

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA**

CITY OF NORTH PORT, FLORIDA,
a Florida municipal corporation,

Plaintiff,

v.

CASE NO.: 2004-CA-002015-NC

SARASOTA COUNTY, a political subdivision of the
State of Florida and **THE SARASOTA OFFICE OF
MANAGEMENT AND BUDGET**, a division of Sarasota
County,

Defendants.

_____ /

INTERLOCAL AGREEMENT IN SETTLEMENT OF CASE

This Interlocal Agreement ("Agreement") is entered into this 7th day of December, 2004, by and between Plaintiff, City of North Port, Florida, a municipal corporation of the state of Florida pursuant to Article VIII, Section 2, Florida Constitution ("North Port") and Sarasota County, a political subdivision of the state of Florida pursuant to Article VIII, Section 1, Florida Constitution ("Sarasota County")

WHEREAS, on or about April 24, 2004, North Port sued Sarasota County to cause the transfer of title to the City of 2282 lots in North Port ("the lots") that had escheated to Sarasota County due to non-payment of taxes; and

WHEREAS, North Port and Sarasota County both initiated the conflict resolution procedures of the Florida Governmental Conflict Resolution Act, §§164.101-164.1061, Fla. Stat. (2004) to endeavor to resolve this suit without litigation; and

WHEREAS, North Port and Sarasota County, through their respective staff representatives met on two occasions with mediator Hamilton "Chip" Rice, Esq. to discuss settlement and ultimately to draft a statement of the issues in conflict; and

WHEREAS, the governing bodies of North Port and Sarasota County met in a joint public meeting on this matter on December 7, 2004 and also enlisted the assistance of Mr. Rice as a facilitator; and

WHEREAS, at the joint public meeting the parties reached the following agreement to fully settle the suit, and have reached this settlement agreement containing the complete and final terms and conditions in a single document pursuant to which the aforementioned suit has been settled and will be dismissed with prejudice; and

WHEREAS, North Port and Sarasota County are vested with the power and authority to settle litigation and to perform the acts set forth in this agreement, and are specifically authorized to enter into this Interlocal Agreement with one another by virtue of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Fla. Stat. (2004)

NOW THEREFORE, in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, North Port and Sarasota County agree as follows:

The lots shall be sold, distributed, or dedicated and the net proceeds shall be distributed as follows:

1. **Lots to be Preserved for Environmental or Archaeological Purposes:** Lots that should be preserved for environmental or archaeological reasons shall be set aside and dedicated for purposes of preservation. Lots shall be so classified and set aside according to the criteria set forth in the parties' respective comprehensive plans and land use regulations as well as upon the recommendations of the parties' environmental and historic resource staff. The identification of lots to be preserved shall be subject to approval by the parties, and each party agrees not to unreasonably withhold approval.

2. **Lots Set Aside for Government Purposes:** The City may designate up to 100 lots to be used for governmental purposes, such as for parks, right-of-way, drainage, and capital facilities. Lots so designated shall be set aside and used for the specific purpose identified by the City. Any lot not used by the City for the purpose identified within 10 years shall thereafter be sold to the highest bidder within one year and the proceeds shall be distributed 55% to the City and 45% to the County.

3. **Notice to Adjacent Owners:** The owners of lots with at least one common boundary to an escheated lot may receive notice of the proposed sale of the adjacent escheated lot by U.S. Mail to the last known address in the public records of Sarasota County. The notice described herein shall not be a condition precedent to the sale of any escheated lots. All sales of lots under this section shall be in accordance with law, and all terms and conditions of the sale must be adhered to by all bidders.

4. **Sale of Remaining Lots:** The lots remaining after accounting for the set asides above shall be sold by Sarasota County and the City of North Port to the highest bidder.

The net proceeds from the sale of the lots shall be distributed 55% to the City and 45% to the County. In arriving at the net proceeds, the County shall be entitled to subtract from the gross proceeds the sum it has expended and tax monies lost in connection with the lots, up to a total of \$800,000. The County shall provide an itemized accounting of these costs and taxes to the City.

FURTHER, THEREFORE, in consideration of Sarasota County's promises, North Port agrees to file a voluntary dismissal with prejudice immediately upon execution of this agreement.

AND FURTHER, THEREFORE, the parties also agree as follows:

1. **Attorney's Fees and Costs:** Each party shall bear its own fees and costs incurred in the

prosecution or defense of the suit.

2. **Applicable law:** This agreement and its interpretation, construction and enforcement shall be governed by the laws of the State of Florida. The parties agree that the sole remedy under this agreement available to either party is the enforcement of the agreement.

3. **Mutually Drafted Agreement:** This agreement has been negotiated at arms length and between parties represented by experienced and knowledgeable legal counsel. Accordingly, any rule, law, or legal decision that would require interpretation of any ambiguities in this Agreement against the party who drafted any particular provision is not applicable and is waived. Provisions of this agreement shall be interpreted in a reasonable manner to affect the purpose of this agreement. Further, each party hereto acknowledges that it has read the entire agreement, fully understands its terms and effects, and that this agreement is being signed freely by them. Each of the terms of this agreement are contractual, not mere recitals, and are the result of negotiations between parties.

4. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties concerning the entire resolution of this litigation, and supersedes and replaces any and all prior written or oral negotiations or proposed agreements. Should any conflict or inconsistency arise between the provisions of this Agreement and those of any other prior written or oral negotiations, the provisions of this Agreement shall control. Should any provision of this Agreement be determined to be invalid or unenforceable, such a determination shall not affect the validity and enforceability of the remaining provisions of this Agreement. Each party acknowledges that no other party, or any agent or attorney or any party has made any promise, representation or warranty whatsoever, expressed or implied, not contained herein or concerning the settlement of this litigation to induce any other party to execute this Agreement. Each party acknowledges that it has not executed this Agreement in reliance of any such promise, representation or warranty not contained herein.

5. **Execution in Counterparts:** This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

6. **Modification or Amendment:** Any amendment or modification of this Agreement must be in writing and signed by both parties in accordance with law.

7. **Headings:** The headings used in this Agreement are for convenience only and do not impart any substantive significance.

8. **No Waiver:** No waiver by any party to this Agreement of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any term or provision hereof.

IN WITNESS WHEREOF, the settling parties, North Port and Sarasota County, have executed this Agreement through their respective Chairman, on the date shown below.

**BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA**

By: *Paul Mercier*
Paul Mercier, Chairman

Date: 2/22/2005

ATTEST:

Karen E. Rushing, Clerk of
the Circuit Court and Clerk of
the Board of County Commissioners

By: *Paula J. Lintomun*
Deputy Clerk

Approved as to form and correctness:

By: *Steph S...*
County Attorney

CITY OF NORTH PORT, FLORIDA

By: *Richard A. Lockhart*
Richard A. Lockhart, Chairman

Date: 4/11/05

Approved as to form and correctness:

By: *Robert K. Pol*
City Attorney

ATTEST:

Helen M. Raimbeau, City Clerk

By: *Helen M. Raimbeau*
Clerk