

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2345

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA APPROVING,**
2 **ADOPTING, AND AUTHORIZING THE EXECUTION OF AN**
3 **INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE**
4 **CITY OF LAKE CITY, FLORIDA AND THE COLUMBIA COUNTY,**
5 **FLORIDA BOARD OF COUNTY COMMISSIONERS REGARDING A**
6 **JOINT PLANNING AREA AND MUNICIPAL SERVICE AREA TO BE**
7 **COMMONLY IDENTIFIED AS THE CORNERSTONE PLANNING AREA;**
8 **PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY;**
9 **PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE**
10 **DATE.**

11 **WHEREAS**, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida
12 Statutes, on August 21, 2025, the Board of County Commissioners of Columbia County, Florida
13 (the "BOCC" or the "County") adopted Resolution 2025R-32 (the "Initiating Resolution")
14 inviting the City of Lake City, Florida (the "City") to participate in discussions for negotiation
15 of an interlocal service boundary agreement, and identifying certain issues for negotiation;
16 and

17 **WHEREAS**, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida
18 Statutes, on September 3, 2025, the City Council of the City approved Resolution No. 2025-
19 121 (the "Responding Resolution") identifying certain issues for negotiation; and

20 **WHEREAS**, the City and County have met since the approval of the resolutions to discuss the
21 issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary
22 Agreement to address such issues identified in the Initiating Resolution and the Responding
23 Resolution; and

24 **WHEREAS**, it is anticipated the Columbia County Board of County Commissioners will consider
25 the proposed Interlocal Service Boundary Agreement at its regularly scheduled meeting on
26 December 18, 2025; and

27 **WHEREAS**, the City Council finds the approval and adoption of the Interlocal Service Boundary
28 Agreement to be in the interests of the general welfare and the interests of the public; now,
29 therefore,
30

BE IT ENACTED BY THE PEOPLE OF LAKE CITY, FLORIDA:

SECTION 1. APPROVAL AND ADOPTION OF INTERLOCAL BOUNDARY SERVICE AGREEMENT.

The Interlocal Service Boundary Agreement attached hereto as Exhibit "A" is approved and adopted by the City Council. The Mayor of the City is authorized and directed to execute said agreement.

SECTION 2. AUTHORIZATION TO AMEND COMPREHENSIVE PLAN.

The City Council further authorizes and directs all necessary and appropriate action to amend the City's comprehensive plan as required by Section 171.203(9), Florida Statutes.

SECTION 3. DIRECTION TO RECORD AGREEMENT

Upon adoption and execution of the Interlocal Service Boundary Agreement by the Columbia County Board of County Commissioners, said agreement shall be recorded and filed with the Clerk of Court for Columbia County, Florida, in accordance with Section 163.01(11), Florida Statutes.

SECTION 4. COMPLIANCE WITH STATUTE

This ordinance, and the agreement attached hereto as Exhibit "A", have been approved in accordance with Section 171.203(14), Florida Statutes, and Section 166.041, Florida Statutes.

SECTION 5. REPEAL OF ORDINANCES IN CONFLICT

All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

SECTION 6. PROVIDING FOR SEVERABILITY

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

APPROVED, UPON THE FIRST READING, by the City Council of the City of Lake City at a regular

meeting, on the ____ day of December, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the ____ day of December, 2025.

APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this ____ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Interlocal Service Boundary Agreement

between

County of Columbia

and

City of Lake City

CORNERSTONE PLANNING AREA

INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN COLUMBIA COUNTY, FLORIDA AND
THE CITY OF LAKE CITY
CORNERSTONE PLANNING AREA

This Interlocal Service Boundary Agreement is made and entered into this ____ day of December 2025, by and between Columbia County, a political subdivision of the State of Florida ("County"), and the City of Lake City, a Florida municipality ("City").

WHEREAS, the City possesses municipal home rule powers pursuant to Article VIII, Section 2(b), Constitution of the State of Florida; Chapter 166, Florida Statutes; and Article II, Section 201, of the Charter of the City of Lake City; and

WHEREAS, the County possesses powers of self-government and home rule as provided by Article VIII, Section 1(g), Constitution of the State of Florida; Chapter 125, Part II, Florida Statutes; and the Home Rule Charter for Columbia County, Florida, as amended; and

WHEREAS, the County invited the City to enter into negotiations for an Interlocal Service Boundary Agreement by adopting Resolution 2025R-32 on August 21, 2025; and

WHEREAS, the City agreed to participate in negotiations for an Interlocal Service Boundary Agreement by adopting Resolution No. 2025-121 on September 3, 2025; 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, recognize the use of interlocal service boundary agreements and joint planning agreements as means of coordinating planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires cities and counties include an intergovernmental coordination element in their respective comprehensive plans, which intergovernmental coordination element provides procedures for identifying and implementing joint planning areas for the express purpose of annexation, municipal incorporation, and joint infrastructure service areas; and

WHEREAS, 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 for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands qualifying as logical candidates for future annexations, the appropriate uses of such lands, and the infrastructure needs of such lands, and provider thereof, while also protecting natural resources associated with such lands; and

WHEREAS, pursuant to Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, an interlocal service boundary agreement may include provisions that allow a municipality to adopt

land use changes consistent with Part II of Chapter 163 for areas scheduled to be annexed within the term of such interlocal service boundary agreement; and

WHEREAS, pursuant to Section 171.204, Florida Statutes, provided

1. an area proposed for annexation is “urban in character” as defined in Section 171.031, Florida Statutes, and
2. a county and municipality enter into a joint planning agreement ("JPA") pursuant to Section 163.3171, Florida Statutes,

when land is annexed pursuant to an interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; and

WHEREAS, the County will support annexations within the Interlocal Service Boundary Agreement area, provided such annexations create efficiencies for the delivery of municipal services; and

WHEREAS, the annexation of lands, and the extension of City and County facilities and services, are performed most efficiently if the process and timing of long range planning, annexation, and development review by and between the City and the County are clearly identified and part of a coordinated, joint effort; and

WHEREAS, the mutual commitment of the City and the County to clearly identify and jointly coordinate the process and timing of long range planning, annexation, and development review for the purpose of achieving efficient annexation of lands and extension of City and County services is a material inducement to the Parties to enter into this Agreement; and

WHEREAS, the City and the County find the benefits of intergovernmental communication and coordination will accrue to both Parties; and

WHEREAS, pursuant to Section 171.203, Florida Statutes, an interlocal service boundary agreement may address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which issues include, but are not necessarily limited to:

1. Consistent with Section 171.202(11), identification of unincorporated land as a municipal service area, which lands:
 - a. may receive municipal services from the City; or
 - b. may be annexed by the City; and
2. Establishment of a process and schedule for the annexation of lands in an MSA; and

3. Establishment of a process to adopt comprehensive plan amendments and land use changes, administer land development regulations, and issue development orders consistent with Chapter 163, Part II, Florida Statutes; and
4. Other service delivery issues; and
5. Land use planning; and

WHEREAS, pursuant to Section 171.204, Florida Statutes, an interlocal service boundary agreement must include a joint planning agreement under Section 163.3171, Florida Statutes, while also addressing responsibilities for land use planning by establishing procedures for adopting comprehensive plan amendments, administering land development regulations, and issuing development orders consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Article VIII of the Florida Constitution, Chapters 125, 163, 166, 171, and 180, Florida Statutes, and the Parties' respective charters.

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 as follows:

1. **Incorporation of Recitals and Maps.** Map 1 and Map 2, both affixed hereto, and each of the recitals above are true and correct and are incorporated into this Agreement as the legislative findings of the City and the County, as material terms hereof, as if fully set forth herein.
2. **Definitions.** Each following term or phrase shall have the meaning corresponding therewith unless the context requires and dictates otherwise:
 - a. *Agreement* shall mean this Interlocal Boundary Service Agreement.
 - b. *City* shall mean the City of Lake City, a Florida municipality, being wholly located in the County of Columbia, a political subdivision of the State of Florida.
 - c. *County* shall mean the County of Columbia, a political subdivision of the State of Florida.
 - d. *Intergovernmental Coordination Element* shall mean .that certain required element of a comprehensive plan as set forth in Section 163.3177(h), Florida Statutes.
 - e. *Interlocal Service Boundary Agreement* or "*ISBA*" as the context so requires, shall mean, generally, an interlocal service boundary agreement between a city and a county, and, specifically, the interlocal service boundary agreement contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of

Lake City, Florida, a Florida municipality, as such term is defined in Section 171.202, Florida Statutes.

- f. *Joint Planning Agreement* or “JPA” as the context so requires, shall mean, generally, a joint agreement between a city and a county, and, specifically, the joint agreement contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of Lake City, Florida, a Florida municipality, established pursuant to Section 163.3171, Florida Statutes.
 - g. *Map* or *Maps* shall mean Map 1 and Map 2, each depicting the same geographic area, attached hereto as if fully set forth herein.
 - h. *Municipal Service Area* or “MSA” as the context so requires, shall mean, generally, a municipal service area as established between a city and a county, and, specifically, the municipal service area contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of Lake City, Florida, a Florida municipality, as such term is defined in Section 171.202, Florida Statutes.
 - i. *Party* and *Parties* shall mean, respectively, a general reference to a singular signatory to this instrument, and a general reference to both signatories to this instrument, as the context shall so dictate and require.
 - j. *Proposed Development* shall mean that certain development of real property proposed for location on Tax Parcel Number 30-4S-17-08881-000 and commonly identified as “Cornerstone Crossing at 47”
 - k. *Road Segment* shall mean the portion of a road between two intersecting roads.
 - l. *Urban in Character* shall have the meaning set forth in Section 171.031(12), Florida Statutes.
3. **Term and Effective Date of Agreement.** This Agreement shall become effective when filed with the Clerk of Court for Columbia County Circuit Court, pursuant to Section 163.01(11), Florida Statutes. The initial term of this Agreement shall be twenty (20) years from the effective date of the Agreement. At the end of the tenth year following the effective date, the City and the County, through their respective staff, shall review the effectiveness and performance of this Agreement. Based upon this review and the adoption of the reports of any such review by the Parties’ respective governing boards, this Agreement may continue for the remainder of the initial term, be amended as the Parties desire, be extended, or be terminated pursuant to Paragraph 11 of this Agreement.
4. **Renewal of Agreement.** At any time prior to the end of the initial term, but in no event later than eighteen (18) months prior to the end of the initial term, should the Parties desire to extend the initial term of the Agreement the City and the County shall initiate negotiations pursuant to Section 171.203(12), Florida Statutes.
5. **Duplication of Services.** In furtherance of the purpose of this Agreement, neither the City,

nor the County shall undertake any action that would result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This provision shall not preclude mutual aid agreements between first responder agencies, division of duties as between the Parties' respective functions, or other instances where efficiency or a higher level of service to the public may be accomplished through inter-agency cooperation.

6. Planning and Development Services.

- a. Within six (6) months following the effective date of this Agreement, the City shall adopt a municipal service area as an amendment to its comprehensive plan pursuant to Section 171.203(11), Florida Statutes. The MSA shall include the area depicted on the Map, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA. The City's reference to this ISBA in the City's amendment to its Intergovernmental Coordination Element pursuant to Section 171.203(9), Florida Statutes, shall serve as the comprehensive plan amendment required by Section 171.203(11), Florida Statutes.
- b. The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, within six (6) months of the effective date of this ISBA, by adopting a policy referencing this Agreement. The County's policy shall read as follows, and shall be inserted in Article VII of the County's comprehensive plan:

Pursuant to Chapter 171, Part II, Florida Statutes, Columbia County and the City of Lake City have established an Interlocal Service Boundary Agreement (ISBA) recorded and effective on _____, relating to the Cornerstone Planning Area. The ISBA allows the City to annex properties within the Joint Planning Area identified therein that would not otherwise be eligible for annexation subject to the provisions established in the ISBA. All lands within the ISBA are subject to and have been incorporated with the Comprehensive Plan for the City of Lake City, Florida.

- c. Section 171.207, Florida Statutes, expressly authorizes a county to transfer to a municipality such county's powers over lands subject to an ISBA; and Section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the City's comprehensive plan, zoning, and land development regulations and fees associated therewith shall apply to, and the City shall enforce, the City's regulations on all lands subject to this Agreement as of the effective date hereof until the City annexes the land at issue, or amends its comprehensive plan with respect to those lands. Because the unincorporated area which is the subject of this Agreement is urban in character, the City and the County anticipate that the City will annex said area.

- d. The City and the County acknowledge the County comprehensive plan, zoning, and land development regulations permit public services within the JPA/MSA.
- e. Generally, and supplemental to Subparagraph 6.c, above, the City's land development processes and associated fees including, but not limited to, site plan review, permit issuance, and inspections, shall apply within the JPA/MSA and be payable to the City. Particularly, with respect to the Proposed Development, in advance of the contemplated annexation, and without the applicant-developer submitting a site plan to the County or obtaining County permits or development approvals, the City shall be responsible for administering, pursuant to the City's land development regulations, all regulatory oversight, review, and approvals of all elements, including, but not limited to, site plan review, permit issuance, and inspections of the Proposed Development.
- f. Pursuant to Section 171.204, Florida Statutes, before annexation of land not contiguous to the boundaries of an annexing municipality, a municipality shall transmit a comprehensive plan amendment applicable to the property proposed for annexation OR a municipality and county shall enter into a joint planning agreement which is adopted by the municipality and incorporated into the municipal comprehensive plan. Accordingly, in anticipation of the annexation of the area depicted on the Map, and pursuant to Section 171.204, Florida Statutes, this Agreement shall serve as the joint planning agreement and the City and the County comprehensive plans further serve to identify with respect to the area to be annexed,
 - i. the future land uses the City seeks to establish,
 - ii. the necessary public facilities and services, including transportation and school facilities and how they will be provided,
 - iii. and natural resources, including surface water and groundwater resources, and how they will be protected.

The City and the County shall reference this Agreement in their amendments to the intergovernmental coordination elements of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, and such reference shall fulfill the requirement of Section 171.204(2), Florida Statutes that the Joint Planning Agreement be adopted into their respective comprehensive plans.

- 7. **Public Safety and Fire Protection.** Within the MSA, the City and the County shall continue any current mutual aid agreement(s) in place, and may amend such agreement(s) from time-to-time. Notwithstanding, except as provided in such mutual aid agreements, within the MSA,
 - a. the City and the County will provide closest unit initial response to and from the MSA regardless of call type for emergency and non-emergency fire and rescue calls, and regardless of boundaries; and
 - b. with respect to law enforcement, the City shall provide primary investigative services for all non-emergency matters, and for all other matters following the initial response by

closest unit, regardless of whether the County or the City provides the initial emergency response.

For purposes of assessment of any special assessments against real property for the delivery of public services, such as, but not limited to those for fire or stormwater, where such real property is the subject of this Agreement, such assessment shall be in accordance with the jurisdictional status as either lands annexed into the City or unincorporated areas of the County. The City and the County shall from time to time prepare and approve such mutually acceptable documents, including interlocal agreements, as are necessary and proper to give effect to the provisions of this Section 7.

8. **Roads – Transfer of Jurisdiction.** Pursuant to Section 335.0415(3), Florida Statutes:

- a. The permanent transfer within the JPA/MSA of road maintenance responsibilities from the County to the City shall occur as follows:
 - i. Subject to Subparagraph 8.a.ii, those segments of roads lying entirely within the JPA/MSA, including all publicly dedicated rights of way within any development of real property within the JPA/MSA, shall be transferred to and become City roads, and shall be maintained, repaired, operated, and otherwise governed by the City as all other City streets or roads.
 - ii. Those segments of County Road 242E and County Road 242W lying within the JPA/MSA, and the infrastructure associated therewith and appurtenances thereto, including but not limited to signalization where such roads intersect SR 47, shall continue to be maintained by the County. The City and County shall at all times cooperate to facilitate the crossing of utility lines beneath 242W or 242E within the JPA/MSA as may from time to time be necessary for the expansion of utilities throughout the area.
 - iii. Road transfer includes infrastructure in the right-of-way, including, but not limited to, drainage, sidewalks and traffic control devices
 - iv. To the extent necessary to comply with any existing permit, license, or other authorization issued through any other agency to the City or County with respect to any road subject to this paragraph, the Parties shall cooperate for the transfer or re-issuance of any such permit, license, or authorization. If costs are incurred such cost shall be borne by the Party receiving the transfer or reissue.
- b. **Funding.** The City and the County will cooperatively seek and identify funding sources for capital transportation improvements within the JPA/MSA, including but not limited to improvements to major intersections with state and federal highways passing through the JPA/MSA.
- c. **Maintenance.** The City and the County may enter into maintenance agreements for certain segments of permanent County roads within the JPA/MSA. The County agrees the City shall be justly compensated for any and all maintenance responsibilities transferred to the

City through a maintenance agreement, if any.

- d. Continuing Jurisdiction. All roads over which jurisdiction is transferred to the City pursuant to this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files identifying County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure, or any structures or improvements in the right-of-way including, but not limited to, sidewalks, guardrails, signs, and multi-use trails.
9. **Solid Waste.**
 - a. Annexed properties shall remain a part of the County's solid waste collection service system until such time as the City and the County determine the City's waste hauler routes may reasonably incorporate the annexed properties into such routes, taking into account collection point density, distance between collection points, and road-distance between the closest collection points in the existing City solid waste collection service system, and the County's solid waste collection service system in the annexed area.
 - b. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's designated solid waste disposal facility.
 10. **Stormwater – Transfer of Jurisdiction.** There are no stormwater improvement facilities within the JPA/MSA. For all new development in the JPA/MSA, the City will review and approve all elements of stormwater conveyance systems relating thereto, including, but not limited to, water quality, discharge volume, flow rate, storm attenuation, and flood control.
 11. **Termination of Agreement.** The City or the County may terminate this Agreement at any time upon written notice of termination to the other Party delivered no later than May 1st for any termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands annexed prior to termination of any agreement, and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate written agreement approved by both Parties.
 12. **Dispute Resolution.** The City and the County agree to resolve any dispute related to the interpretation or performance of this Agreement pursuant to the Florida Governmental Conflict Resolution Act set forth in Chapter 164, Florida Statutes. If the dispute resolution process set forth in Chapter 164, Florida Statutes, 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 seeking redress by initiation of a legal action in court of competent jurisdiction. This dispute

resolution procedure is intended to satisfy the requirements of Section 163.01(5)(p), Section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

13. **Notice.** All notices, consents, approvals, waivers, and elections either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing. In addition, copies of all such notices shall be emailed to addresses provided from time to time for the individuals holding these designated offices.

If to the County: County Manager

CC: Chair, Board of County Commissioners

CC: County Attorney

If to the City: City Manager

CC: Mayor

CC: City Attorney

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

14. **Sole Benefit.** This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.
15. **Authority.** The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The City and the County hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
16. **Enforcement.** This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power

hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

17. **Defense.** If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.
18. **Amendments.** Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and the County.
19. **Supremacy.** The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control; provided, however, all other terms of existing agreements remain in full force and effect.
20. **Entire Understanding.** Except as otherwise specifically set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and the County further acknowledge each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim a Party did not participate in drafting the Agreement or any part thereof.
21. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Columbia County, Florida. Federal Jurisdiction and venue, if applicable, shall only be in the Middle District of Florida, Jacksonville Division. If circumstances arise which cause a conflict between this paragraph and Paragraph 12 ("Dispute Resolution") Paragraph 12 shall control.
22. **Severability.** Any invalid or unenforceable term or provision of this Agreement regardless of situation or jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

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23. **Compliance with Chapter 171, Part II, Florida Statutes.** The Parties agree this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions providing for the transfer of powers over lands within the JPA/MSA by the City and the County; and the authority by the City to exercise powers extraterritorially over said lands, including, but not necessarily limited to, the application and enforcement of the City's code of ordinances and land development regulations.
24. **Amendment of Intergovernmental Coordination Element of Comprehensive Plans.** Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months following the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted comprehensive plans to establish consistency and compliance with this Agreement.
25. **Adoption by County.** The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.
26. **Adoption by City.** The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective Party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each Party approved and adopted this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGES FOLLOW]

DULY EXECUTED BY AND ON BEHALF OF THE CITY OF LAKE CITY, FLORIDA, a municipality, on the date first set forth above.

**BY THE MAYOR OF THE CITY OF
LAKE CITY, FLORIDA**

Noah E. Walker, Mayor

**ATTEST, BY THE CLERK OF THE CITY
COUNCIL OF THE CITY OF LAKE
CITY, FLORIDA:**

Audrey E. Sikes, City Clerk

**APPROVED AS TO FORM AND
LEGALITY:**

Clay Martin, City Attorney

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence on this ____ day of **December, 2025**, by **Noah E. Walker**, as Mayor of the City of Lake City, Florida on behalf of **THE CITY OF LAKE CITY, FLORIDA**, a Florida municipality, who is personally known to me.

Print Name: _____
Notary Public
State of Florida at Large
My Commission Expires:

DULY EXECUTED BY AND ON BEHALF OF COLUMBIA COUNTY, FLORIDA, a subdivision of the **STATE OF FLORIDA**, on the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____

Name: _____

Title: _____

**ATTEST, BY THE CLERK OF COURT
OF COLUMBIA COUNTY, FLORIDA:**

James M. Swisher, Jr., Clerk of Court

**APPROVED AS TO FORM AND
LEGALITY:**

Joel F. Foreman, County Attorney

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

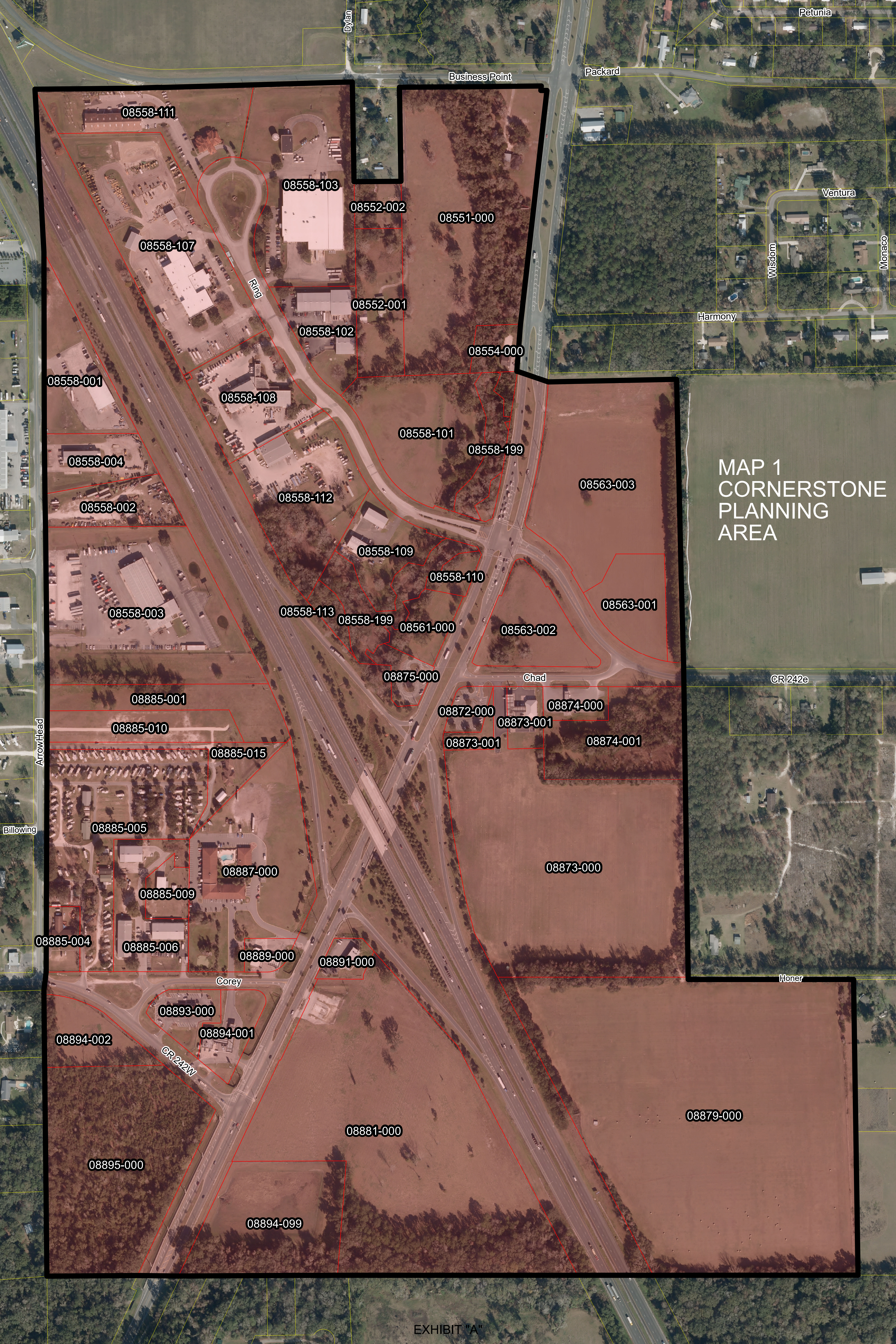
The foregoing instrument was acknowledged before me by means of physical presence on this ____ day of **December, 2025**, by _____, as Chairman of the Board of County Commissioners of Columbia County, Florida on behalf of **COLUMBIA COUNTY, FLORIDA**, a subdivision of the State of Florida, who is personally known to me.

Print Name: _____

Notary Public

State of Florida at Large

My Commission Expires:



MAP 1
CORNERSTONE
PLANNING
AREA

