

**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

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: [Signature]

By: [Signature]
Its: CHARRMAN
Date: 2/2/03

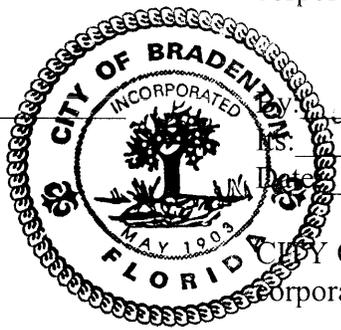


ATTEST:

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

By: [Signature]

[Signature]
MAYOR
7.8.03



ATTEST:

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

By: [Signature]

By: [Signature]
Its: MAYOR
Date: May 5, 2003

ATTEST:

By: Donna H Spencer
Donna H Spencer, Town Clerk

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

By: John Redgrave
Its: John Redgrave, Mayor
Date: 4-8-03

ATTEST:

By: [Signature]

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

By: [Signature]
Its: Mayor
Date: 7-10-03

ATTEST:

By: [Signature]

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

By: [Signature]
Its: Mayor
Date: 7/27/03

ATTEST:

By: [Signature]

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: *Dan Nolan*

By: *Barbara G. Hawley*
Its: *Chairman*
Date: *6-10-03*

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