

## THE ACCORD

(For the Improvement of the Quality of Life of the Citizens)

WHEREAS, cooperation and coordination between the County Government, the School Board, and Cities of Manatee County is desirable and in the best interest of the citizenry ("Intergovernmental Coordination"), and

WHEREAS, a long term growth management strategy in which the Cities, the School Board, and County seek to identify and minimize service deficiencies and duplications, pool resources, coordinate planning, and seek efficiencies in government and education is desirable, and

WHEREAS, the coordination of consistent growth management policies through such identification, cooperation, planning and pooling is in the best interest of the citizens of Manatee and its Cities, and will provide for protection of Manatee County's (inclusive of the Cities') unique quality of life, and

WHEREAS, Intergovernmental Coordination is a key to the future success of our community, and the current visioning process (Imagine Manatee) may assist in such effort, and

WHEREAS, the Cities' ability to address their citizens' needs is, in part, dependent upon creating either an expanded tax base or alternative revenue sources, and

WHEREAS, a recent proposal for Charter Government has created dialogue regarding these matters but has not been embraced by the Cities;

NOW THEREFORE in order to improve the quality of life of the citizens, foster a better community, preserve the character of the Cities while enhancing their financial stability, to better unify growth management efforts, and to protect environmentally sensitive lands, the undersigned Cities, School Board, and County Government agree that:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Good Faith. The parties will in good faith focus on Intergovernmental Coordination as more fully set forth herein with the goal of entering into appropriate inter-local agreements consistent with these efforts within 60 days after approval of this Accord by all parties.
3. "Imagine Manatee". The parties agree to cooperate so that the Imagine Manatee visioning process that is being implemented for the community can truly be a community visioning that will result in the formulation of long term growth management strategies for the benefit of all the citizenry. To that end each party will appoint representatives to a committee to discuss and outline the basis for implementing the vision.

4. Annexation. The parties recognize that cooperation in growth planning requires communication and coordination. To that end, the County and Cities of Palmetto and Bradenton agree that regarding future land annexations other than those lands being annexed for redevelopment:

A. Joint Planning Committee. Within thirty (30) days of the date of this Agreement, the County, the School Board, and Cities of Palmetto and Bradenton will identify and assemble executed copies of all existing inter-local service-delivery agreements regarding sanitary sewer, public safety, solid waste, drainage and storm water, potable water, reuse water, parks and recreation, school facilities, and transportation facilities. The parties shall immediately create a five (5) person Joint Planning Committee ("JPC") consisting of one elected official appointed collectively by the governing bodies of the Town of Longboat Key, the City of Bradenton Beach, the City of Holmes Beach, and the City of Anna Maria and one elected official each appointed respectively by the governing bodies of Manatee County, the City of Bradenton, the City of Palmetto, and the Manatee County School Board.

B. Annexation Considerations. Annexation shall occur in accordance with the following:

(1) Intergovernmental Coordination. With regard lands located outside of the applicable City (that are not excluded as set forth in D below) there shall be an ongoing obligation of Intergovernmental Coordination regarding the matters set forth in paragraph A above. In the event of a proposed annexation, the JPC will meet and review and evaluate the propriety of such annexation in light of future land use, compatibility, service delivery mechanisms etc.

(2) Compatibility. It is understood a purpose of the JPC is to ensure that all factors including service components and compatibility with surrounding neighborhoods are fairly addressed from a technical and professional perspective. In that connection the JPC shall propose policies for development that will serve as a basis for a Joint Planning Agreement. Items that may be appropriate for a Joint Planning Agreement include, without limitation, utility territorial areas, identification of police and fire service and infrastructure areas, environmental land considerations, joint concurrency, restrictive zoning and unique/historic areas, provisions for dispute resolution, identification of potential joint grant opportunities, etc. The recommendations of the JPC shall be public but not binding on any party.

(3) Density Limit. The Cities of Bradenton and Palmetto agree that annexation of land areas shall not result in greater intensity and density than that provided in the currently (today) existing designation of future land use contained in the Manatee County Comprehensive Plan (without the County's approval which approval shall not be unreasonably withheld) and such intensity and density shall be compatible with areas adjoining the area to be annexed. Where County approval is required, the County agrees to respond within 30 days of the request, unless such time is extended by mutual agreement.

(4) Height Consideration. It is understood that no increase in building height over 35 feet shall be permitted in annexed areas without full public hearing in front of the applicable City Council using the height ordinance criteria of Manatee County that currently exists and that the County shall have the obligation to present its perspective on such proposals, if applicable.

\* (5) Impact Fee Equivalency. The purpose of this provision is to remove the financial incentives for annexation where the focus of such is simply to save impact fees as opposed to the positive benefits of annexation as the reason for such. Accordingly, the Cities agree that such annexation shall require a contribution from the owners or developers of such annexed land of an amount at least equivalent to the impact fees in effect for the County at the time the development occurs on such annexed property for a period of at least five (5) years after such annexation takes place. (This limitation shall survive the termination of this Agreement provided, however, such five year limit shall not apply to any annexation that occurs pursuant to these provisions if no sales tax initiative is adopted by May 31, 2003 as set forth in paragraph 6.) "Equivalence" shall take in account (as a deduction) current impact fees or related fees (such as facility investment fees) paid to the Cities with regard to the development. All such monies paid shall remain the monies of the City, but shall be used in a manner similar for the categories of such impact fees to benefit the entire citizenry. However, if an equivalency fee is collected for impacts for which only the County provides the service then such portion of the fee collected shall be provided to the County provided such service or facilities will be reasonably provided in the subject impact fee district for the benefit of the applicable land and its occupants. The developers and owners of the property being so annexed shall have the right to credits against such Equivalency sum for the costs of improvements made by them that are deemed to be for the public benefit (e.g. impact fee creditable). Nothing herein shall be deemed to preclude the County from seeking to impose county-wide impact fees in accordance with state law. [It is understood that the foregoing is a conceptual expression of the parties' intent and may be set forth in an interlocal agreement, but that in order to implement the concept of equivalency in a legal manner, there may be substantial adjustments in the mechanisms necessary to accomplish same.]

C. Service Delivery Mechanism. No annexation shall occur without the appropriate service delivery mechanisms being addressed. In that connection the JPC shall attempt to resolve issues of concern.

D. Excluded Urban Development Zone (Redevelopment Focus). With regard to the Cities of Palmetto and Bradenton, the parties will agree to identify and map a limited urban development zone ("UDZ") that is external to each City but within which any future annexations will be accepted by the County as appropriate for urban development and the City's judgement with regard to density, height and other growth management shall be predominant and sovereign. While the provisions of paragraph 4B shall not be binding upon Palmetto or Bradenton regarding UDZ lands, the JPC will assist in the identification of such areas for designation by the County and Cities. The standard for this limited "urbanization" zone shall relate to:

areas, or

(a) existing developed areas adjacent to the Cities' developed

(b) limited in-fill opportunities that are adjacent to "urbanized" areas for which the external infrastructure needed to serve future improvements largely exists.

E. UDZ Adjustment. The UDZ and Joint Planning Area ("JPA") shall be reviewed by the JPC every two (2) years with the recommendations of the JPC to be presented to the County and affected City Council. Such designation shall be modified as appropriate.

5. Efficiency in Government. Intergovernmental Coordination shall continue to emphasize the savings of tax dollars via efficiency in government. This shall involve collaborative efforts for consolidating or sharing of services where appropriate. In that regard, the parties agree to authorize their staffs to:

(a) work toward an integrated and inter-local traffic management system,

(b) evaluate the existing three 911 systems for increased service and efficiency, and

(c) evaluate opportunities to save where there are duplication of services through enhanced inter-local agreements.

(d) evaluate other potential consolidation of services between the Cities of Palmetto and Bradenton.

6. Sales Tax. The County agrees to support the Cities in seeking a  $\frac{1}{2}\%$  sales tax if needs are presented for which a sales tax initiative is appropriate. The Cities shall retain their portion of the  $\frac{1}{2}\%$  sales tax as a revenue source to address revitalization and other needs of the Cities. It is understood that the Cities' of Palmetto and Bradenton's agreement to the provisions of paragraph 4B are dependent upon the implementation of such tax and its ongoing availability to the Cities. The Cities of Palmetto and Bradenton agree to immediately abide by the provisions of paragraph 4B and continue to do so at least until May 31, 2003, provided the parties are in good faith proceeding with the foregoing initiative.

7. Environmentally Sensitive Lands. The parties recognize that as the community expands through both redevelopment and new development, the opportunities to preserve valuable and environmentally sensitive lands are being lost. The Cities agree to support the County's efforts at obtaining an appropriate funding source to be used to secure such environmentally sensitive lands for the public interest.

8. Dispute Resolution. The parties agree to explore non judicial dispute resolution mechanisms where appropriate. This includes facilitation by local intermediaries, mediation or arbitration. The parties agree to meet at least once a year

to enhance communication, review areas of concern and to maximize Intergovernmental Coordination.

9. Mutual Support. The parties offer, where appropriate, to provide mutual support to each other, upon request, for guidance, coverage and other matters where savings and efficiencies can be maximized to the benefit of all. The parties agree to partner with each other to enhance their financial stability, where appropriate.

IN WITNESS WHEREOF, the undersigned agree to this Accord:

ATTEST: R. B. Shore  
Clerk of Circuit Court

By: Susan P. [Signature]  
Date: 3/26/02



By: \_\_\_\_\_  
Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Its: First Vice-Chairman - 3/26/02

CITY OF BRADENTON, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF PALMETTO, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF BRADENTON BEACH, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF ANNA MARIA, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **GENERAL INTERLOCAL AGREEMENT TO IMPLEMENT ACCORD**

This agreement is made between the School Board of Manatee County (School Board), Cities of Bradenton, Palmetto, Holmes Beach, Anna Maria, Bradenton Beach and the Town of Longboat Key (Municipalities) and Manatee County (County).

**WHEREAS**, the School Board, the Municipalities and the County have signed a document to improve the Quality of Life of the Citizens of the County called "The Accord;" and,

**WHEREAS**, this agreement is made to further implement "The Accord;" and,

**NOW THEREFORE**, in consideration of "The Accord" and the mutual covenants set forth herein, the School Board, the Municipalities and the County agree as follows:

1. **Purpose**

The School Board, Municipalities and County (collectively, the Parties) want to cooperate to maintain and improve the quality of life of their constituents. Toward that end, this agreement is entered to establish common goals, improve coordination, share resources, minimize duplication of effort, enhance communication, and establish non-judicial dispute resolution mechanisms.

2. **Imagine Manatee**

The Parties shall participate together as a united community to establish a 50 year vision plan called "Imagine Manatee." County will fund the visioning process, hire a visioning consultant, and manage the visioning process. The visioning process shall include opportunity for significant public input. The Municipalities shall participate by working with County on creating a unified visioning document. The final draft shall include input from the elected officials of the Municipalities, County and the School Board.

3. **Efficiency in Government**

The Parties shall work to avoid, reduce and minimize duplication of services and infrastructure. The Municipalities, School Board, and County agree to evaluate and consider combining services and facilities that provide for the needs of our community and can save operational costs if combined. Entering this agreement does not require any Party to combine any service or facility. Such services and facilities to be considered include, but not limited to:

- A. 911 Centers
- B. Transportation Management Systems
- C. Transportation Departments

- D. Building Departments and/or Inspections
- E. Re-use Systems
- F. Storm Water
- G. Health Benefits
- H. Environmental Land Management
- I. Sports and Recreational Facilities

The Municipalities and County agree that where possible, and consistent with their respective needs, similar standards shall be used for roads, water, sewer, and re-use and storm water. Each shall review its existing standards and prepare a report as to why such standards should not be uniform. The reports will thereafter be considered by all the Parties to consider making changes needed to conform their standards. The Parties reserve their separate respective authority to have final approval on any delivery of service or use of their respective facilities.

**4. Environmental Lands**

The Municipalities and County agree to work together to identify and support funding for preserving environmentally sensitive lands. County shall assist in obtaining grants, developing management plans and where possible, provide management of such lands. County management of such lands within a Municipality's jurisdiction shall occur only with the consent of the Municipality.

**5. Dispute Resolution**

The parties agree to utilize the following alternative dispute resolution procedures in the event of a dispute between or among them:

- A. Except as provided in paragraph 5B. below, this procedure shall be utilized prior to any party filing suit or initiating an adversarial administrative proceeding against any other party.
- B. Notwithstanding any other provision of this Agreement, any party may file suit or initiate an adversarial administrative proceeding against any other party where necessary in order to preserve the status quo or that party's legal rights or protect its legal interests.
- C. Whenever a dispute arises, the Complaining Party, or parties, shall serve a "Notice of Dispute" notifying all parties against whom they have a complaint, specifying the nature of the complaint and invoking this dispute resolution procedure.
  - i. The first step in the dispute resolution procedure shall be a joint meeting of representatives of the disputing parties. Each party shall appoint its own representative, and may designate appropriate staff or other persons to assist the

- representative. Unless otherwise agreed, the joint meeting of the representatives shall occur within seven (7) days of receipt of the Notice of Dispute. Unless otherwise agreed, the joint meeting shall occur in a meeting place provided or arranged by the Complaining Party.
- ii. The second step in the dispute resolution procedure shall be a joint meeting of the governing bodies of the disputing parties. Either the Complaining Party or any other disputing party may request that an impartial moderator be employed to conduct the joint meeting. The disputing parties shall evenly divide the expense of retaining the moderator, if one is utilized. Unless otherwise agreed, this joint meeting of the governing bodies shall occur within fourteen (14) days of receipt of the Notice of Dispute. Unless otherwise agreed, the joint meeting of the governing bodies shall occur in a public meeting place provided or arranged for by the Complaining Party.
  - iii. The third step in the dispute resolution procedure shall be a proceeding, wherein the Parties call upon an arbitrator or other impartial third person (hereinafter the Referee) to consider their respective positions and develop a non-binding recommendation to resolve the dispute. The parties will present their respective positions to the Referee in writing or in person, separately or together, in accordance with the directions of the Referee. The Referee will thereafter present a Recommended Resolution within a reasonably prompt time. The disputing parties shall evenly divide the expense of utilizing the Referee. If a meeting place is needed per the direction of the Referee, it shall be provided or arranged for by the Complaining Party.
  - iv. The time limits and procedures established above are guidelines that the parties shall observe in good faith, but which may be extended or altered when necessary to facilitate the dispute resolution process. Any step in the foregoing process may be eliminated by agreement of the parties.
  - v. The purpose of this procedure is to encourage a cooperative and amicable resolution to disputes. The parties shall maintain postures of mutual respect and civility and shall seek a "win/win" resolution.
  - vi. The parties are free at any time to undertake any other agreed upon method to resolve their dispute in an amicable and mutually acceptable manner.



- vii. The parties agree that taking any two of the steps provided for in sub-paragraphs 5.C.i, ii, iii, and vi, in an effort to resolve a dispute hereunder shall be sufficient to meet the requirements of Fla. Stat. §164.1041 and thereby render Chapter 164, Fla. Stat. inapplicable to further proceedings in connection with such dispute.

**6. County Support**

Believing that the financial stability of the Municipalities will help create a unified community with a better quality of life, County agrees, within the limits of its own financial well-being, in appropriate circumstances as determined by the County, to consider providing assistance to the Municipalities in maintaining financial stability. County has invested in legal research, purchasing policies, human resource policies and other areas that can be adapted and utilized by Municipalities, saving money and time. Where it can do so consistent with the County's interests and applicable legal and ethical requirements, County will share such resources and assist the Municipalities in adapting such policies for the Municipalities. County will include the Municipalities when so requested in its purchase of commodities and services, thereby saving the Municipalities the cost of bidding similar items.

County also acknowledges that Municipalities may lack the financial resources to properly defend certain land use decisions and that it may from time to time be in County's interest that such decisions be defended. The Municipalities may request that County assist in defending a particular land use decision made consistent with that Municipality's rules. In such case, County agrees where it can do so consistent with the County's interests and applicable legal and ethical requirements, to fund a portion of the costs and attorneys fees entailed in the defense of the land decision or provide similar resources it would use if sued for a development decision. Such resources may include the County Attorney's Office where, in the judgment of the County Attorney, such representation can be provided without violating applicable rules of ethics and without jeopardizing the ability of the County Attorney's Office to otherwise protect the County's legal interests in related or unrelated matters.

**7. Sales Tax**

County agrees to support the Municipalities' request for a ½% Sales Tax if needs are presented for which a Sales Tax could provide the financial resources to support such needs. The Sales Tax shall be distributed as provided by Florida Statutes.

**8. Impact Fee Equivalency**

The Municipalities agree that annexations, other than lands being annexed for redevelopment, shall require a contribution from the owners or developers of such annexed land of an amount at least equivalent to the impact fees in effect for the County at the time the development occurs on such annexed property for a period of at least five (5) years after such annexation takes place. (This limitation shall survive the termination of this Agreement provided, however, such five-year limit shall not apply to any annexation that occurs pursuant to these provisions if no sales tax initiative is adopted in accordance with Paragraph 7 by May 31, 2003.) "Equivalence" shall take in account (as a deduction) current impact fees or related fees (such as facility investment fees) paid to the Municipalities with regard to the development. All such monies paid shall remain the monies of the Municipality, but shall be used in a manner similar for the categories of such impact fees to benefit the entire citizenry. However, if an equivalency fee is collected for impacts for which only the County provides the service, then such portion of the fee collected shall be provided to the County, provided such service or facilities funded thereby will be reasonably provided by the County in the subject impact fee district for the benefit of the applicable land and its occupants. The developers and owners of the property being so annexed shall have the right to credits against such Equivalency sum for the costs of improvements made by them that are deemed to be for the public benefit (e.g. impact fee creditable). Nothing herein shall be deemed to preclude the County from seeking to impose county-wide impact fees in accordance with state law.

**9. Duration of Agreement; Notices**

This Agreement shall become effective for the parties that execute it as of the date they do so and shall remain in effect indefinitely, subject to withdrawal by the Parties. Any party may withdraw from this Agreement by serving 30 days written notice of withdrawal to all other parties. All Notices under this Agreement shall be served by hand delivery or by regular U. S. mail sent to the person designated by law for service of process at the seat of government of the respective party.

**10. Amendments**

This Agreement may be amended only by written mutual consent of the parties.

**11. Remedies**

Except for the express provisions hereof related to Chapter 164, Florida Stat., nothing in this Agreement shall be construed as a waiver of any remedy or right available to any party under statute or by operation of other law.

**12. Severability**

If any portion of this Agreement is held invalid, inoperative, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions of this Agreement. The chairs of the County and School Board, and the Mayors of the Municipalities shall meet within thirty (30) days of any such Court action to determine any modifications which are necessary to be made to this agreement as a result of the decision.

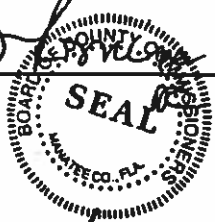
13. **Effective Date**

This General Interlocal Agreement shall take effect upon the last date of execution by the parties hereto, and the agreement's recordation with the Clerk of the Circuit Court.

Approved and entered as of the dates signed below.

ATTEST: R. B. Shore  
Clerk of Circuit Court

By: [Signature]



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY

By: [Signature]

Its: CHAIRMAN

Date: 2/25/03

ATTEST: [Signature]

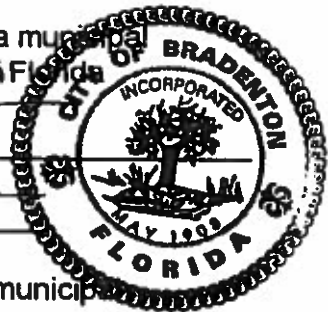
By: [Signature]

CITY OF BRADENTON, a municipal  
corporation of the State of Florida

By: [Signature]

Its: Mayor

Date: 7-8-03



ATTEST: [Signature]

By: [Signature]

CITY OF PALMETTO, a municipal  
corporation of the State of Florida

By: [Signature]

Its: Mayor

Date: May 5, 2003

ATTEST: [Signature]

By: [Signature]

CITY OF BRADENTON BEACH, a  
municipal corporation of the State of Florida

By: [Signature]

Its: Mayor

Date: 7-10-03

ATTEST:

By: Donna H. Spencer

TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida

By: [Signature]  
Its: Mayor  
Date: 7/2/03

ATTEST:

By: [Signature]

CITY OF HOMES BEACH, a municipal corporation of the State of Florida

By: [Signature]  
Its: [Signature]  
Date: 7/7/03

ATTEST:

By: Alice Baird

CITY OF ANNA MARIA a municipal corporation of the State of Florida

By: [Signature]  
Its: Mayor  
Date: 7/07/03

ATTEST:

By: [Signature]

SCHOOL BOARD OF MANATEE COUNTY

By: [Signature]  
Its: Chairman  
Date: 6-2-03

**INTERLOCAL AGREEMENT  
ESTABLISHING JOINT PLANNING COMMITTEE**

**THIS INTERLOCAL AGREEMENT ESTABLISHING JOINT PLANNING COMMITTEE** (Interlocal Agreement) is made by and between THE CITY OF BRADENTON (Bradenton), THE TOWN OF LONGBOAT KEY (Longboat Key), THE CITY OF BRADENTON BEACH (Bradenton Beach), THE CITY OF HOLMES BEACH (Holmes Beach), THE CITY OF ANNA MARIA (Anna Maria), THE CITY OF PALMETTO (Palmetto), MANATEE COUNTY (Manatee County) and THE SCHOOL BOARD OF MANATEE COUNTY (School Board).

WHEREAS, Bradenton, Longboat Key, Bradenton Beach, Holmes Beach, Anna Maria, Palmetto, Manatee County and School Board have signed a document to improve the Quality of Life of the Citizens of the County called "The Accord," which is attached hereto as Exhibit A; and

WHEREAS, the Town of Longboat Key, City of Bradenton Beach, City of Holmes Beach and City of Anna Maria shall be referred to as the "Island Municipalities" herein; and

WHEREAS, The Accord requires the parties thereto to establish a Joint Planning Committee consisting of representatives of the parties to carry out certain provisions of The Accord; and

WHEREAS, The Accord provides for entering into an appropriate interlocal agreement to establish the Joint Planning Committee.

NOW THEREFORE, in consideration of the covenants set forth in this Interlocal Agreement, Bradenton, Longboat Key, Bradenton Beach, Holmes Beach, Anna Maria, Palmetto, Manatee County and School Board agree as follows:

1. Purpose - The purpose of this Interlocal Agreement pursuant to the terms of The Accord, is to formally establish the Joint Planning Committee, to outline the responsibilities of the Joint Planning Committee and to establish operating rules and procedures for meetings of the Joint Planning Committee.
2. Joint Planning Committee Membership - There is hereby established a Joint Planning Committee (JPC). Its membership shall consist of a representative from Bradenton, Palmetto, Manatee County, the Island Municipalities and the School Board. Each representative shall be an Elected Official appointed by the respective government board. A representative shall be an elected official from one of the four Island Municipalities selected by the method determined by the Island Municipalities. Each representative shall serve at the pleasure of that representative's government board or of the Island Municipalities, as applicable and may be replaced when and as such government board chooses. Each government board shall also designate an alternate representative who shall serve on the JPC at any meeting at which the representative is not in attendance. The alternate representative shall not be entitled to participate as a member if the representative is in attendance.

3. **Joint Planning Committee Responsibilities** - The responsibilities of the JPC shall be to:
- A. Review and evaluate the propriety of the proposed annexation of land into a Municipality in light of future land use, compatibility and service delivery mechanisms regarding sanitary sewer, public safety, solid waste, drainage and stormwater, potable water, reuse water, parks and recreation, school facilities, and transportation facilities. The JPC shall attempt to resolve issues of concern regarding the appropriate service delivery mechanisms. *(Section 4.C. of The Accord)* Lands contained within an "Urban Development Zone" (UDZ) as defined in, and established in conformance with, the Accord shall be exempt from review by the JPC. *(Section 4. D of The Accord)*
  - B. Propose policies for development that will serve as a basis for a Joint Planning Agreement regarding utility territorial areas, identification of police and fire service and infrastructure areas, environmental land considerations, joint concurrency, restrictive zoning and unique/historic areas, provisions for dispute resolution and identification of potential joint grant opportunities. *(Section 4.B.(2) of The Accord)*
  - C. Assist in the identification of areas for designation by the County and the applicable Municipality as an UDZ. The standard to be applied by the JPC shall relate to I) existing developed areas adjacent to the Municipalities' developed areas, or II) limited infill opportunities that are adjacent to urbanized areas for which the external infrastructure needed to serve future improvements largely exists. *(Section 4.D. of The Accord)*
  - D. Review the UDZ and Joint Planning Area (as defined in the Accord), also referred to as Joint Planning Overlay, every two years with recommendations to be presented to the County and affected City Council for modification as appropriate. *(Section 4.E. of The Accord)*
  - E. Density Limit. Review the annexed lands outside the UDZ prior to development approval to assure consistency with The Accord regarding density and intensity. The Cities of Bradenton and Palmetto have agreed that annexation of land areas shall not result in greater intensity and density than that allowed by the designation of future land use contained in the Manatee County Comprehensive Plan in effect on February 28, 2002 (without the County's approval which approval shall not be unreasonably withheld) and such intensity and density shall be compatible with areas adjoining the area to be annexed. Where County approval is required, the County agrees to respond within 30 days of the request, unless such time is extended by mutual agreement. *(Section 4.B.(3) of The Accord)*

F. **Height Consideration.** Review the annexed lands outside the UDZ prior to development approval to assure consistency with The Accord regarding height. It is understood that no increase in building height over 35 feet shall be permitted in annexed areas without full public hearing in front of the applicable City Council using the height ordinance criteria of Manatee County that existed as of February 28, 2002, and that the County shall have the obligation to present its perspective on such proposals, if applicable. *(Section 4.B.4 of The Accord)*

4. **Joint Planning Overlay (JPO)**

A. Within 90 days after the execution of this Interlocal Agreement, the JPC shall develop a proposed JPO and UDZ for both Bradenton and Palmetto.

B. The proposed JPO shall be based on the following criteria:

I. It shall be comprised of an area external to the current municipal boundary of the Municipalities, which is ripe for annexation, but does not meet the urban infill goals of the UDZ.

II. It shall be an area capable of future annexation.

C. The JPO shall be recommended by the JPC and jointly approved by the affected Municipality and the Manatee County. (See 4.E of The Accord)

5. **Joint Planning Committee Procedures** - To facilitate the orderly operation of the JPC, the following rules and procedures for calling and conducting all meetings shall be followed. All meetings of the JPC, and the actions of the members, shall be in conformance with the provisions of the Florida Sunshine Law and shall at all times be open to the public.

**Meetings:** The JPC shall meet at the request of any party to this Interlocal Agreement for a purpose set forth herein. In cases where a meeting is to be called for the purpose of reviewing an annexation, the appropriate Municipality shall request a meeting prior to the first public hearing for a proposed annexation that is required to be reviewed by the Accord. The requesting party shall call the meeting by sending a written request for the meeting to each of the representatives. The annexing authority (Bradenton or Palmetto) shall send the County the application for annexation filed by the property owner within 10 days of an application being deemed complete by the annexing authority.

**Notice:** The notice shall set forth the purpose of the meeting and the place and time of the meeting for the JPC. The notice shall be given a reasonable time in advance of the meeting of the JPC considering the purpose of the meeting. Such notice shall generally be given at least thirty (30) days prior to a meeting of the JPC for a purpose other than for review of a proposed annexation and at least ten (10) days prior to the

meeting to review a proposed annexation. The Municipality requesting a meeting of the JPC for a proposed annexation shall attempt to hold the JPC's meeting at least fourteen (14) days prior to the final public hearing for such annexation.

Administration of Meeting: The government body requesting the meeting shall be responsible for the administrative requirements of the meeting, including the following: 1) scheduling the meeting room; 2) notifying all representatives; 3) notifying the press; 4) posting the public notice; and 5) keeping and publishing the minutes of the meeting. The JPC shall not have a standing staff for its operation. The government body calling the meeting shall supply the staff to carry out the requirements of this subsection.

Chairman/Vice Chairman: At the first meeting of the JPC after approval of this Interlocal Agreement by all the parties hereto, the members shall select, by majority vote of the members, a chairman to preside over each meeting and a vice chairman to serve in the event the chairman is not in attendance. The chairman and vice chairman shall serve until replaced by the members. The members may replace the chairman or vice chairman at any meeting. Elections of the Chairman and Vice-Chairman shall occur at the first meeting called after January 1 of each year.

Rules of Procedure: The meetings shall be operated in conformance with Roberts Rules of Order.

6. Duration of Interlocal Agreement: Notices

This Interlocal Agreement shall become effective upon execution by all the parties hereto and shall remain in effect indefinitely, subject to withdrawal by the parties. Any party may withdraw from this Interlocal Agreement by serving 30 days written notice of withdrawal to all other parties. All Notices under this Interlocal Agreement shall be served by hand delivery or by regular U.S. Mail sent to the person designated by law for service of process at the seat of government of the respective party.

7. Amendments

This Interlocal Agreement may be amended only by written mutual consent of the parties.

8. Remedies

Nothing in this Interlocal Agreement shall be construed as a waiver of any remedy or right available to any party under statute or by operation of other law.

9. Severability



If any portion of this Agreement is held invalid, inoperative, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions of this Agreement. The JPC shall meet within thirty (30) days of any such court action to determine any modifications necessary to be made to this agreement as a result of the decision.

10. Effective Date

This Interlocal Agreement shall take effect upon the last date of execution by the parties hereto, and the Interlocal Agreement's recordation with the Clerk of the Circuit Court.

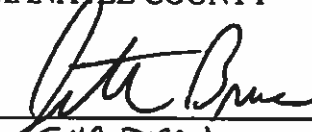
IN WITNESS WHEREOF, Bradenton, Longboat Key, Bradenton Beach, Holmes Beach, Anna Maria, Palmetto, Manatee County and School Board have executed this Interlocal Agreement on the dates given below.

ATTEST:

R.B. SHORE, CLERK OF CIRCUIT COURT



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY

By:  

By:   
Its: CHAIRMAN  
Date: 2/25/03

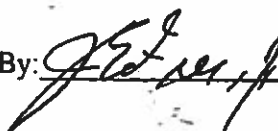

ATTEST:

CITY OF BRADENTON, a municipal  
corporation of the State of Florida

By:    
Date: 7-8-03

ATTEST:

CITY OF PALMETTO, a municipal  
corporation of the State of Florida

By:   
By:   
Its: Mayor  
Date: May 5, 2003

ATTEST:

By: Donna H. Spencer

TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida

By: John A. Medgrace  
Its: Mayor  
Date: 7/2/03

ATTEST:

By: [Signature]

CITY OF BRADENTON BEACH, a municipal corporation of the State of Florida

By: John A. Chappie  
Its: Mayor  
Date: 7-10-03

ATTEST:

By: Angela L. S.

CITY OF HOLMES BEACH, a municipal corporation of the State of Florida

By: [Signature]  
Its: [Signature]  
Date: 7/7/03

ATTEST:

By: Alvin Baird

CITY OF ANNA MARIA, a municipal corporation of the State of Florida

By: [Signature]  
Its: Mayor  
Date: 7/07/03

ATTEST:

SCHOOL BOARD OF MANATEE  
COUNTY

By: Walter Nelson

By: Barbara A. Howey

Its: Chairman

Date: 6-16-03

F:\USER\Jedavis\WPDOCS\UNSAgreements\JPC - Interlocal Agreement clean 2-5.wpd/June 25, 2003

# MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

<b>SUBJECT</b>	Interlocal Agreement Establishing Joint Planning and General Interlocal Agreement to Implement Accord	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	February 25, 2003	<b>DATE SUBMITTED/REVISED</b>	February 10, 2003
<b>BRIEFINGS?/WHO?</b>		<b>CONSEQUENCES IF DEFERRED</b>	
<b>DEPARTMENT/DIVISION</b>	County Attorney's Office	<b>AUTHORIZED BY TITLE</b>	Tedd N. Williams, Jr., County Attorney
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Jeffrey N. Steinsnyder, Deputy Chief Assistant County Attorney for Land Use and Environmental Law x3750	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Jeffrey N. Steinsnyder, Deputy Chief Assistant County Attorney for Land Use and Environmental Law x3750

*and 2-10-03*

**ADMINISTRATIVE APPROVAL** *Jim 2/10/03*

**ACTION DESIRED**  
INDICATE WHETHER <sup>1</sup>REPORT or <sup>2</sup>DISCUSSION, <sup>3</sup>FORM OF MOTION, or <sup>4</sup>OTHER ACTION REQUIRED:

Authorize the Chairman to sign the General Interlocal Agreement to implement Accord and the Interlocal Agreement establishing Joint Planning Committee.

**ENABLING/REGULATING AUTHORITY**  
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

§163.01, Florida Statutes

**APPROVED IN OPEN SESSION**  
FEB 25 2003  
BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

**BACKGROUND/DISCUSSION**

As part of the implementation strategy of the Accord, this office was asked to draft an Interlocal Agreement for Joint Planning and provide copies to the city attorneys for the City of Bradenton and Palmetto, subsequently a draft was generated on behalf of the Cities. The disagreement in language only surrounded the Interlocal Agreement establishing the Joint Planning Committee (JPC).

On December 17, 2002, the Board asked that the matter be taken to the JPC for their input regarding the draft of the proposed Interlocal Agreement.

At the January 9, 2003, meeting of the JPC, the attached Interlocal Agreement Establishing Joint Planning Committee was discussed and agreed upon by representatives of Palmetto, Bradenton and the County. We have received no objections to the General Interlocal Agreement to Implement the Accord.

It is recommended by the County Attorney that the agreements be entered into.

IS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) <span style="float: right;">N/A</span>	
1) IF "NO" TO ABOVE, A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:  CAO Item.  B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT:	
2) IF "YES" TO FIRST QUESTION IN THIS SECTION,  A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?  B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER <b>MUST BE ATTACHED</b> (If comments were verbal, so indicate.)	
<b>ATTACHMENTS: (List in order as attached)</b>  General Interlocal Agreement to Implement Accord and Interlocal Agreement Establishing Joint Planning Committee (8 originals)	<b>INSTRUCTIONS TO BOARD RECORDS:</b>  Please return all signed documents to Jeffrey N. Steinsnyder, Deputy Chief Assistant County Attorney for Land Use and Environmental Law, to be forwarded to the other parties for execution. A fully executed original of both documents will be returned to Board Records for recording.
<b>COST</b>	<b>SOURCE (ACCT# &amp; NAME)</b>
<b>COMMENTS</b>	<b>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)</b>