

**JOINT PLANNING AREA INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF AUBURNDALE AND POLK COUNTY**

This AGREEMENT is made and entered into this 7<sup>th</sup> 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