

**INTERLOCAL AGREEMENT
BETWEEN
HIGHLANDS COUNTY, FLORIDA
AND
CITY OF AVON PARK, FLORIDA
2012-2013 PLANNING SERVICES**

THIS AGREEMENT is made by and between the CITY OF AVON PARK (the "CITY"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida (the "COUNTY").

WHEREAS, the CITY is a municipal corporation organized under the laws of the State of Florida; and

WHEREAS, the CITY has adopted a Comprehensive Plan, a Zoning Code, and the City of Avon Park Land Development Code ("LDC") which are now in effect; and

WHEREAS, the CITY has requested that the COUNTY provide staff assistance for administration of the City's Comprehensive Plan, Zoning Code, and LDC; and

WHEREAS, the CITY and the COUNTY agree that the COUNTY's Development Services Director ("DIRECTOR") will be appointed as the City Development Director for some responsibilities, and will provide staff assistance to the CITY for administration of the LDC as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the COUNTY and the CITY agree as follows:

1. The CITY hereby appoints the COUNTY's DIRECTOR to act as the CITY's Development Director, and hereby delegates the powers and duties of the CITY's Development Director as listed in Section 8.01.01 of the Code of the City of Avon Park, except for paragraphs B, K, and M, to the COUNTY'S DIRECTOR.

2. Subject to the terms of this Agreement, the CITY and the COUNTY agree that the COUNTY shall provide core planning services to the CITY by performing the following tasks for the period beginning 1 October 2012 and ending 30 September 2013:

A. CORE SERVICES. The CITY's core planning services which include the following:

- responding to the day to day public inquiries for planning and development information; and

- working with the CITY to providing direction on current or proposed development; and
- answering requests for the determination of compliance with the LDC of specific parcels and uses; and
- maintaining records and files on planning issues; and
- participating in the development review process; and
- coordinating with the Central Florida Regional Planning Council (“CFRPC”) on CITY planning issues; and
- preparing Planning and Zoning Board (P&Z) reports for variances, special exceptions and administrative appeals, and conducting research, and updating files related to said reports; and
- updating the County’s web applications with the Avon Park Zoning Map and Adopted Future Land Use Map information; and
- preparing the staff portion of the P&Z agenda packet for variances, special exceptions and administrative appeals except for as noted in paragraph 3 below; and
- attending the CITY P&Z meetings regarding variances, special exceptions and administrative appeals and when necessary attend other meetings of the CITY P&Z; and
- processing development orders such as building permits, special exceptions, variances, final (as built) inspections, and
- advising and providing staff support to applicants.

B. ADDITIONAL PLANNING TASKS. The CITY and the COUNTY shall enter into a separate Interlocal Agreement if the CITY would like the COUNTY to assist in accomplishing additional planning projects other than those listed in A. above.

3. The CITY shall prepare and distribute agendas and minutes of P&Z meetings regarding variances, special exceptions and administrative appeals, provide all required mailing addresses for notices, place all advertising and post all notices required in connection with meetings and public hearings. The COUNTY shall provide to the CITY Clerk the matters to be placed on the said P&Z agendas as well as the applications, staff reports, and related matters to be included in the said P&Z packets or publications by the Clerk.

4. The COUNTY shall collect all fees and charges related to the CITY’s LDC. The fees collected shall be made payable to the CITY and shall be forwarded to the CITY Clerk at the end of the month in which they were collected.

5. The CITY shall compensate the COUNTY for the core planning services provided by the COUNTY to the CITY pursuant to this Agreement. The compensation

shall be calculated by utilizing the individual staff billable hours multiplied by his/her total hourly compensation, including benefits, up to a maximum of \$20,000.00 for all services. The compensation shall be billed by the COUNTY to the CITY on a monthly basis. Once a total of \$20,000.00 in compensation for the core planning services has been reached, this Interlocal Agreement will lapse unless an amended Interlocal Agreement is approved by both the CITY and the COUNTY.

6. The CITY shall reimburse the COUNTY for out of pocket expenses incurred by the COUNTY for copying, postage and business mileage when a personal vehicle is used for official CITY travel and other direct out of pocket expenses paid by the COUNTY pursuant to this Agreement. Business mileage reimbursement shall be according to the COUNTY's reimbursement of traveling expenses. The CITY shall make payment to the COUNTY pursuant to this paragraph within thirty (30) days after receiving the COUNTY'S invoice for those expenses.

7. This Agreement specifically excludes development of new articles or revisions to the existing articles to the LDC.

8. The COUNTY is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed by or on behalf of the COUNTY shall at all times, and in all places, be subject to the COUNTY's sole direction, supervision and control. The COUNTY shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the COUNTY's relationship and the relationship of its employees and volunteers to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. The COUNTY does not have the power or authority to bind the CITY in any promise, agreement or representation.

9. This Interlocal Agreement has been executed pursuant Section 163.01, Florida Statutes.

10. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto and attached to the original of this Interlocal Agreement.

11. This Interlocal Agreement is binding upon the parties, their successors and assigns.

12. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement.

13. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement.

14. This Interlocal Agreement shall become effective upon execution by the CITY and the COUNTY.

15. This Agreement may be terminated by either party on 90 days written notice.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the dates indicated.

DONE AND ADOPTED this 10 day of September, 2012.

Attest: Cheryl Tietjen
Cheryl Tietjen, City Clerk

CITY OF AVON PARK, FLORIDA,
a municipal corporation

By: Sharon Schuler
Sharon Schuler, Mayor

DONE AND ADOPTED this 18th day of September, 2012

Attest: Robert W. Germaine
Robert W. Germaine, Clerk

HIGHLANDS COUNTY, a political
subdivision of the State of Florida

By: Jack L. Richie
Jack L. Richie, Chairman

