

Building Permitting and Inspection Service Delivery Agreement

This Building Permitting and Inspection Services Delivery Agreement (the “Agreement”) is made and entered into this XX day of XXXX, 2010, by and between the City of Wildwood (“City”) and Sumter County (“County”).

WHEREAS, the City possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions. This independent approach to building permitting and inspections does not allow for the most efficient provision of this service. Currently, there is coordination of building permitting and inspection issues; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; 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 public services such as building permitting and inspections.

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 a unified approach to building permitting and inspection services will result in a more efficient and cost effective method of service and promote safety and welfare of all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement:
 - a. The County shall serve as the single, unified point of service for building permitting

and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Services". The Consolidated County/City Building Services shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with the City's local ordinances and State law.

b. The Consolidated County/City Building Services will function and be funded as a Subdivision under Sumter County Board of County Commissioners.

c. The County shall be responsible for funding of the staff and operational costs of the Consolidated County/City Building Services. Funding for the Consolidated County/City Building Services shall be generated from fees collected for building permit applications, reviews, and inspections within unincorporated Sumter County and the City. Fees collected for building permits, reviews, and inspections within the City shall be based on the County's fee schedule. Annually, the City shall submit an invoice to the County for reimbursement for costs allowable under Florida Statutes. Under no circumstances shall invoiced costs exceed \$60,000.00 per year for the first five (5) years of this agreement and not to exceed \$60,000.00 excluding the annual adjustment based upon the change in the Consumer Price Index (CPI) from March 2014 to March 2015, with the change to be effective for the next ensuing County fiscal year and thereafter on the same basis for the remaining term of this agreement.

d. The County and City agree to prepare and adopt unified operational procedures for building permit processing, review, and inspections to assure a high level of service to customers without undue delay.

e. The County shall provide for a building, permitting and inspection customer interface location within the incorporated boundaries of the City.

f. The County agrees to hire the City's current building official as of October 1, 2010 as a County building inspector at his existing rate of pay as of September 20, 2010.

2. 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 a 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 Sumter 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.

2. Fire Inspections and Plan Review: Consistent with existing interlocal agreements, the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire

building plan reviews within the City and unincorporated areas.

End of Building Services Sub Agreement

Economic Development Service Delivery Sub-Agreement

This Economic Development Service Delivery Sub-Agreement is made and entered into this ____ day of _____, 2010, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life for all residents of Sumter County; and

WHEREAS, economic development should be a countywide focus for marketing, recruiting, and providing consulting assistance to existing and new businesses; and

WHEREAS, the cities of Sumter County should focus their efforts of economic development on their utility and infrastructure to support the expansion of existing and the location of new businesses and industry; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; 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 future land use, public facilities and services, and protection of natural resources; and

WHEREAS, the City and County adopted an Interlocal Service Boundary Agreement and Joint Planning Agreement to promote the efficient and effective delivery of public services and to promote positive economic development throughout the County.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and accepting the above whereas clauses as true and incorporating the same as if stated herein, the City and the County agree that a coordinated approach to economic development will promote and guide the

development of existing and new businesses to the benefit of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall, in a manner and volume of its sole discretion, based on analysis of what strategy will result in the best results for both the City and the County as a whole, provide the economic development marketing and consultation services to existing and new businesses in the effort to retain and promote the growth of jobs within Sumter County and its municipalities. Sumter County may provide such marketing and consultation through utilization of independent third party contractors already under contract with the County, or through other governmental or private sector relationships at its disposal, or through whatever other means the aforementioned analysis determines will be most effective.

2. Costs:

Sumter County will bear all costs of such economic development and marketing consultation services and the City shall not incur costs for such services.

3. Input from City:

County shall consider input from the City in determining what strategy will result in best results for both the City and the County as a whole.

4. If the City at any time determines that it is in the best interest of the City to obtain additional consultation services for specific projects, it shall coordinate such services with Sumter County.

Law Enforcement Service Delivery Sub-Agreement

This Law Enforcement Services Delivery Sub-Agreement is made and entered into this ___ day of _____, 2010, by and between the City of Wildwood (“City”) and Sumter County (“County”).

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides funding for law enforcement services by the Sumter County Sheriff’s Office; and

WHEREAS, the County provides funding for code enforcement services by the Sumter County Board of County Commissioners; and

WHEREAS, the City provides funding for law enforcement services and code enforcement services for the City, by the City’s police department; and

WHEREAS, the County and City recognize the most efficient approach to providing adequate law enforcement protection is a coordinated approach between the County and the City; and

WHEREAS, the City provides the backup 911 Public Safety Answering Point (“PSAP”) to the primary 911 PSAP provided by Sumter County; and

WHEREAS, the County recognizes and desires to resolve the financial inequities that may exist through the City’s performance of code enforcement and acting as the backup 911 PSAP; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as law enforcement services; 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 future land use, public facilities and

services, and protection of natural resources; and

NOW, THEREFORE, accepting the above WHEREAS clauses as true and incorporating same as if stated herein, and 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 that a coordinated and unified approach to law enforcement services results in a more efficient and effective method of service and promotes the safety and welfare of all of the citizens of Sumter County and agree that a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If that agreement should terminate without renewal, the City shall be solely responsible for law enforcement within the incorporated boundaries of the City.
2. The City shall utilize its own law enforcement agency to perform code enforcement within the City. The City shall also allow Sumter to utilize City as a backup 911 PSAP. The County agrees to make an annual payment of \$100,000.00 to the City, said monies to be utilized strictly for the law enforcement aid and services described herein.
3. The incorporated boundaries of the City shall include those areas annexed into the City including those areas annexed pursuant to the Planning Services subagreement and the MSA as defined in the Planning Services subagreement.
4. Within the MSA, all law enforcement jurisdiction shall remain with the County in all areas which have not been annexed into the City unless otherwise specified herein.
5. For purposes of law enforcement jurisdiction, a road right of way and road contained in a road segment shall be considered annexed into the City at the time of annexation. If at least fifty-one percent (51%) of the linear footage of the on both sides of the road segment of a County non-regionally significant road is within the existing City boundary then the entire road segment shall be considered within the City consistent with the Road Services subagreement.

End of Law Enforcement Services Sub-Agreement

Transit Service Delivery Agreement

This Transit Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County provides transit services countywide; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as transit services; 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 public services such as building permitting and inspections.

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 a unified approach to transit services will result in a more efficient and cost effective method of service to all of the citizens of Sumter County and agree a need exists to maintain said service delivery in the following consolidated manner:

1. Service Delivery Agreement:

- a. The County shall serve as the single, unified point of service for transit services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Transit Services". The Consolidated County/City Transit Services shall provide the staffing and resources for all transit operations.

- b. The Consolidated County/City Transit Services will function and be funded as a Subdivision under Sumter County Board of County Commissioners.
 - c. The County shall be responsible for funding of the staff and operational costs of the Consolidated County/City Transit Services. All funding for the Consolidated County/City Transit Services shall be generated from fare box receipts, grants, contracts, and other fees for services for transit purposes.
 - d. The County and City agree to prepare and adopt a unified transit plan by 2014 with support from the Lake-Sumter Metropolitan Planning Organization
 - e. The County will coordinate with City for future bus stops in City serviced by rapid transit and fixed bus routes in order to meet both the City and Unincorporated Area transit needs.
 - f. The City will provide non-monetary support for grant applications for transit that may be necessary.
2. 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 a 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 Sumter 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.

End of Tranist Services Sub Agreement