

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

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY

By: [Signature]

By: [Signature]

Its: Chairman
Date: 2/25/03

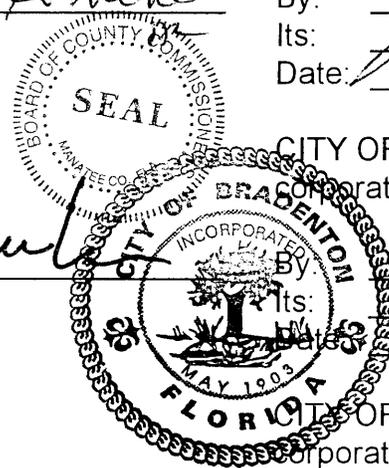
ATTEST:

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

By: [Signature]

[Signature]

Its: Mayor
Date: 7-8-03



ATTEST:

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

By: [Signature]

By: [Signature]

Its: Mayor
Date: May 5, 2005

ATTEST:

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

By: [Signature]

By: [Signature]

Its: Mayor
Date: 7-10-03

ATTEST:

By: Alvin Beard

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

By: Sue Lynn

Its: Mayor

Date: 7/07/03

ATTEST:

By: Angela L. S.

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

By: [Signature]

Its: Mayor

Date: 7/7/03

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: Dan Nolan

SCHOOL BOARD OF MANATEE COUNTY

By: Barbara A. Harvey

Its: Chairman

Date: 6-2-03