

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this ____ day of September, 2018, by and between the **Village of Indiantown**, a municipal corporation chartered under the laws of the State of Florida, (hereinafter referred to as the “Village”) and **Martin County**, a political subdivision of the State of Florida, (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, The Village of Indiantown was created by Chap. 195-2017, Laws of Florida, and duly approved by public referendum on November 8, 2017, for incorporation beginning December 31, 2017; and

WHEREAS, Martin County participated in, and fully supported, the transition on March 21, 2018, between the Board of County Commissioners, and the inaugural Village Council, as governing body for the Village; and

WHEREAS, the transition includes determinations by the parties herein regarding the various Municipal Service Taxing Units (MSTUs), and concomitant services provided by the County; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, the County and the Village have the power and authority to enter into an interlocal agreement for the purposes of delineating policies, procedures, and actions with respect to the provision of fire-rescue and parks and recreation services, and the transfer of rights-of-way and stormwater facilities, within the Village’s corporate limits; and

WHEREAS, pursuant to the requirement of Section 125.01(1)(q), Florida Statutes, and the procedures of Section 166.041, Florida Statutes, the Village has already adopted Ordinance No. 001 (2018) consenting to the inclusion of all of the Village in the Fire-Rescue Municipal Services Benefit Unit (MSBU) for the purposes described therein for the term of the special assessment.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1.0 **Recitals.** The recitals above are true and correct and hereby incorporated into and made a part hereof.
- 2.0 **Authority.** The authority to enter into this Agreement is pursuant to Chapter 163, Florida Statutes.

3.0 **General Purpose.** The Village and the County are entering into this Interlocal Agreement to set forth the rights and responsibilities concerning the implementation and the levy of a certain taxes needed to provide services identical to those previously provided by the County's Fire-Rescue and Parks and Recreation MSTUs; and to provide for a methodology and authorization to transfer the Road rights-of-way and Stormwater facilities from the County to the Village, all as provided by law.

4.0 **Fire-Rescue Services.**

4.1 At the request of the Village, the County commits to provide within the Village, the same fire-rescue services it provides elsewhere throughout the County, for the fiscal year beginning October 1, 2018.

4.2 The Village agrees to pay to the County an amount equal to the funds that would have been generated by the County Fire-Rescue MSTU within the territorial boundaries of the Village if such MSTU were to continue within the Village.

4.3 The Village shall pay such funds to the County in the months of January, April, July, and September, beginning in January, 2019. The January, April and July payments shall be estimated amounts based on one-fourth of the Martin County Property Appraiser's estimates for the generation of tax revenues based on the County's MSTU tax rate for Fire-Rescue services, if such MSTU were to be effective within the Village. The September payment shall be a "true up" (over or under) payment including those funds collected by the Village from the Martin County Tax Collector.

5.0 **Parks and Recreation Facilities and Services.**

5.1 At the request of the Village, the County commits to provide within the Village, the same parks and recreation facilities and services it provides elsewhere throughout the County, for the fiscal year beginning October 1, 2018.

5.2 The Village agrees to pay to the County an amount equal to the funds that would have been generated by the County Parks and Recreation MSTU within the territorial boundaries of the Village if such MSTU were to continue within the Village.

5.3 The Village shall pay such funds to the County in the months of January, April, July, and September, beginning in January, 2019. The January, April and July payments shall be estimated amounts based on one-fourth of the Martin County Property Appraiser's estimates for the generation of tax revenues based on the County's MSTU tax rate for Parks and Recreation services, if such MSTU were to be effective within the Village. The September payment shall be a "true up" (over or under) payment including those funds collected by the Village from the Martin County Tax Collector.

6.0 **Road Rights-of-way.**

6.1 At the request of the Village, the County commits to transfer to the Village certain county road rights-of-way within the Village, as set forth in and pursuant to the Roadway Transfer Agreement attached hereto as Exhibit "A".

6.2 The transfer of ownership of the electrical accounts established for the streetlights within the territorial boundaries of the Village shall be completed by the County as soon as practical after October 1, 2018. It is the intent of the parties that the transfer of all maintenance responsibility of the road rights-of-way shall be effective on October 1, 2018, notwithstanding the later actual transfers of ownership of the electrical accounts.

7.0 **Stormwater Facilities.**

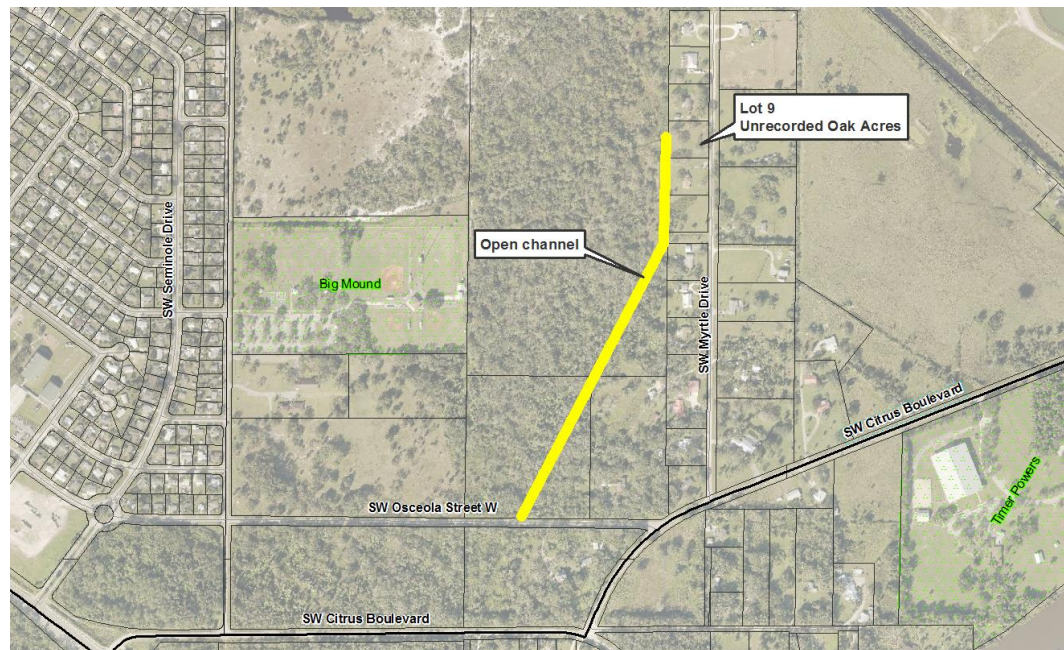
7.1 At the request of the Village, the County commits to transfer to the Village ownership of and maintenance obligations for those stormwater facilities lying within the right-of-way transferred pursuant to Exhibit “A”, as well as those stormwater facilities currently maintained by the County within the Village that are outside the right-of-way transferred pursuant to Exhibit “A”, such facilities being more particularly described as:

7.1.1 an open channel that lies within the undedicated drainage easements along the north and west sides of Lot 4 and the west side of Lot 12 in the plat of “Palm Oak Estates”, as recorded in Plat Book 7, Page 5, of the public records of Martin County, Florida;

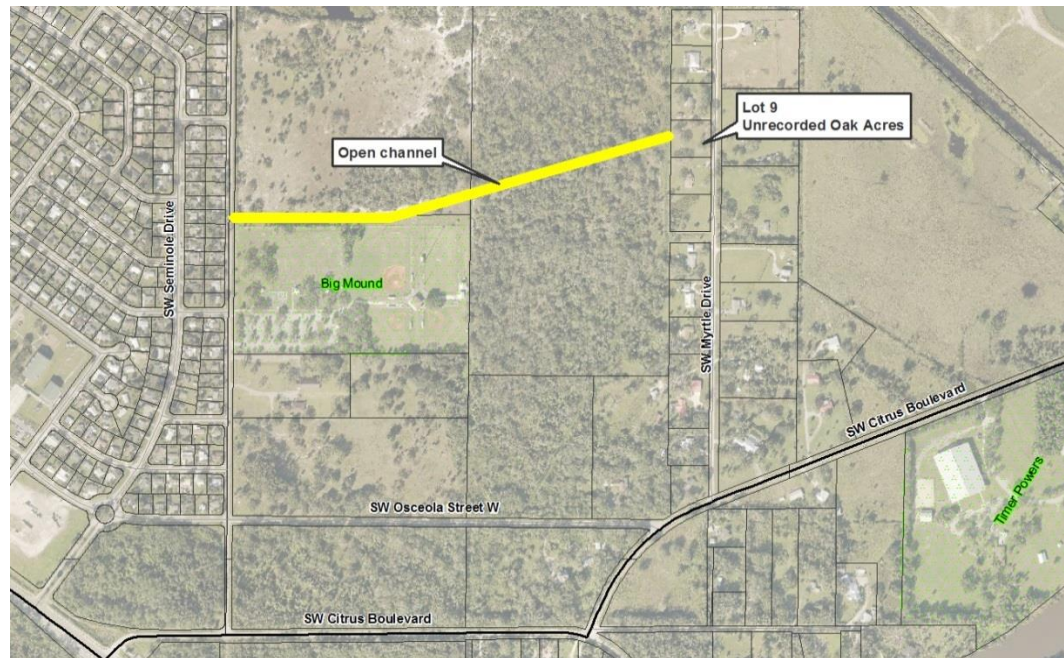
7.1.2 an open channel that lies within an undedicated easement along the south side of Lots 9 and 18 in the plat of “Fernwood Forrest”, as recorded in Plat Book 4, Page 22, of the public records of Martin County, Florida;

7.1.3 an open channel that runs through the County’s drainage easement recorded in Official Record Book 963, Page 899 of the public records of Martin County, Florida;

7.1.4 an open channel that runs from the north side of SW Osceola Street through Lot 2 of “Indeeco Inc. Minor Plat No. 1”, as recorded in Plat Book 6, Page 36, of the public records of Martin County, Florida, to the west side of Lot 9 in the unrecorded plat of Oak Acres, as shown below;



7.1.5 an open channel that runs from west of Lot 9 in the unrecorded plat of Oak Acres to the east side of SW Indian Mound Drive along the north side of Big Mound Park, as shown below;



7.1.6 an open channel that runs through the County’s drainage easement recorded in Official Record Book 49, Page 116 of the public records of Martin County, Florida, locally known as the Rowland Canal;

7.1.7 a culverted system that lies within a drainage easement along the southeast sides of Lots 1, 2, 3, 4, 34, 35, and 36 in the plat of “New Hope Community”, as recorded in Plat Book 9, Page 10, of the public records of Martin County, Florida; and

7.1.8 the drainage system that lies within County’s Tracts “A”, “B”, “D”, “E”, and “F” of the plat of “Carter Park”, as recorded in Plat Book 12, Page 17 of the public records of Martin County, Florida.

7.2 The transfer of the County’s interests in the easements and Tracts described above shall be completed by the County as soon as practical after October 1, 2018. It is the intent of the parties that the transfer of all maintenance responsibility of the stormwater management facilities shall be effective on October 1, 2018, notwithstanding the later actual transfers and recordation of easements and deeds in the Official Records of Martin County, Florida.

8.0 **Term and Termination.**

8.1 This Agreement shall remain in effect for the year beginning October 1, 2018, and indefinitely thereafter, subject to termination pursuant to this section. This Agreement may be terminated by either party by delivering to the other party written notice thereof prior to May 1 of a given calendar year, whereupon the Agreement will thereby terminate

on September 30th at 11:59 PM of that year. The Agreement may be otherwise terminated in a manner agreed by the parties in writing.

8.2 The parties further agree that Section 4 of this Agreement shall be co-terminus with the effective date of any revocation of consent by the Village given under Village Ordinance No. 001 (2018), and thereafter, this Agreement shall continue in effect as if Section 4 of this Agreement was not contained herein.

8.3 Any transfers by deed, bill of sale, easement, transfer agreement, or other appropriate instrument, which have already occurred, shall not be disturbed by a termination of this Agreement.

9.0 **Dispute Resolution.** Disputes under this Agreement may be resolved by the County's Authorized Representatives and the Village's Authorized Representatives. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties shall first select a mutually acceptable mediator to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

10.0 **Amendment.** This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Martin County, Florida.

11.0 **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and as elected by the person giving such notice, hand delivered by messenger or courier service, telecommunicated (email or fax), or mailed by certified mail (postage prepaid), return receipt requested, addressed to :

As to Martin County:

With a copy to:

Martin County Administrator
2401 SE Monterey Road
Stuart, FL 34996

Martin County Attorney
2401 SE Monterey Road
Stuart, FL 34996

As to the Village of Indiantown:

With a copy to:

Village Manager
Village of Indiantown
PO Box 398
16550 SW Warfield Blvd.
Indiantown, FL 34956-0398

Village Attorney
Village of Indiantown
PO Box 398
16550 SW Warfield Blvd.
Indiantown, FL 34956-0398

or such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered, or on the day telecommunicated, or on the date upon which the return receipt is signed, or delivery refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

- 12.0 **Filing.** This Agreement shall be filed by Martin County with the Clerk of the Circuit Court of Martin County, Florida.
- 13.0 **Assignment.** Neither party shall assign this Agreement to any other person or entity without first obtaining the non-assigning party's written approval.
- 14.0 **General.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DATED: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

DATED: _____

ATTEST:

**VILLAGE COUNCIL
VILLAGE OF INDIANTOWN, FLORIDA**

Cheryl White, Clerk

Susan Gibbs Thomas, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Wade C. Vose, Village Attorney