

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SEBASTIAN AND INDIAN RIVER COUNTY
AIRPORT ZONING REGULATIONS
CHAPTER 333 FLORIDA STATUTES**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the City of Sebastian, Florida, hereinafter referred to as the "CITY", and Indian River County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

WHEREAS, the CITY and the COUNTY constitute "political subdivisions" pursuant to chapter 333 of the Florida Statutes, with respect to the adoption and enforcement of airport zoning regulations under the provisions of that chapter; and

WHEREAS, the CITY owns and operates the Sebastian Municipal Airport (hereafter the "AIRPORT") which is situated entirely within the municipal limits of the CITY and is bordered by unincorporated Indian River County; and

WHEREAS, certain activities and uses of land in the immediate vicinity of airports as enumerated in s. 333.03(2), F.S., are not compatible with normal airport operations, and may, if not regulated, also endanger the lives of airport users, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

WHEREAS, some airport hazard areas appertaining to the AIRPORT are located wholly or partly in the territorial limits of the CITY, while other such areas are located wholly or partly in the territorial limits of the COUNTY; and

WHEREAS, the CITY and COUNTY have heretofore adopted regulations pursuant to chapter 333, and those regulations will be updated, if necessary, in order to comply with subsequent changes to the statute; and

WHEREAS, by entering into this Interlocal Agreement pursuant to the provisions of s. 163.01 and s. 333.03(b)1., F.S., the CITY and the COUNTY acknowledge their obligation, in conformity with s. 333.03(1)(b)1., F.S., to adopt, administer, and enforce airport zoning regulations applicable to the airport hazard areas, and to the extent allowed by law restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with the continuation of normal airport operations including landing and takeoff of aircraft in order to promote public health, safety, and general welfare.

NOW, THEREFORE, in consideration of the forgoing and the mutual covenants hereinafter contained, it is agreed between the CITY and the COUNTY as follows:

Section 1. Airport Zoning Regulations.

Pursuant to the procedures specified in s. 333.05, F.S., the CITY and the COUNTY shall proceed to concurrently develop, administer, and enforce updated airport protection zoning regulations and airport land use compatibility zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of the AIRPORT, in compliance with Chapter 333, Florida Statutes. Nothing in this Agreement shall obligate the CITY or the COUNTY to revise its land development regulations to regulate: (1) the height that trees are permitted to grow; (2) the offsite impacts of lights

and illumination used in connection with streets, parking, signs and uses of land; (3) the offsite use of high energy beam devices; or, (4) activities that produce offsite interference with navigational signals or radio communications, except to the extent the COUNTY shall voluntarily obligate itself to do so pursuant to an amendment to this Agreement executed pursuant to the provisions of s. 163.01 and s. 333.03(b)1., Florida Statutes.

Section 2. Development Review.

The CITY and the COUNTY acknowledge their respective obligations, in conformance with s. 333.03(1)(b)1., F.S., to adopt, administer and enforce airport protection zoning regulations and airport land use compatibility zoning regulations to the extent allowed by law to restrict the incompatible uses specified in s. 333.03(2), F.S.

The COUNTY shall notify the CITY of any development permit applications having potential to create any new airport hazards or new incompatible use of land described in Chapter 333, F.S. The County's Technical Review Committee shall request input from the CITY during the application review process.

The CITY and the COUNTY shall use Chapter 164, Florida Statutes, the Florida Governmental Conflict Resolution Act to resolve any disputes.

Section 3. Notices

Any notice to the CITY shall be sent to:	With a Copy to:
City of Sebastian Airport Director's Office 202 Airport Drive East Sebastian, Florida 32958	City of Sebastian City Manager 1225 Main Street Sebastian, Florida 32958

Any notice to the COUNTY shall be sent to:	With a Copy to:
County Administrator Indian River County 1801 27th Street Vero Beach, FL 32960	County Administrator Indian River County 1801 27th Street Vero Beach, FL 32960

Section 4. No Financial Liability, Attorney's fees and Costs.

This Agreement shall not be construed to provide any party hereto with a right to monetary damages or to otherwise impose any financial liability upon any party hereto. In any action to enforce this Agreement, or any resolution, proceeding or any other dispute arising under this Agreement, each party shall bear its own attorney's fees and costs.

Section 5. Disclaimer of Third-Party Beneficiaries.

This Agreement is solely for the benefit of the CITY and the COUNTY and no right, privilege or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any other municipality, county, state agency or federal agency. Nothing in this Agreement is intended or shall be construed to confer

upon or give any person, corporation, partnership, trust, private entity, agency or other governmental entity any right, privilege, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement is not intended nor shall it be construed to be a development agreement within the meaning contemplated in Sections 163.3220-3243, F.S.

Section 6. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Nineteenth Judicial Circuit in and for Indian River County, Florida.

Section 7. Recording and Filing.

This Interlocal Agreement (and all future amendments hereto, if any) shall be recorded in the Public Records of Indian River County, Florida and filed with the FDOT (Aviation Office MS-46) pursuant to ss. 333.03(3) and 163.01(11), F.S. The CITY and the COUNTY shall file their respective airport zoning codes, rules, and regulations, and amendments and proposed and granted variances thereto with FDOT pursuant to s. 333.03(3), F.S., within 30 days after they are adopted or issued.

Section 8. Term, Amendment, and Termination of Agreement.

The term of this Interlocal Agreement shall be thirty years from its effective date. However, prior to its expiration, the parties shall either (1) execute a replacement interlocal agreement; or (2) create a joint airport protection zoning board, as required by s. 333.03(1)(b), F.S. This Agreement may be amended from time to time pursuant the provisions of s. 163.01, F.S.

Section 9. Effective Date.

This Interlocal Agreement shall become effective upon its execution by both parties and its recording with the Clerk to the Board pursuant s. 163.01(11). F.S.

IN WITNESS WHEREOF, the parties hereto have executed the AGREEMENT on the date entered in the first paragraph above.

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Indian River County

Attest:
Jeffrey R. Smith, CPA, CGFO, CGMA
INDIAN RIVER COUNTY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

Board of County Commissioners of Indian
River County

By:

Joseph E. Flescher, Chairman

Deputy Clerk

Date: _____

Approved as to form and legal sufficiency

By: _____

Print: Dylan Reingold, County Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Joseph E. Flescher, as Chairman of the Board of County Commissioners of Indian River County. He is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
Commission No. _____
My Commission Expires: _____

CITY OF SEBASTIAN

ATTEST:

Sign: _____
Jeanette Williams, MMC
City Clerk

Sign: _____
Bob McPartlan
Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Bob McPartlan, as Mayor, and attested by Jeanette Williams, as City Clerk of the City of Sebastian, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
Commission No. _____
My Commission Expires: _____

ADMINISTRATIVE REVIEW

Approved as to form
and legal sufficiency:

Robert Ginsburg
City Attorney

Approved as conforming to
municipal policy:

Joe Griffin
City Manager

Approved as to technical
requirements:

Scott Baker
Airport Director

Approved as to technical
requirements:

Dorri Bosworth
Planning and Development