park Ave

County thoroughfare roadways that are removed from the Volusia County Comprehensive Plan thoroughfare roadway network are subject to transfer to the City per the terms of this ISBA per Section 8(b).
 - b. Non-thoroughfare Roads. The permanent transfer within the JPA/MSA of non-thoroughfare roadway maintenance responsibilities from the County to the City shall occur as follows:
 - (1) For purposes of this agreement, "road segment" shall mean the portion of a County road between two intersecting roads.
 - (2) Non-thoroughfare county roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility when at least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City.
 - (3) All County non-thoroughfare roads within the MSA shall transfer to the City's jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of

a road segment.

- (4) The 51% segment ratio shall be calculated based on the frontage of annexed parcels of the road segment between two intersecting roads or termination of said road.
- (5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads will be deemed annexed into the City and transferred to the City's jurisdiction, and ownership; and the City will be fully responsible for all maintenance and other responsibilities.
- (6) As the City accepts jurisdiction and responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.
- (7) Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Agreement, in which case the terms of this Agreement shall prevail. It is the intention of the parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Agreement is intended to convey the will of the parties concerning all road segments within the JPA/MSA.
- (8) The following local roads will be transferred to the city upon adoption of this agreement:
 - (i) Air Park Road – Park Avenue to Massey Road
 - (ii) Eels Grove Rd - Cow Creek Rd to end of road
 - (iii) Flying M Ct – End of road to Massey Ranch Blvd
 - (iv) Godfrey Rd – S. Ridgewood Ave to end of County maintenance
 - (v) Massey Ranch Blvd – End of road to Park Ave
 - (vi) O Possum Camp Rd – Begin County maintenance to I-95 on-ramp
 - (vii) Palm Breeze Dr - US1 to end of road
 - (viii) Relocation Rd – US1 to end of road

- (9) Road transfer includes infrastructure in the right-of-way, to include, but not limited to drainage, sidewalks and traffic control devices.

c. Transportation Planning and Coordination.

- (1) The City and County agree to use the adopted Volusia Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the impacted jurisdiction's comprehensive plans including the adopted Volusia TPO Long Range Transportation Plan.
- (2) In the event the standards or plans may be different, the TIA methodology and/or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.

d. Funding. The City and County agree to work together to obtain funding sources for capital transportation improvements, including capital and operating expenses for the provision of transit service, within the JPA/MSA.

e. Maintenance. The City and County may enter into maintenance agreements for certain segments of County roads within the JPA/MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement.

f. Continuing jurisdiction. All roads over which jurisdiction is transferred to the City under the terms of this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files that identify County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.

9. Solid Waste.
 - a. Annexed properties shall be transferred to the City's solid waste service on the first of the following month after annexation.
 - b. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's solid waste disposal facilities located at 1990 Tomoka Farms Road Landfill or the West Volusia Transfer Station.
10. Stormwater; transfer of jurisdiction. Two ditches/canals will be transferred to the City upon adoption of this agreement; one located on W. Turgot Avenue and one located on E. Indian Boulevard, and includes continued City maintenance responsibilities.
11. Growth and Resource Management.
 - a. Environmental Management. The County shall issue tree, Class II Overlay, and wetland permits, conduct inspections, and provide code enforcement until a property annexes.
 - b. Planning and Development Services.
 - (1) The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, within six months of the effective date of this ISBA, by adopting a policy referencing this Agreement. The County's policy shall read as follows, and shall be inserted in Chapter 14 of the county comprehensive plan:
 - 14.1.2.____ Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Edgewater have established an Interlocal Service Boundary Agreement (ISBA) adopted on _____, 2015. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ISBA.
 - (2) The City shall adopt a Municipal Service Area ("MSA"), as that term is defined in Section 171.202(11), Florida Statutes, as an amendment to its comprehensive land use plan within six months of the effective date of the ISBA, in accordance with Section 171.203 (11), Florida Statutes. The MSA shall include the area depicted in Map 1, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA.

- (3) Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within a JPA/MSA; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to, and the County shall enforce on, all lands in the JPA/MSA until the City annexes the land at issue or amends its comprehensive plan with respect to those lands

- (4) Joint Planning Area (“JPA”). The following additional finding is intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

Urban in Character. The unincorporated area in the JPA as depicted in Map 1 is anticipated for municipal annexation because it is “urban in character”, as that term is defined by section 171.031(8), Florida Statutes.

c. Building and Zoning.

The County shall issue building permits, conduct inspections, and provide code enforcement until a property annexes.

d. Permits in progress.

The County will finish processing, issuing and inspecting applications for permits that were submitted prior to the effective date of this ISBA, or until the property annexes.

12. Notice. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

County of Volusia
Attn: County Manager
Copy to: County Attorney
123 West Indiana Avenue
DeLand, FL 32720

If to the City:

City of Edgewater
Attn: City Manager

Copy to: City Attorney
104 North Riverside Drive
Edgewater, FL 32132

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

13. Sole Benefit. This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

14. Authority. The City and County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

15. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

16. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

17. Amendments. Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.

18. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with

previous agreements between the Parties, the terms of this Agreement shall control; provided however that all other terms of existing agreements remain in full force and effect.

19. Entire Understanding. Except as otherwise specifically set forth herein or in any subagreement, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.

20. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 (“Dispute Resolution”) paragraph 6 shall control.

21. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

22. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the JPA/MSA by the City and County; and the authority by the City to exercise powers extraterritorially over said lands, including but not necessarily limited to the application and enforcement of the codes.

23. Amendment of Intergovernmental Coordination Element of Comprehensive Plans. Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

24. Adoption by County. The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.

25. Adoption by City. The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Approved by: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission
And Expiration of Commission Term

CITY OF EDGEWATER

By: _____
Michael Ignasiak, Mayor

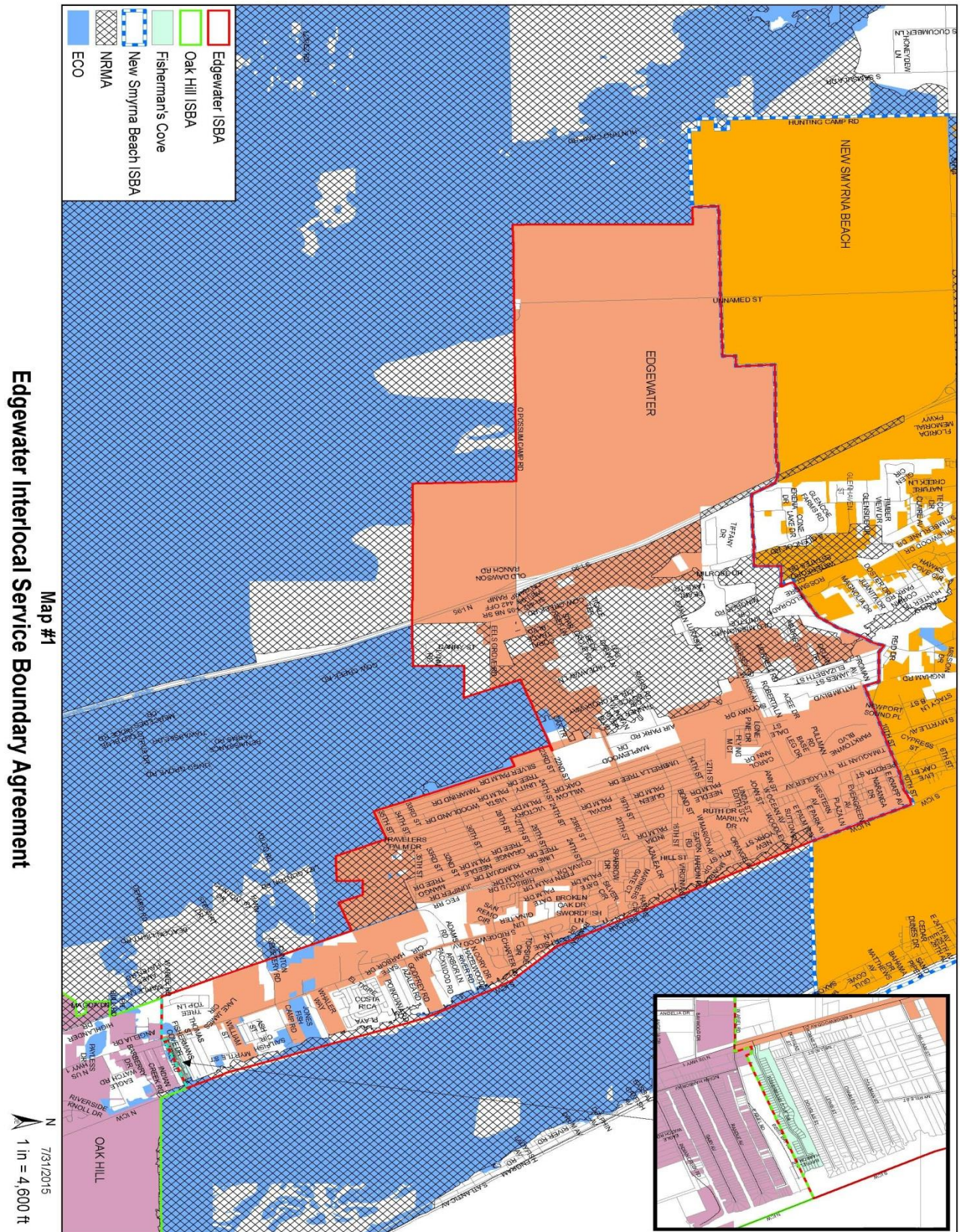
Attest: _____
Tracey Barlow, City Manager

Approved by: _____
Aaron Wolfe, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Michael Thomas and Tracey Barlow, as Mayor and City Manager, respectively, on behalf of the City of Edgewater, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the city. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission
And Expiration of Commission Term



RESOLUTION 2014-55

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, SERVING AS A RESPONDING RESOLUTION IN ACCORDANCE WITH SECTION 171.203(2), FLORIDA STATUTES; RESPONDING TO INITIATING RESOLUTION OF THE CITY OF EDGEWATER FOR PURPOSES OF THE NEGOTIATION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT IN ACCORDANCE WITH PART II OF CHAPTER 171, FLORIDA STATUTES; AGREEING TO PARTICIPATE IN NEGOTIATIONS; RESPONDING TO PROPOSED ISSUES AND GEOGRAPHIC AREA OF CITY FOR NEGOTIATION.

WHEREAS, Part II of Chapter 171, Florida Statutes, titled the “Interlocal Service Boundary Act” (the “Act”) provides an alternative to Part I of said chapter for local governments regarding the annexation of territory into a municipality; and

WHEREAS, the stated intent of the Act is to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the stated intent of the Act is to prevent inefficient service delivery and insufficient tax base to support the delivery of those services; and

WHEREAS, on April 7, 2014, the Edgewater City Commission adopted Resolution No. 2014-R-06 inviting the county to discuss an interlocal service boundary agreement; and

WHEREAS, the Volusia County Council accepts the opportunity to engage in these discussions, consult with all affected jurisdictions, and proffer a responsive resolution.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBERS OF THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 17th DAY OF APRIL 2014 AS FOLLOWS:

SECTION I: Acceptance of invitation. The council hereby accepts the invitation of the City of Edgewater (the “City”) set forth in Resolution 2014-R-06 (the “Initiating Resolution”) to engage in negotiations with the County of Volusia (the “County”) for an interlocal service boundary agreement in accordance with Part II of Chapter 171, Florida Statutes.

SECTION II: Terms.

The county council hereby responds to the issues described in the initiating resolution of the City and suggested for negotiation with the county:

- A. **City issue #1:** *The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Fla. Stat. (2013).*

County response: The County agrees to discuss a process and schedule for annexations within a negotiated and defined municipal service area in accordance with section 171.203, Florida Statutes, and describe the prerequisites for annexation in accordance with section 171.204, Florida Statutes. The defined municipal service area shall be determined during the ISBA process.

- B. **City issue #2:** *The establishment of municipal services areas, as defined in §171.202(11)(a), Fla. Stat.*

County response: The County agrees to discuss the establishment of municipal services areas within a negotiated and defined the boundary.

- C. **City issue #3:** *The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service*

area. Such land use decisions shall include preparation and adoption of comprehensive plan and issuance of development orders.

County response: The County agrees to discuss the establishment of a process for land use decisions for lands in a defined municipal service area boundary map. The county also agrees to discuss preparation and adoption of comprehensive plan amendments, administration of land development regulations and issuance of development orders.

- D. **City issue #4:** *The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within defined unincorporated areas. These powers may be in addition to other municipal powers that otherwise exist in the City.*

County response: The County agrees to discuss the delegation of extraterritorial powers to the city for the area located within the municipal service area as negotiated and defined during the ISBA process, so long as such delegated powers are consistent with section 171.208, Florida Statutes.

The county council designates the following additional issues for negotiation:

- E. **County issue #1:** The identification of the local government responsible for the delivery or funding of the following services within the municipal service area:

1. Public safety
2. Fire, emergency rescue, and medical
3. Water and wastewater
4. Road ownership, construction, and maintenance
5. Conservation, parks, and recreation
6. Stormwater management and drainage
7. Solid waste collection
8. Land development and building permits

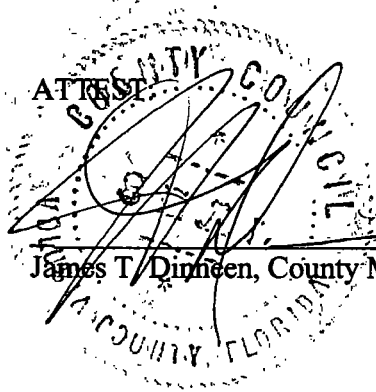
- F. **County issue #2:** The incorporation of mutually agreed upon decisions regarding service delivery, including the transfer of services and infrastructure and the fiscal compensation, if any, between Volusia County and the City of Edgewater.
- G. **County issue #3:** The provision to co-locate services or to jointly use existing facilities.
- H. **County issue #4:** Declaration and legislative intent and a presumption that annexations that occur pursuant to any alternative procedures established by the City and Volusia County.
- I. **County issue #5:** Establishment of a recommended term of 10 years for any interlocal service boundary agreement negotiated to completion, with a review of such agreement to be performed by the parties after the initial six (6) years.

SECTION III: Interpretation; direction to county manager. This resolution shall not be construed to bind the county council to approve an interlocal service boundary agreement or to include any terms suggested by the city in its initiating resolution. Pursuant to section 171.203(4), Florida Statutes (2013), the county manager or designee is directed to initiate discussions with the city for purposes of the negotiation of a proposed agreement within sixty (60) days after receipt of this resolution by the city.

SECTION IV: Notification of City. The county manager shall send this resolution to city manager of the city by United States certified mail within seven (7) days after the adoption of this resolution in accordance with section 171.203(2)(a), Florida Statutes (2013).

SECTION V: Effective date. This resolution shall become effective immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING:



James T. Dineen, County Manager/Clerk

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA


Jason P. Davis, County Chair

RESOLUTION NO. 2014-R-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THEREUNDER FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; PROVIDING FOR TRANSMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the “Interlocal Service Boundary Agreement Act (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated areas of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the affects of annexations; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government and increase the level of service of residents within the boundary of unincorporated Volusia County; and

WHEREAS, the boundary area as shown in Exhibit “A” is generally surrounded on the south and west by unincorporated portions of the City of Edgewater and on the north by incorporated areas of the City of New Smyrna Beach; and

WHEREAS, the City of Edgewater pursuant to this interlocal service boundary agreement with the County of Volusia wishes to fill in its municipal boundaries; and

WHEREAS, the boundary generally outlined by our established Utility Service Area as adopted in our Comprehensive Plan contains lands that serve a substantially important economic development interest to the residents of Volusia County and the City of Edgewater and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, it is the intent of the City Council of the City of Edgewater to initiate discussions with Volusia County regarding the development of an interlocal service boundary agreement for lands shown in Exhibit “A” to address the above-referenced concerns.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edgewater, Florida:

Section 1. That the City of Edgewater hereby invites Volusia County to enter into negotiations under the act to address issues concerning planning and annexation for the areas identified in Exhibit “A”.

Section 2. That the City of Edgewater hereby identifies the issues to be negotiated as follows:

A. The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Florida Statutes (2012).

B. The establishment of municipal services areas, as defined in §171.292(11)(a), Fla. Stat. for which the City may plan for an annex, which consists of planning areas in the area as shown in Exhibit “A”.

C. The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service area. Such land use decisions shall include preparation and adoption of comprehensive plan issuance of development orders.

D. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within unincorporated areas as shown in Exhibit “A”. These powers may be in addition to other municipal powers that otherwise exist in the City.

Section 3. All conflicting purchasing policies are superseded by this policy.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect upon adoption.

After motion by _____ and second by _____, the vote on this resolution was as follows:

	<u>AYE</u>	<u>NAY</u>
Mayor Michael Thomas		_____
Councilwoman Christine Power		_____
Councilwoman Gigi Bennington		_____
Councilman Mike Ignasiak		_____
Councilman Gene Emter		_____

PASSED AND DULY ADOPTED this _____ day of March, 2014.

ATTEST:

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

Bonnie A. Wenzel
City Clerk

By: _____
Michael Thomas
Mayor

Robin L. Matusick
Paralegal

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by: Aaron R. Wolfe, Esquire City Attorney Doran, Sims, Wolfe, Kundid, Ciocchetti & Wagner	Approved by the City Council of the City of Edgewater at a meeting held on this ____ day of April, 2014 under Agenda Item No. 8 ____.
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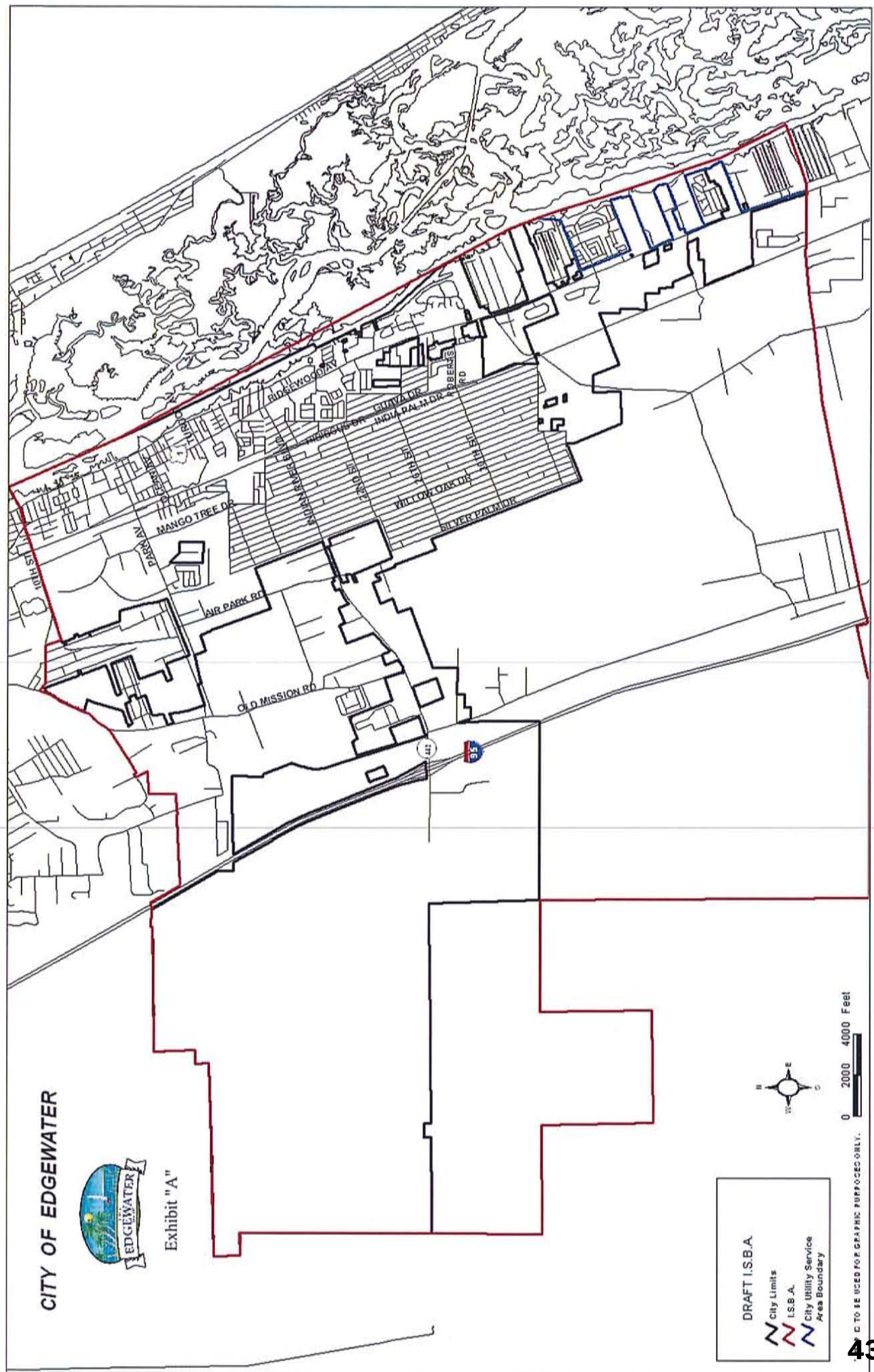


EXHIBIT A

RESOLUTION NO. 2014-R-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THEREUNDER FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; PROVIDING FOR TRANSMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the “Interlocal Service Boundary Agreement Act (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated areas of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the affects of annexations; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government and increase the level of service of residents within the boundary of unincorporated Volusia County; and

WHEREAS, the boundary area as shown in Exhibit “A” is generally surrounded on the south and west by unincorporated portions of the City of Edgewater and on the north by incorporated areas of the City of New Smyrna Beach; and

WHEREAS, the City of Edgewater pursuant to this interlocal service boundary agreement with the County of Volusia wishes to fill in its municipal boundaries; and

WHEREAS, the boundary generally outlined by our established Utility Service Area as adopted in our Comprehensive Plan contains lands that serve a substantially important economic development interest to the residents of Volusia County and the City of Edgewater and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, it is the intent of the City Council of the City of Edgewater to initiate discussions with Volusia County regarding the development of an interlocal service boundary agreement for lands shown in Exhibit “A” to address the above-referenced concerns.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edgewater, Florida:

Section 1. That the City of Edgewater hereby invites Volusia County to enter into negotiations under the act to address issues concerning planning and annexation for the areas identified in Exhibit “A”.

Section 2. That the City of Edgewater hereby identifies the issues to be negotiated as follows:

A. The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Florida Statutes (2012).

B. The establishment of municipal services areas, as defined in §171.292(11)(a), Fla. Stat. for which the City may plan for an annex, which consists of planning areas in the area as shown in Exhibit “A”.

C. The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service area. Such land use decisions shall include preparation and adoption of comprehensive plan issuance of development orders.

D. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within unincorporated areas as shown in Exhibit “A”. These powers may be in addition to other municipal powers that otherwise exist in the City.

Section 3. All conflicting purchasing policies are superseded by this policy.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect upon adoption.

After motion by _____ and second by _____, the vote on this resolution was as follows:

	<u>AYE</u>	<u>NAY</u>
Mayor Michael Thomas		_____
Councilwoman Christine Power		_____
Councilwoman Gigi Bennington		_____
Councilman Mike Ignasiak		_____
Councilman Gene Emter		_____

PASSED AND DULY ADOPTED this _____ day of March, 2014.

ATTEST:

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

Bonnie A. Wenzel
City Clerk

By: _____
Michael Thomas
Mayor

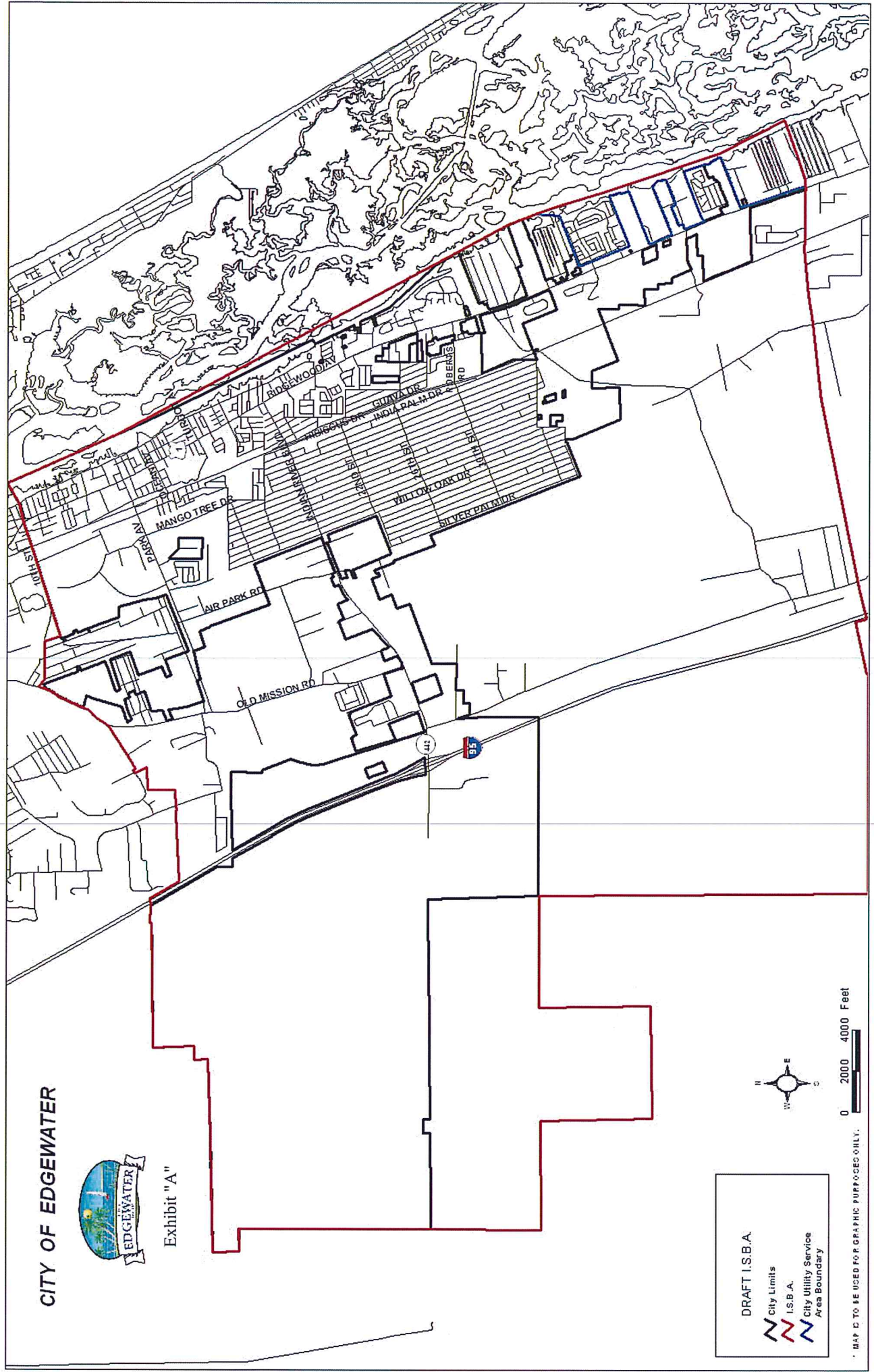
Robin L. Matusick
Paralegal

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by: Aaron R. Wolfe, Esquire City Attorney Doran, Sims, Wolfe, Kundid, Ciocchetti & Wagner	Approved by the City Council of the City of Edgewater at a meeting held on this ____ day of April, 2014 under Agenda Item No. 8 ____.
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CITY OF EDGEWATER



Exhibit "A"



DRAFT I.S.B.A.

City Limits

I.S.B.A.

City Utility Service Area Boundary

* MAP IS TO BE USED FOR GRAPHIC PURPOSES ONLY.

RESOLUTION 2014-55

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, SERVING AS A RESPONDING RESOLUTION IN ACCORDANCE WITH SECTION 171.203(2), FLORIDA STATUTES; RESPONDING TO INITIATING RESOLUTION OF THE CITY OF EDGEWATER FOR PURPOSES OF THE NEGOTIATION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT IN ACCORDANCE WITH PART II OF CHAPTER 171, FLORIDA STATUTES; AGREEING TO PARTICIPATE IN NEGOTIATIONS; RESPONDING TO PROPOSED ISSUES AND GEOGRAPHIC AREA OF CITY FOR NEGOTIATION.

WHEREAS, Part II of Chapter 171, Florida Statutes, titled the “Interlocal Service Boundary Act” (the “Act”) provides an alternative to Part I of said chapter for local governments regarding the annexation of territory into a municipality; and

WHEREAS, the stated intent of the Act is to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the stated intent of the Act is to prevent inefficient service delivery and insufficient tax base to support the delivery of those services; and

WHEREAS, on April 7, 2014, the Edgewater City Commission adopted Resolution No. 2014-R-06 inviting the county to discuss an interlocal service boundary agreement; and

WHEREAS, the Volusia County Council accepts the opportunity to engage in these discussions, consult with all affected jurisdictions, and proffer a responsive resolution.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBERS OF THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 17th DAY OF APRIL 2014 AS FOLLOWS:

SECTION I: Acceptance of invitation. The council hereby accepts the invitation of the City of Edgewater (the “City”) set forth in Resolution 2014-R-06 (the “Initiating Resolution”) to engage in negotiations with the County of Volusia (the “County”) for an interlocal service boundary agreement in accordance with Part II of Chapter 171, Florida Statutes.

SECTION II: Terms.

The county council hereby responds to the issues described in the initiating resolution of the City and suggested for negotiation with the county:

- A. **City issue #1:** *The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Fla. Stat. (2013).*

County response: The County agrees to discuss a process and schedule for annexations within a negotiated and defined municipal service area in accordance with section 171.203, Florida Statutes, and describe the prerequisites for annexation in accordance with section 171.204, Florida Statutes. The defined municipal service area shall be determined during the ISBA process.

- B. **City issue #2:** *The establishment of municipal services areas, as defined in §171.202(11)(a), Fla. Stat.*

County response: The County agrees to discuss the establishment of municipal services areas within a negotiated and defined the boundary.

- C. **City issue #3:** *The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service*

area. Such land use decisions shall include preparation and adoption of comprehensive plan and issuance of development orders.

County response: The County agrees to discuss the establishment of a process for land use decisions for lands in a defined municipal service area boundary map. The county also agrees to discuss preparation and adoption of comprehensive plan amendments, administration of land development regulations and issuance of development orders.

- D. **City issue #4:** *The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within defined unincorporated areas. These powers may be in addition to other municipal powers that otherwise exist in the City.*

County response: The County agrees to discuss the delegation of extraterritorial powers to the city for the area located within the municipal service area as negotiated and defined during the ISBA process, so long as such delegated powers are consistent with section 171.208, Florida Statutes.

The county council designates the following additional issues for negotiation:

- E. **County issue #1:** The identification of the local government responsible for the delivery or funding of the following services within the municipal service area:

1. Public safety
2. Fire, emergency rescue, and medical
3. Water and wastewater
4. Road ownership, construction, and maintenance
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8. Land development and building permits

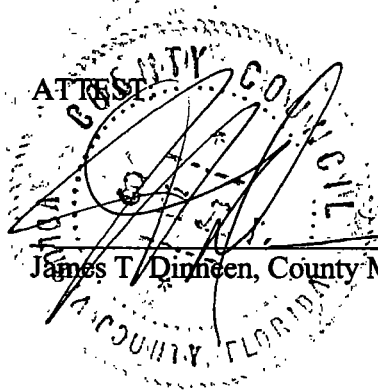
- F. **County issue #2:** The incorporation of mutually agreed upon decisions regarding service delivery, including the transfer of services and infrastructure and the fiscal compensation, if any, between Volusia County and the City of Edgewater.
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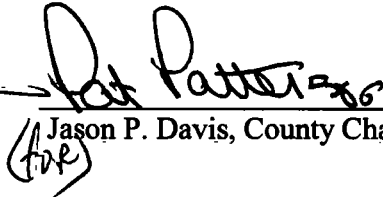
SECTION V: Effective date. This resolution shall become effective immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING:



**COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA**

James T. Dineen, County Manager/Clerk


Jason P. Davis, County Chair