

JOINT PLANNING AREA INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF AUBURNDALE AND POLK COUNTY

This **AGREEMENT** is made and entered into this 7th day of October 2009, by and between the CITY of Auburndale, a Florida municipal corporation (the "CITY") and Polk COUNTY, a political subdivision of the State of Florida (the "COUNTY"). The CITY and COUNTY shall collectively be referred to as "Parties."

RECITALS

1. The CITY and the COUNTY recognize that proper intergovernmental coordination is essential for sound growth management; and
2. The CITY and COUNTY seek to have compatible land uses adjacent to their common boundaries to provide for a more enjoyable quality of life for the citizens residing in Polk County, which includes the citizens in the City; and
3. The State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a sustainable mix of land uses; and

4. The State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exists and to plan for and finance new facilities in a timely, orderly and efficient manner; and
5. 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 authority for interlocal agreements between local governments on matters such as annexation and joint planning; and
6. 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 future land use, public facilities and services, and protection of natural resources in advance of annexation; and
7. In order to provide proper services for the citizens, the CITY and COUNTY are desirous of engaging in joint efforts to comprehensively and cohesively plan certain areas within the city limits of the CITY of Auburndale as well as certain areas located within the boundaries of unincorporated Polk COUNTY, which areas are collectively and individually referred to herein as the "Joint Planning Area" or the "JPA"; and

8. The JPA, as depicted in Exhibit "A," delineates areas where the CITY of Auburndale is providing municipal services or intends to provide municipal services; and
9. There is no intent for this Agreement to restrict the COUNTY's authority to amend its Comprehensive Plan and Map, Land Development Code and associated subdistrict map, or apply land development regulations or otherwise to make land use decisions for unincorporated areas within the JPA, or to restrict the County's authority to object to any annexations by the City if deemed necessary by the County; and
10. There is no intent for this Agreement to restrict the CITY's authority to amend its Comprehensive Plan, Official Zoning Map, land development regulations, or apply land development regulations or otherwise to make land use decisions for lands within the corporate boundaries of the CITY or within the JPA should such lands be annexed by the CITY; and
11. A Joint Planning Agreement will provide a basis for the evaluation of future development applications. The CITY and the COUNTY intend to plan for the adequate provision of public services as required per the Comprehensive Plan of each; and
12. The CITY and COUNTY wish to identify a Joint Planning Area and have determined that such an agreement will foster intergovernmental coordination and

cooperation, economical provision of services, including police, fire and other services and adequate utilization of existing and proposed infrastructure; and

13. A public hearing with due public notice has been held by the CITY and the COUNTY prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes; and

14. The CITY and the COUNTY desire to enter into this Joint Planning Agreement to address desirable land uses and locations and standards for gateways within the JPA; and

15. It is desirable for the CITY and the COUNTY to enter into such an agreement to better identify areas proposed for future municipal services, and jurisdiction and to ensure better coordination of government services and to avoid creating incompatible land uses near the parties' common boundaries; and

16. The Agreement will facilitate a better process for exchanging information between the Parties, regarding land development issues affecting both the CITY and the COUNTY; and

ACCORDINGLY, 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 with each other to create and participate in the following Joint Planning Area Agreement (hereinafter referred to as the "Agreement") as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163, Florida Statutes, and other applicable provisions of the law.

SECTION 2. RECITALS. The Recitals above are true and correct and are incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Sections 163.01, 163.3171, 163.3177(6)(h)1. a, as well as Chapters 125 and 171, Florida Statutes.

SECTION 3. DEFINITIONS.

1. **Agreement.** Means and refers to this Joint Planning Agreement, as the same may be amended as provided herein.
2. **Governing Body.** Means in the case of the COUNTY, the Board of COUNTY Commissioners, and in the case of the CITY, the Auburndale CITY Commission.
3. **Joint Planning Area.** Means and refers to that area depicted in Exhibit "A". Also referred to as the "JPA".

4. **Land Development Regulation.** Means ordinances enacted by the CITY or the COUNTY for the regulation of any aspect of development.

SECTION 4. DESIGNATION AND DEFINITION OF JOINT PLANNING AREA.

1. Establishment of Joint Planning Area. To establish the means and process by which future annexations and planning activities will be accomplished, the CITY and the COUNTY (the “Parties”) hereby establish a Joint Planning Area (JPA), depicted in Exhibit “A,” attached hereto and incorporated herein by this reference. All areas specifically delineated, mapped and referenced in the legend on Exhibit “A” are within the JPA.

SECTION 5. JOINT PLANNING EFFORTS

1. Desired Development Patterns. Exhibits B through F illustrate the desired development patterns including the creation of gateways into the City and Polk Commerce Centre/USF Polytechnic area as a guide for development. For the purposes of this Agreement, “guide” shall mean a preferred standard, and shall not mean, require, or compel exactitude, or strict compliance with Exhibits B through F.

2. Future Comprehensive Plan Amendments. The Parties agree to use Exhibits B through F as a guide for the consideration of Future Comprehensive Plan Amendments within the boundary of the JPA. For the purposes of this Agreement, “guide” shall mean a preferred standard, and shall not mean, require, or compel exactitude, or strict compliance with Exhibits B through F.

3. Land Development Regulations. The CITY and the COUNTY agree to pursue common amendments to their respective Land Development Regulations, as necessary and desired, to support and implement the Goals, Objectives and Policies and desired land use concepts outlined in Exhibits B through F.

SECTION 6. DISPUTE RESOLUTION. In the event a dispute arises as to the terms or provisions of this Agreement, the Parties agree to comply with Chapter 164, Florida Statutes. Should the Conflict Resolution procedure outlined in Chapter 164,

Florida Statutes not result in a settlement, the Parties may seek any remedy legally available to them.

SECTION 7. AMENDMENTS. This Agreement, supporting the JPA, may be amended at any time by mutual, written agreement between the CITY and COUNTY.

SECTION 8. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (a) hand delivered to the official hereinafter designated; or (b) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

If to the COUNTY:	County Manager Polk County Drawer CM01, P.O. Box 9005 Bartow, Florida 33831-9005	4 copies (distribution by County Manager's office)
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If to the CITY:	City Manager City of Auburndale 1 Bobby Green Plaza Auburndale, FL33823	4 copies (distribution by City Manager's Office)
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SECTION 9. DISCLAIMER OR THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties herein and no right or cause of action

shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto, 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.

SECTION 10. SEVERABILITY. In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal or unenforceable section, subsection, sentence, clause or word did not exist. This Agreement was mutually negotiated by all Parties who have executed the same. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

SECTION 11. APPLICABLE LAW VENUE. This Agreement shall be governed and interpreted by the laws of the State of Florida. The venue for any legal action

necessary to enforce the Agreement shall be in the courts of Polk County, Florida; or the Middle District of Florida, located in Hillsborough County, Florida.

SECTION 12. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the COUNTY formally approves this Agreement or the date this Agreement is approved by the CITY, whichever is later and shall continue for five (5) years. Thereafter, it may be extended for succeeding periods of five (5) years each by mutual agreement of the Parties. This Agreement may be terminated by either Party by delivery of written notice at least six (6) months prior to the termination date.

SECTION 13. FILING OF THE AGREEMENT. Polk County agrees to file an executed copy of this Agreement with the Clerk of the Circuit Court of Polk County in accordance with §163.01(11), Florida Statutes.

SECTION 14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and communications between the Parties relating to the subject matter contained herein.

LIST OF EXHIBITS:

Exhibit A: Joint Planning Area (JPA) Boundary

Exhibit B: Gateways and Tourism Commercial Areas

Exhibit C: Residential Areas

Exhibit D: Mixed-Use Areas

Exhibit E: Commercial Areas

Exhibit F: Business Park Centers

ATTEST:

POLK COUNTY, FLORIDA, a
political subdivision of the State of
Florida

Richard M. Weiss, Clerk of Circuit Court

By:

Sam Johnson

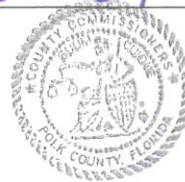
Sam Johnson, Chairman

Date:

10-7-09

P. 35
By: Paula L. Wade
Deputy Clerk

REVIEWED AS TO FORM AND LEGAL
SUFFICIENCY:



June J. Gibson *9/25/09*
County Attorney's Office Date

ATTEST:

CITY OF AUBURNDALE,
FLORIDA, a municipal corporation

APPROVED:

Shirley A. Lowrance
Shirley A. Lowrance, CITY Clerk

By:

William E. Sterling, Jr.

William E. Sterling, Jr., Mayor

Date:

09-14-2009

APPROVED AS TO FORM AND
LEGALITY:

V. Patton Kee
V. Patton Kee, CITY Attorney

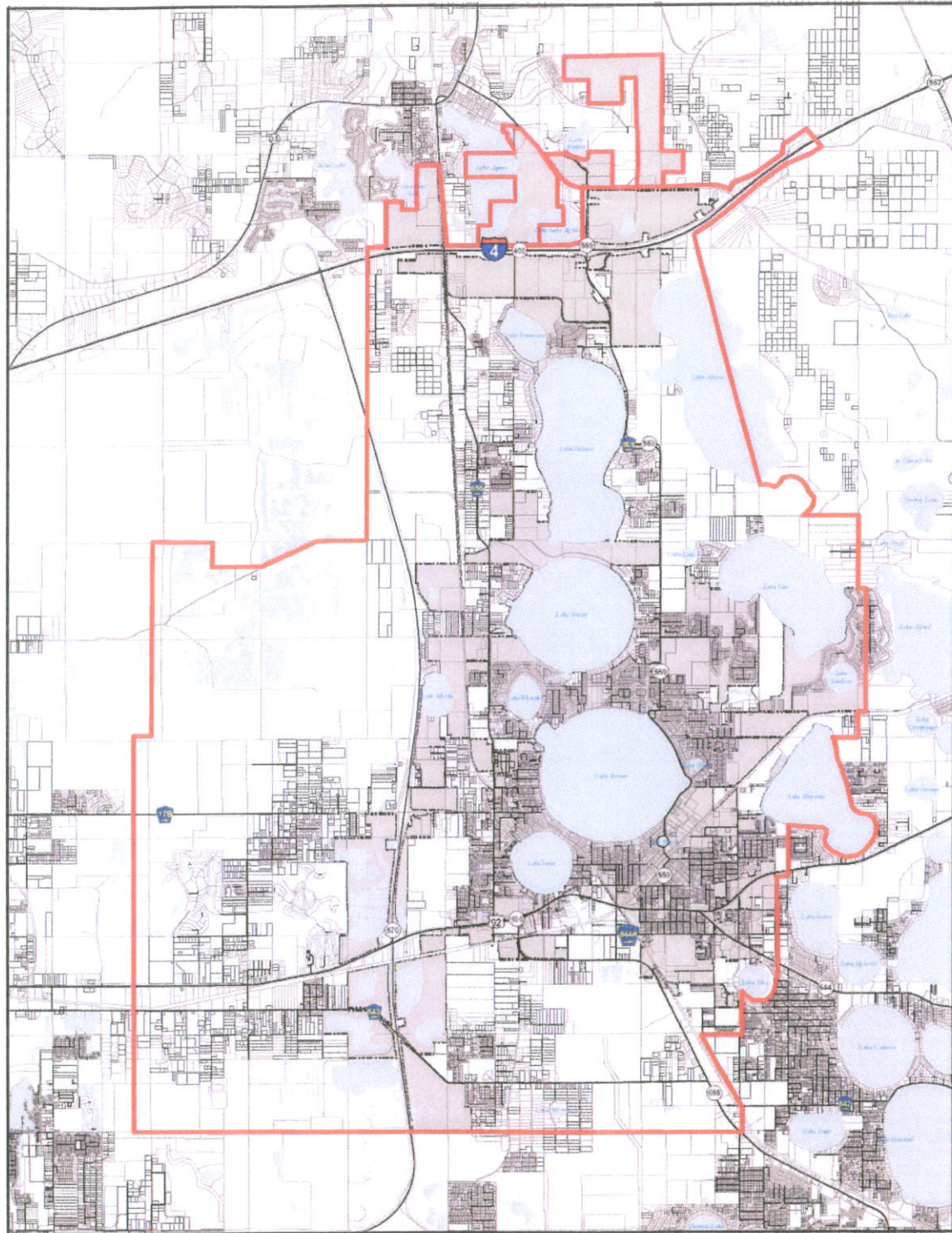


Exhibit A
JPA BOUNDARY
Joint Planning Area

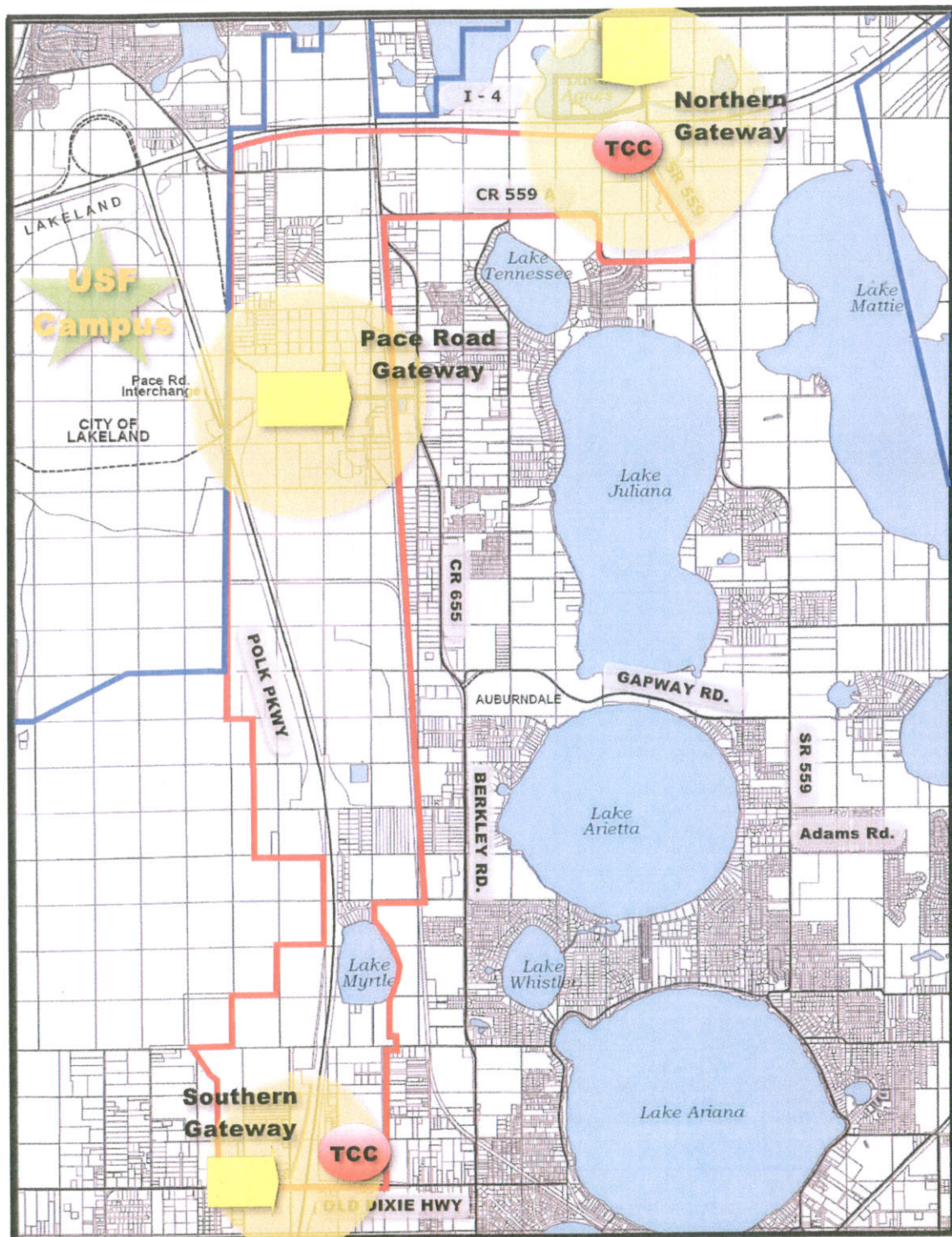
City of Auburndale - Polk County JPA

Legend

- Local Roads
- Major Roads
- Parcels
- Water Bodies
- JPA Boundary
- Auburndale City Boundary



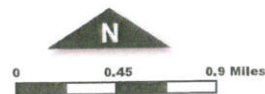
prepared for
City of Auburndale
by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit B GATEWAYS & TOURISM COMMERCIAL AREAS Joint Planning Area

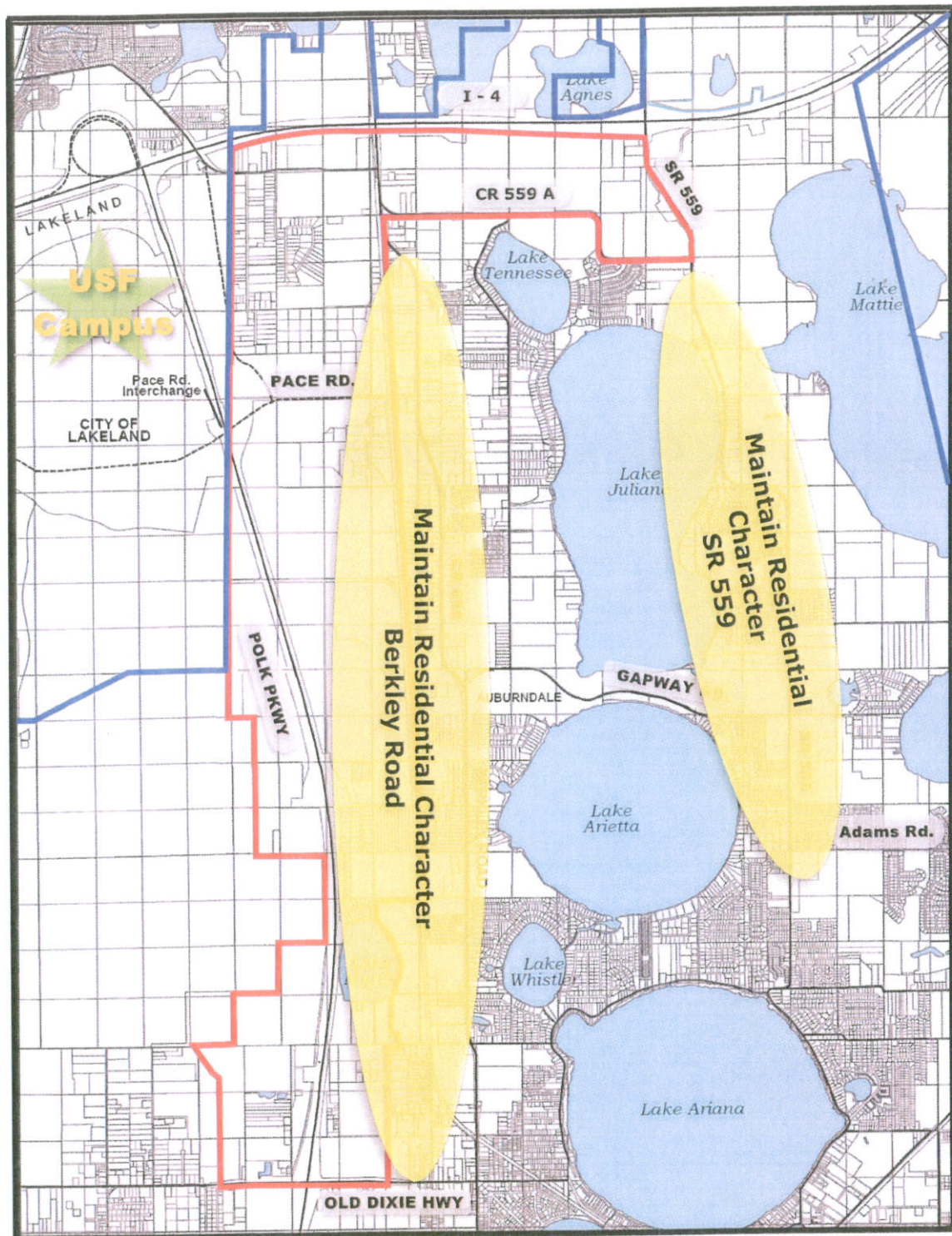
City of Auburndale - Polk County JPA



LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

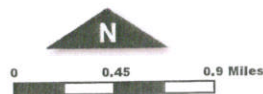
prepared for
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by CFRPC



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit C RESIDENTIAL AREAS Joint Planning Area

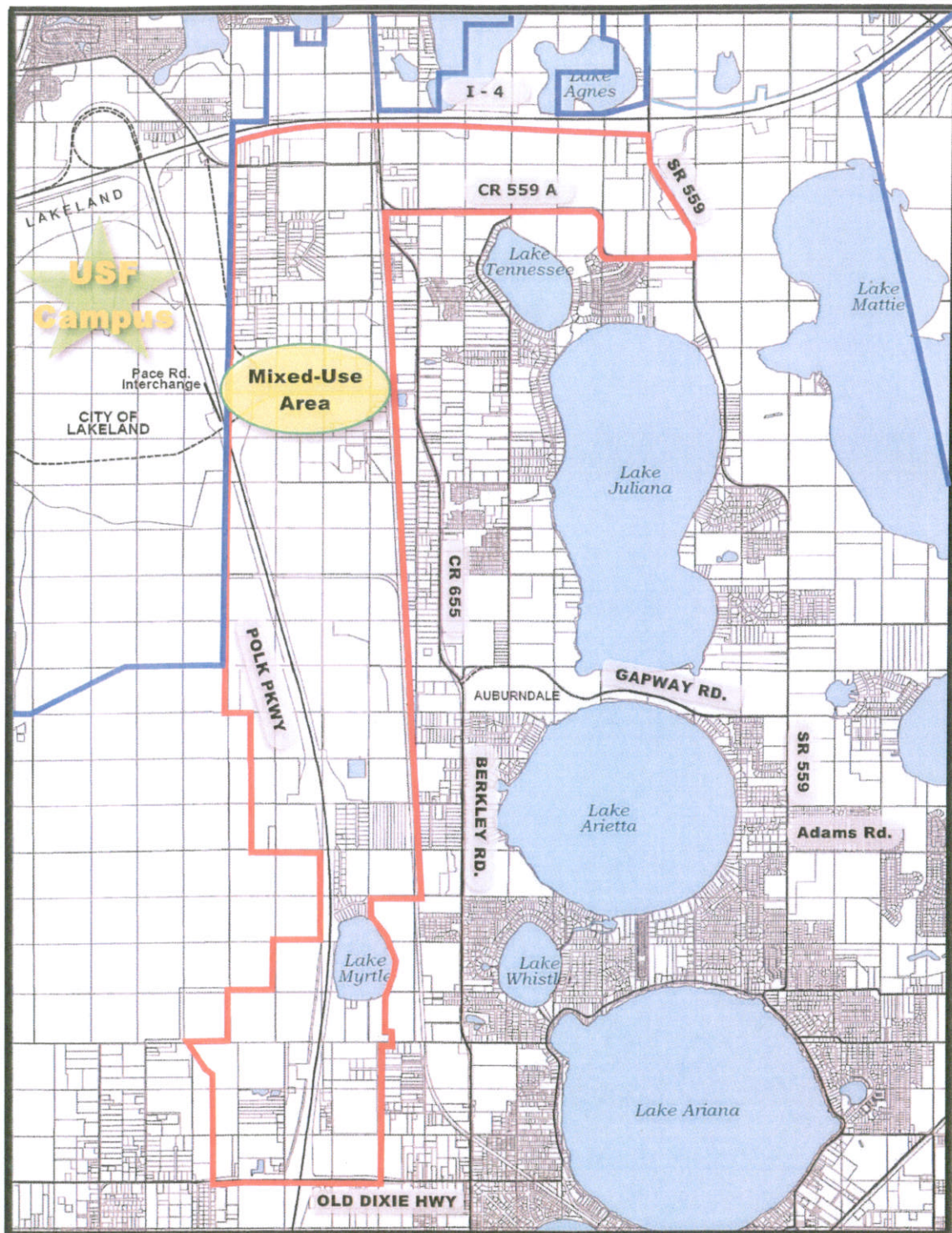
City of Auburndale - Polk County JPA



LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

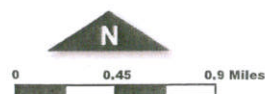
*prepared for
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by CFRPC*



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit D MIXED-USE AREA Joint Planning Area

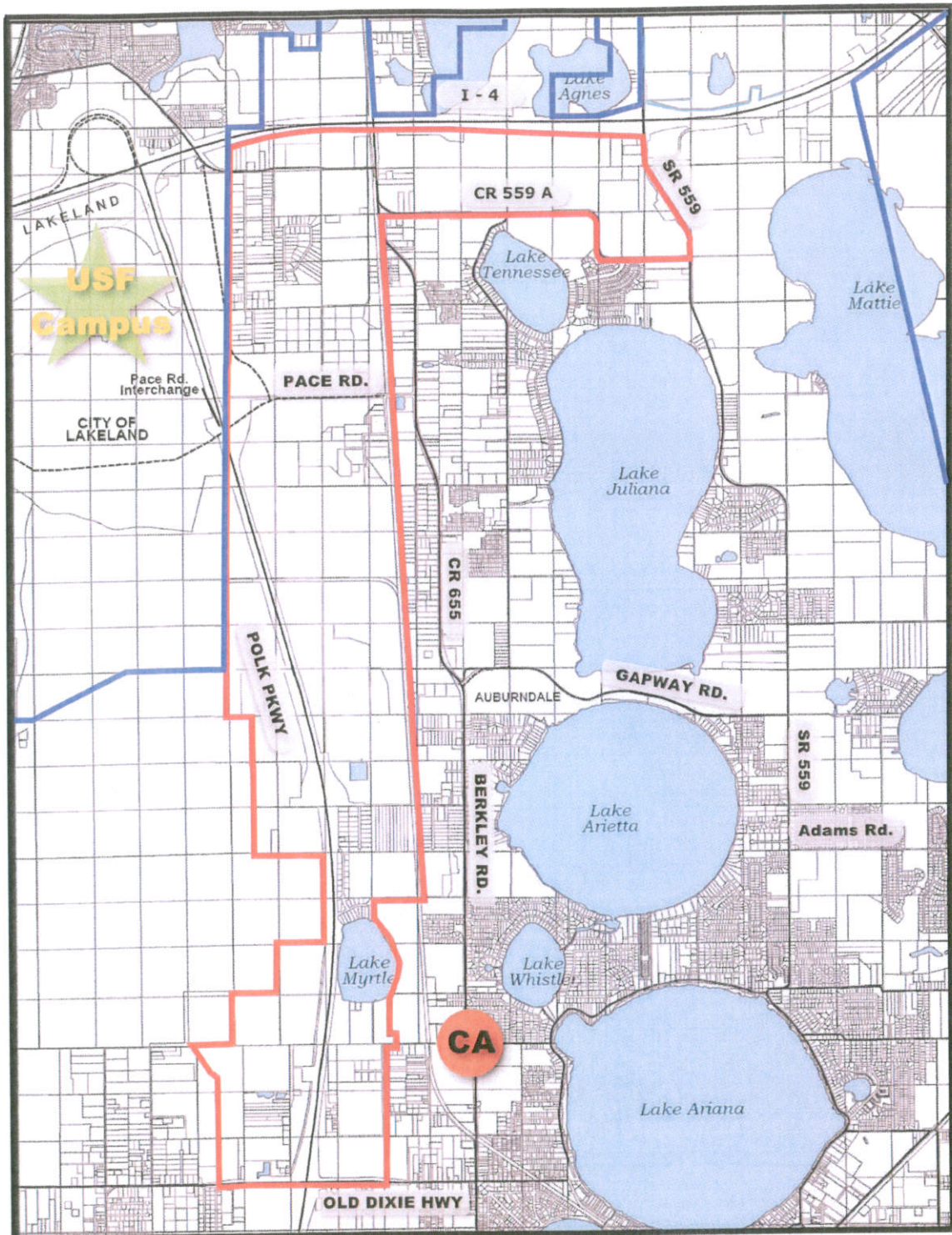
City of Auburndale - Polk County JPA



LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

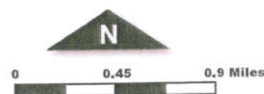
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Exhibit E COMMERCIAL AREA Joint Planning Area

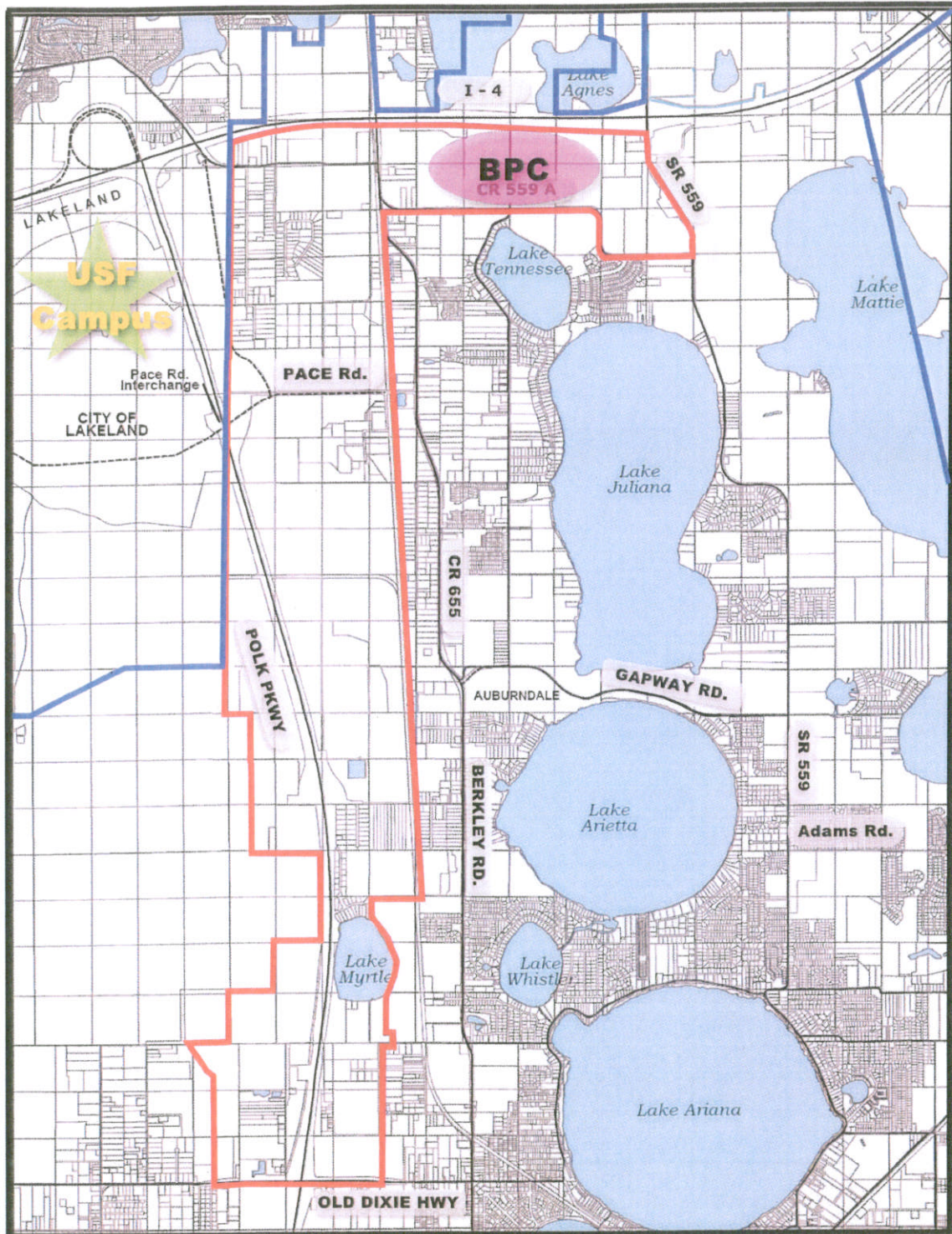
City of Auburndale - Polk County JPA



LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

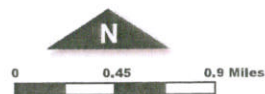
*prepared for
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by CFRPC*



Note: CRA boundary for reference only and is not intended to be binding on the parties to this Agreement.

Exhibit F BUSINESS PARK CENTER Joint Planning Area

City of Auburndale - Polk County JPA



LEGEND

- JPA Boundary
- Polk Commerce Centre CRA Boundary

*prepared for
City of Auburndale
by CFRPC*

STATE OF FLORIDA)
)
COUNTY OF POLK)

I, Richard M. Weiss, Clerk of the Circuit Court of Polk County, Florida, hereby certify that attached is a Joint Planning Area Interlocal Agreement with the City of Auburndale. This Interlocal Agreement was approved by the Polk County Board of County Commissioners on October 7, 2009, and was filed in this office on the 20th day of October 2009.

WITNESS my hand and official seal on this October 20, 2009.



RICHARD M. WEISS
Clerk of Circuit Court

By: M. Murphy
Deputy Clerk

FILED - GENERAL
POLK COUNTY CLERK
CIRCUIT COURT CIVIL
2009 OCT 20 PM 2:39