

Interlocal Service Boundary Agreement

**City of Ormond Beach and
County of Volusia**

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

This Interlocal Service Boundary Agreement (“ISBA”), inclusive of Sub-Agreements (collectively referred to as “the Agreement”) is made and entered into this 28th day of August, 2014, by and between the City of Ormond Beach (“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 Article I, of the City of Ormond Beach 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 and County entered into an interlocal agreement dated September 12, 1991, establishing a utility service area for the U.S. 1 corridor (“1991 U.S. 1 Interlocal Service Area Agreement”); and

WHEREAS, in furtherance of the 1991 U.S. 1 Interlocal Service Area Agreement, the City and County also entered into a Joint Project Agreement dated July 16, 1992 (“1992 JPA”), establishing terms and conditions for the extension of water and sewer lines, and providing terms for the reimbursement of development fees for development projects in the unincorporated territory of the County; and

WHEREAS, the Parties agreed, in paragraph 10 of the 1991 U.S. 1 Interlocal Service Area Agreement, to continue to study the feasibility of future expansion of the municipal service area described in that 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 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, Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers, over lands that are in the unincorporated territory of a county, to a municipality; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands; and

WHEREAS, Sections 163.3171(4), 171.207 and 171.208, Florida Statutes, authorizes a municipality, in accordance with an interlocal agreement, to amend its comprehensive plan to include lands that are situated in the unincorporated territory of a county, prior to the annexation of those lands; and authorizes a municipality to exercise extrajurisdictional authority over such lands, in advance of annexation; 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. Delivery or funding of various services for public safety; fire, emergency, medical, and water and wastewater; the construction, maintenance and ownership of roads;

conservation, parks, and recreation; stormwater management and drainage; and various other services;

3. Providing a process and schedule for the annexation of lands in a MSA;
4. 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;
5. Addressing other service delivery issues, such as those related to itinerant vendor activities;
6. 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, which is to be adopted into a municipal comprehensive plan; and

WHEREAS, the City adopted initiating Resolution No. 2010-131 on September 7, 2010, and the County adopted responding Resolution No. 2010-196 on October 7, 2010, in accordance with Section 171.203, Florida Statutes, for the purpose of negotiating and entering into an interlocal service boundary agreement; and

WHEREAS, the elected officials of 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 and all Sub-Agreements, as if fully set forth herein, as the legislative findings of the City and County.

2. *Incorporation of Sub-Agreements and Map 1.* The following Sub-Agreements and Map 1 attached hereto are fully incorporated as if fully set forth herein:

- a. Planning and Services Delivery Sub-Agreement
- b. Map 1 (depicting the interlocal boundary service area, joint planning area, and municipal service area)
- c. Any Sub-Agreement that may be approved and executed after the approval and effective date of this Agreement
- d. 1992 Joint Project Agreement (regarding water and sewer line extension and development fee reimbursement)

3. Term and Effective Date of Agreement. The ISBA and all attached Sub-Agreements 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 and all attached Sub-Agreements shall be ten (10) years from the effective date of the Agreement. At the end of the fifth year, the County and City shall review the effectiveness and performance of this Agreement. Based upon the review, this Agreement, including any or all Sub-Agreements, 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 months prior to the termination of the initial term.

5. Termination of Agreement. The County or City may terminate this Agreement or any Sub-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 though a separate agreement in writing that has been approved by both Parties.

6. Dispute Resolution. The County and City 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. 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 Ormond Beach
Attn: City Manager
Copy to: City Attorney
22 South Beach Street
Ormond Beach, FL 32174

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

9. Sole Benefit. This Agreement is solely for the benefit of the County and City, 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.

10. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The County and City hereby represents, warrants and covenants 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 County to the City; 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 described in paragraph 4,c of the Planning and Services Delivery Sub-Agreement.

19. 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.

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

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

22. 1991 U.S. 1 Interlocal Agreement. The interlocal service area agreement dated September 12, 1991, between the City and County establishing a utility service area for the U.S. 1 corridor shall be deemed terminated on the effective date of this ISBA and Planning and Services Delivery Sub-Agreement, and shall be superseded and replaced by the ISBA and Planning and Services Delivery Sub-Agreement.

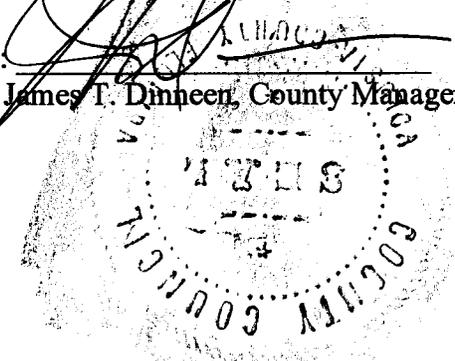
IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: [Signature]
Jason P. Davis, County Chair

Attest: [Signature]
James T. Dinneen, County Manager

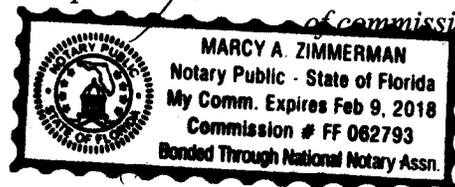
Approved by: [Signature]
County Attorney's Office



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of August, 2014, 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.

[Signature]
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

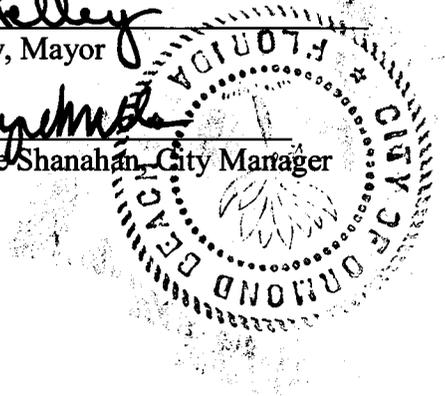


CITY OF ORMOND BEACH

By: Ed Kelley
Ed Kelley, Mayor

Attest: Joyce Shanahan
Joyce Shanahan, City Manager

Approved by: Randall A. Hayes
City Attorney



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, 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.

J. Scott McKee

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and Expiration of commission term:



J SCOTT MCKEE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF089334
Expires 2/3/2018

Planning and Services Delivery Sub-Agreement

This Planning and Services Delivery Sub-Agreement is made and entered into this 28th day of August, 2014, by and between the City of Ormond Beach ("City") and Volusia County ("County").

WHEREAS, this Sub-Agreement is made and entered into in furtherance of the Interlocal Service Boundary Agreement ("ISBA"), and it is a material part of the ISBA; and

WHEREAS, this Sub-Agreement is intended to satisfy the requirements of Chapter 171 (Parts I & II), Florida Statutes, and Chapter 163 (Part II), Florida Statutes; and

WHEREAS, the "Whereas" recitals in the ISBA are incorporated herein by reference.

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

1. *Incorporation of recitals as legislative findings; purpose.* The recitals stated in the ISBA and this Sub-Agreement are incorporated herein by reference as the legislative findings of the City and County. This Sub-Agreement is intended to satisfy the requirements of Chapter 171 (Parts I & II), Florida Statutes, and Chapter 163 (Part II), Florida Statutes, specifically sections 171.203, 171.204 and 163.3171.

2. *Incorporation of Map 1.* The unincorporated area depicted in Map 1 attached to the ISBA shall constitute the Joint Planning Area ("JPA") and Municipal Service Area ("MSA"), which terms may herein be used synonymously and interchangeably as the context requires.

3. *Planning Process and Implementation.*

a. The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive land use plans in accordance with Section 171.203(9), Florida Statutes, within six months of the effective date of the ISBA, by adopting a policy referencing said agreement. The County's policy shall read as follows, and shall be inserted in Chapter 14 of the county comprehensive plan:

14.1.2.13 Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Ormond Beach have established an Interlocal Service Boundary Agreement (ISBA) adopted on August 28, 2014. 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.

- b. 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.
 - c. 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 all lands in the JPA/MSA until the City annexes the land at issue or amends its comprehensive plan with respect to those lands. The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its comprehensive plan to the lands within the JPA/MSA in advance of the annexation of those lands. In addition, the City’s codes and regulations shall apply in advance of annexation upon the adoption by the City of a comprehensive plan amendment; and the City shall be authorized and empowered, pursuant to sections 163.3171(4), 171.207 and 171.208, Florida Statutes, to exercise extraterritorial powers over such lands.
 - d. The City shall serve as the single point of service for building permitting, inspections, and enforcement (including Flood Hazard Management).
4. Planning, Development and Administrative Authority. The City shall have sole and singular authority within the boundaries of the JPA to apply the City’s Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations described in paragraph 4,c below, and to provide for the enforcement of codes:
- a. Land Use Designations. The City shall be authorized to amend its future land use map for the purpose of governing any and all unincorporated lands within the JPA. The City shall coordinate the amendment with the County prior to processing it by submitting a copy of the proposed amendment to the County no less than thirty (30) calendar days prior to the initial hearing. In the event the County desires to object to the proposed amendment, it must file a written objection, stating a good faith basis for same, with the City no later than fifteen (15) days prior to the initial hearing on the amendment. The Parties shall make a good faith effort to resolve a dispute regarding a proposed amendment. If the Parties are not able to resolve a dispute regarding a proposed amendment, the County may pursue available remedies under applicable law.
 - b. Zoning Classifications. The City shall be authorized to amend the City’s zoning map for all unincorporated lands within the JPA after a City land use designation has been adopted.

- c. Application of Codes. The following codes and ordinances (as may be approved or amended from time to time) shall apply in their entirety to unincorporated land in the JPA:
 - i. City Charter,
 - ii. City Code of Ordinances,
 - iii. City Comprehensive Land Use Plan,
 - iv. City Land Development Code,
 - v. Non-codified City ordinances, resolutions, and regulations, and
 - vi. Florida Building Code.

- d. Stormwater Conveyance Services. The County shall continue to administer and enforce its regulations regarding county stormwater conveyance systems within the boundaries of the JPA. The City will review and approve all new development in the JPA with regard to stormwater conveyance systems including but not limited to water quality, discharge volume and flow rate, as well as storm attenuation and flood control. The City shall not permit any construction, additions, renovations, or alterations of any improvements to real property, in a manner that is inconsistent or conflicts with County policy unless specific written approval is received from the County Engineer, which approval shall not be unreasonably delayed or withheld. The County shall continue to accept stormwater runoff and maintain stormwater conveyance systems when County predevelopment conditions related to stormwater are met.

- e. Itinerant Vendor and Merchant Activities. The City shall have sole and complete jurisdiction over itinerant vendor and merchant activities, and outdoor entertainment activities, within the boundaries of the JPA/MSA, including the issuance of licenses and permits.

- f. Roads; transfer of jurisdiction. This paragraph is intended to satisfy the requirements of section 335.0415(3), Florida Statutes.
 - i. County Thoroughfare Roads. 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 revisions to the County's thoroughfare roadways as illustrated in Figure 2-1, Volusia County Comprehensive Plan:
 - (1) Broadway Avenue, from Tymber Creek Road to US 1.
 - (2) Airport Road, from the Florida East Coast Railroad to US 1.

 - ii. 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) Except for those roads identified in paragraph f,i above, 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 on each side of the road segment between two intersecting roads.
- (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 Sub-Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Sub-Agreement, in which case the terms of this Sub-Agreement shall prevail. It is the intention of the parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Sub-Agreement is intended to convey the will of the parties concerning all road segments within the JPA/MSA.

iii. 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.
- iv. 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.
- v. Maintenance. The City and County may enter into maintenance agreements for certain segments of permanent 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.
- vi. Continuing jurisdiction. All roads over which jurisdiction is transferred to the City under the terms of this Sub-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 that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.
- g. Land Development and Planning. The City shall provide site plans and subdivision plans to the County for review and comment. The County shall have thirty (30) days from receipt of plans to submit its comments or recommendations to the City. The City shall notify the County of the date and time at which a proposed site plan will be presented to the city's local planning agency (i.e., planning board) for its review and recommendation to the city commission, as well as the date and time at which a proposed site plan will be presented to the city commission for final action. The County's comments or recommendation shall be included in any city staff analysis that is presented to the city planning board and city commission. The County may submit or present its comments or recommendations directly to the city planning board and city commission, regardless whether or not they have been incorporated into the site plan.
- h. Enforcement of Codes. The City shall enforce City or County codes within the JPA/MSA, whichever may apply.

5. Joint Planning Area (“JPA”). The following additional findings are intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

- a. 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.
- b. Comprehensive Plan Amendment and Future Land Uses to be Established by the City. The City may, in accordance with section 163.3171(4), Florida Statutes, amend its comprehensive land use plan, including its future land use map, for lands in the JPA in advance of annexation.
- c. Transportation: as may be addressed in a separate sub-agreement.
- d. Annexation as a Condition to Receiving Water and Sewer Services.
 - i. Annexation as a condition of municipal utility connection has long been and continues to be authorized by Section 180.02(3), Florida Statutes, and the home rule constitutional and proprietary powers of the City. The City and County entered into an interlocal agreement dated September 12, 1991, establishing a utility service area for the U.S. 1 corridor (“1991 U.S. 1 Interlocal Service Area Agreement”) described as being “those lands lying 660 feet east and 660 feet west of the right-of-way lines of U.S. 1, including the hinterlands under single development control lying beyond that point referred to as the Service Area.” The 1991 Interlocal Service Area Agreement conferred to the City the exclusive right to extend water and/or sewer facilities and provide utility service within the designated Service Area in accordance with the City’s water and sewer connection policy, which policy required and continues to require the consent of a property owner to annex into the City as a condition to connecting to the City’s water and/or sewer facilities. Connection to the City’s water and/or sewer facilities constitutes express or implied consent by a property owner to the annexation of the land benefitting from the receipt of such services. The City’s annexation and utility provision policies and regulations are set forth in Chapter 3, Article V, Section 3-61(B)(2)(b) and (c), of the Ormond Beach Land Development Code (formerly Ordinance 91-33 adopted on August 20, 1991).
 - ii. The City may require, in accordance with section 171.204, Florida Statutes, and the City’s annexation and utility provision policies and regulations, the annexation of land in the JPA/MSA regardless of whether the land is contiguous, creates an enclave or is not reasonably compact at the time of annexation.
 - iii. In accordance with section 171.204, Florida Statutes, before the annexation of land that is not contiguous to the City, or that will create an enclave, or land that is not being served by water or sewer utilities at the

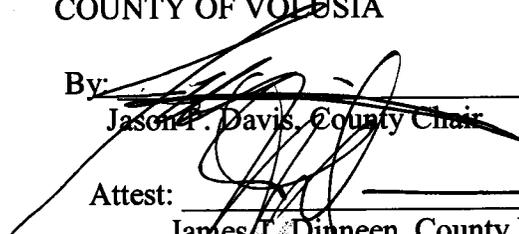
time of the proposed annexation, the City shall transmit for review to the state Department of Economic Opportunity a comprehensive land use plan amendment for the lands that are to be annexed. After considering the DEO's review, the City may approve concurrently, through separate and distinct actions, the annexation and comprehensive land use plan amendment.

iv. With respect to land that is contiguous to the City, that does not create an enclave or pocket, and is being served water or sewer services by the City at the time of the proposed annexation, the City agrees to process a Future Land Use Map ("FLUM") amendment to its comprehensive land use plan prior to or concurrent with the annexation. The FLUM amendment and annexation must be accomplished as separate and distinct actions.

e. School Facilities. The JPA shall be served by the schools zoned by the Volusia County School District and shall not conflict with the Interlocal Agreement between Volusia County and the Volusia County School District, as amended. The City agrees to work with the Volusia County School District to further the requirements and goals of the School Interlocal Agreement between the County and the School District.

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

COUNTY OF VOLUSIA

By: 
Jason F. Davis, County Chair

Attest: _____
James J. Dinneen, County Manager

Approved by: 
County Attorney's Office

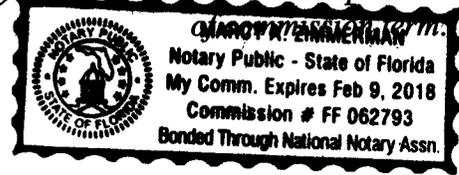


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of August, 2014, 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.

[Handwritten Signature]

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration

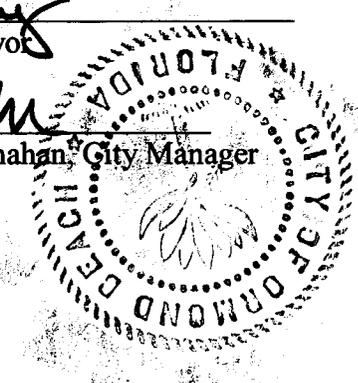


CITY OF ORMOND BEACH

By: *Ed Kelley*
Ed Kelley, Mayor

Attest: *Joyce Shanahan*
Joyce Shanahan, City Manager

Approved by: *Paul D. Hayes*
City Attorney

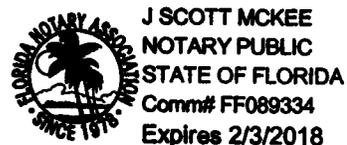


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, 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.

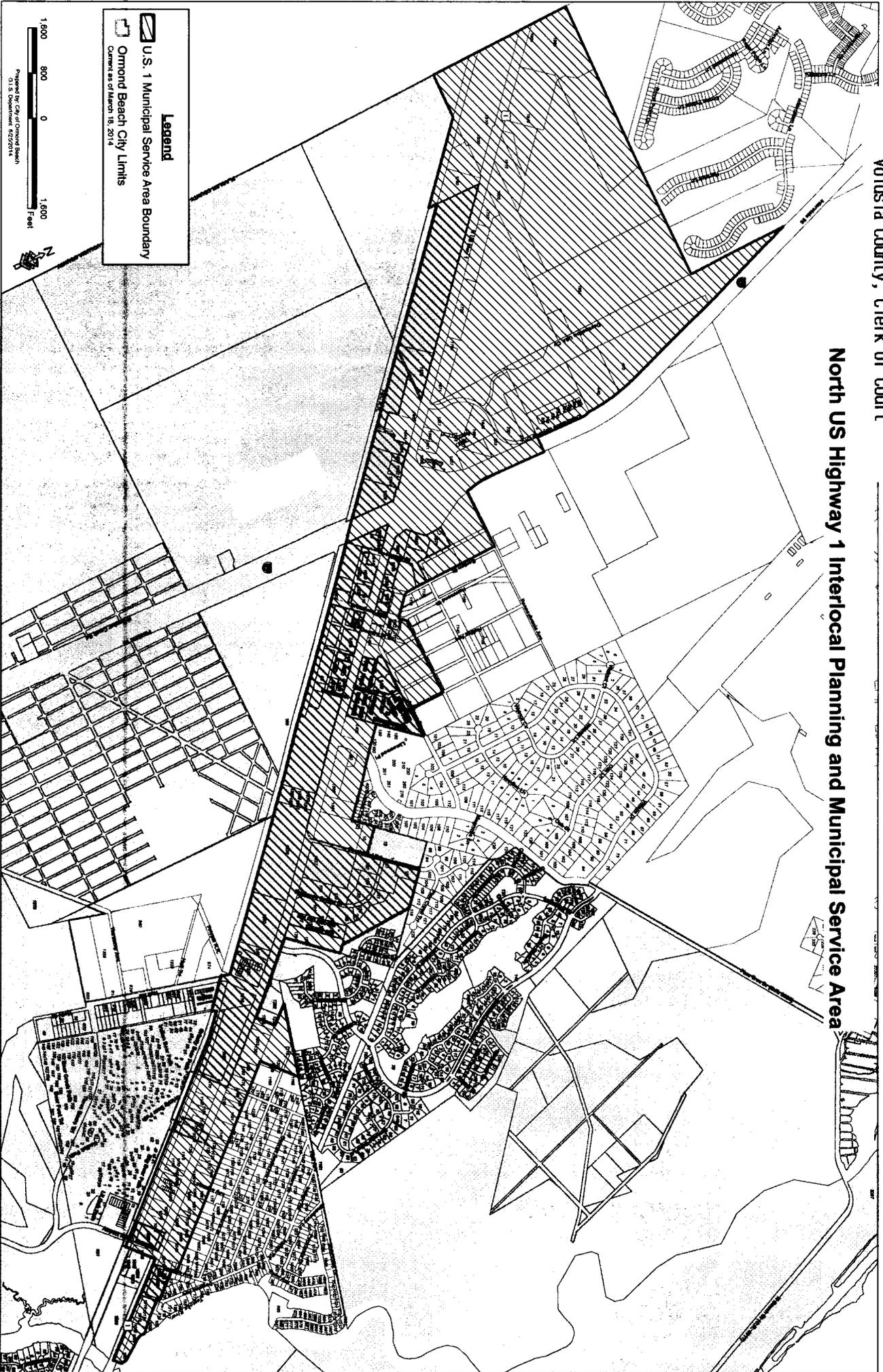
J. Scott McKee
Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and Expiration of commission term:



Instrument# 2014-155369 # 20
Book : 7026
Page : 895
Diane M. Matousek
Volusia County, Clerk of Court

North US Highway 1 Interlocal Planning and Municipal Service Area



MAP 1