

Meeting Date
<b>December 9, 2014</b>



AGENDA	
Section	Public Hearing
Item No.	<b>III, A.</b>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	<b>BOARD APPROVAL RE: CITY OF ROCKLEDGE JOINT PLANNING AGREEMENT (JPA) DISTRICTS 2 &amp; 4</b>
<b>DEPT/OFFICE:</b>	<b>PLANNING &amp; DEVELOPMENT DEPARTMENT</b>

**Requested Action:**

It is requested that the Board enter into a five year Joint Planning Agreement (JPA) with the City of Rockledge.

**Summary Explanation & Background:**

The Florida Statutes 163.3177(6)(h)(1)(a) mandates that all counties include in the Intergovernmental Coordination Element of their Comprehensive Plan goals and objectives to pursue Joint Planning Agreements (JPA) with local municipalities. In the Brevard County Comprehensive Plan, this is reflected in the Intergovernmental Coordination Element Policy 1.10., which states "*Brevard County shall continue to coordinate with municipalities to establish interlocal agreements and joint planning areas for use in coordinating public service delivery and facility maintenance subsequent to municipal annexation procedures.*"

The JPA formalizes the spirit of cooperation between the County and the City including infrastructure planning, providing opportunities to comment upon development applications that may affect either jurisdiction, and standards for municipal annexations. The JPA would be effective for 5 years following execution with the ability to renew for an additional 5 years.

Brevard County entered into its first JPA with the City of Rockledge in September 2000. The most recent JPA lapses on January 7, 2015. As the JPA is beneficial to both the City and County, both parties seek to continue the relationship. (Copy attached). The City Council of Rockledge is scheduled to approve the proposed JPA at its November 19, 2014 City Council meeting. The Local Planning Agency will review the proposed JPA at their November 24, 2014 meeting. Staff will apprise the Commission of the LPA's recommendation.

**Staff Contact:** Stuart Buchanan, Planner III/Grants Administrator, Planning & Development Dept.  
 Tel: 633-2069 e-mail: [stuart.buchanan@brevardcounty.us](mailto:stuart.buchanan@brevardcounty.us)

**Clerk to the Board instruction:** Please return two executed originals to Stuart Buchanan, Planning & Development Department

**Exhibits Attached:** 2014 Brevard County – City of Rockledge Joint Planning Agreement

**Contract /Agreement (If attached):** Reviewed by County Attorney    Yes     No     PR

County Manager

Stockton Whitten

Assistant County Manager

Mel Scott, AICP

Department Director / Extension

Robin M. Sobrino, AICP  
 Planning & Development Department  
 Ext. 5-2069



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

December 10, 2014

MEMORANDUM

TO: Robin Sobrino, Planning and Development Director Attn: Tad Calkins

RE: Item III.A., City of Rockledge Joint Planning Agreement (JPA)

The Board of County Commissioners, in regular session on December 9, 2014, withdrew consideration of the City of Rockledge Joint Planning Agreement, from the Agenda.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/ds

**CITY OF ROCKLEDGE - BREVARD COUNTY  
JOINT PLANNING INTERLOCAL AGREEMENT**

This Joint Planning Interlocal Agreement is made and entered this        day of December 2014 by and between the City of Rockledge, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter “City”) and Brevard County, Florida, a charter county and political subdivision of the State of Florida (hereinafter “County”).

**PREAMBLE**

WHEREAS, the County and the City recognize that proper intergovernmental coordination is essential for sound growth management; and

WHEREAS, the County and City seek to have compatible land uses adjacent to their common boundary; and

WHEREAS, section 163.01(4), Florida Statutes, Florida Interlocal Cooperation Act of 1969, allows the County and the City to jointly exercise any power, privilege or authority which they share in common, in this case land development regulation, and which each might exercise separately; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”), and Chapters 9J-5 and 9J-12, Florida Administrative Code, the City and the County adopted Comprehensive Plans on September 8, 1988 (County) and October 5, 1988 (City) and have subsequently amended them from time to time (hereinafter referred to as the “Comprehensive Plan[s]”); and

WHEREAS, section 163.3177(6)(h), Florida Statutes, requires an intergovernmental element showing relationships, stated principles and guidelines to be used in the coordination of the particular effects of adopted local plans upon the development of adjacent municipalities and the county, and

WHEREAS, section 163.3177(6)(h)1. a. requires that the intergovernmental element provide coordination of procedures to identify and implement joint planning areas, especially for the purpose of annexation and identification of infrastructure service areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a separation of urban and rural land uses; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exist and to plan for and finance new facilities in a timely, orderly and efficient manner; and

WHEREAS, the City and the County are desirous of engaging in joint efforts to comprehensively plan certain areas within the City limits of the City of Rockledge and as well as certain areas located within the boundaries of the County of Brevard, which areas are collectively and individually referred to herein as the “Joint Planning Area” or the “JPA”; and

WHEREAS, the City and the County wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, annexation of properties can affect the responsibility for maintenance of public facilities such as roadways and drainage facilities; and

WHEREAS, there is no intent for this Agreement to restrict the County’s authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the City’s authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the City; and

WHEREAS, a Joint Planning Interlocal Agreement will provide a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the City and County wish to identify a joint planning area and have determined that such an agreement will foster intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the City and the County with ample opportunities to renegotiate the Agreement in response to changed circumstances, including the ability to seek refinement or expansion of the Joint Planning Area Boundary; and

WHEREAS, a public hearing with due public notice has been held by the City and the County prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes;

WHEREAS, it is the intent of the City and the County that this Agreement shall be immediately applicable to any issuance of a Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA and submitted to the County or City after execution of this agreement; and

WHEREAS, the County and City desire to enter into this Joint Planning Interlocal Agreement to address post-annexation issues related to road right-of-way and drainage facility maintenance responsibility as well as development order requests within a joint planning area.

WHEREAS, it is desirable for the City and the County to enter into such an agreement to better identify areas proposed for future municipal service and jurisdiction and to ensure better coordination of government services and reduce or eliminate substantial future non-conformities; and

WHEREAS, the establishment of this agreement will provide for a more well defined boundary between the City and the County including the elimination of enclaves and reduction of confusion to residents and service providers;

WHEREAS, the agreement will facilitate the flow of information regarding land development issues between the City and the County;

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 with each other to create and participate in the following Joint Planning Area agreement (hereinafter referred to as the "Agreement") as follows:

#### **ARTICLE I - INCORPORATION OF PREAMBLE**

1. Incorporation of Preamble. The Preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Section 163.01, 163.3177(6)(h)(1)(a) as well as Chapter 171, Florida Statutes.

#### **ARTICLE II - DEFINITIONS**

1. 'Act' means and refers to the "Local Government Comprehensive Planning and Land Development Regulation Act" set forth in Chapter 163.3161 et. seq., Florida Statutes, as the same may be amended or superseded from time to time.

2. 'Agreement' means and refers to this Joint Planning Interlocal Agreement, as the same may be amended or supplemented as provided for herein.

3. 'City' means the City of Rockledge, a Florida municipal corporation.

4. 'City Comprehensive Plan' means the comprehensive plan adopted pursuant to the Act, by the City Ordinance No. 890-88, and as may have been otherwise amended or may, in the future, be amended from time to time.

5. 'Collector Road' is as defined in either the City or the County Land Development Regulations or Comprehensive Plans and may include arterial roads.

6. 'City of Rockledge Urban Service Area. (See Exhibit "B")' Means and refers to that area that is a portion of the JPRA where the City proposes to provide urban services including water, sewer, streets, and drainage maintenance, police and fire services, solid waste collection and other related municipal services.

7. 'County Comprehensive Plan' means and refers in the case of the County to the County's Comprehensive Plan, adopted pursuant to County Ordinance 88-27, and as may have been otherwise amended or may, in the future, be amended from time to time.

8. 'County Commission' means the elected legislative governing board of Brevard County referred to as the "Board of County Commissioners of Brevard County".

9. 'Council' means the elected legislative governing board of the City of Rockledge and referred to as the "Rockledge City Council".

10. 'County' means Brevard County, Florida, a political subdivision of the State of Florida.

11. 'County Maintained Roads' - (See Exhibit 'C') Refers to those roadways defined as local, collector or arterial, or segments thereof, along with the associated drainage facilities, which may or may not have been transferred to the County for maintenance responsibility by the State of Florida as outlined in Chapter 335.0415 Florida Statutes. The County agrees to continue to maintain these facilities until transferred to the City of Rockledge in accordance with the terms of this Interlocal Agreement, or as said Agreement is modified pursuant to Article IV below.

12. Development. Shall be defined as set forth in Sections 163.3164(14) and 380.04, Florida Statutes (2013), as amended or superseded from time to time.

13. "Development Order" means any determination or decision requiring either legislative, quasi-judicial, or administrative review and approval by either government body related to annexations or pre-annexation agreements, comprehensive plan amendments, site plans (excluding those resulting in less than fifty percent (50%) expansion of a building), development of regional impact ("DRI"), planned unit developments ("PUD"), subdivision and plat approvals, rezonings, conditional uses, special permits, binding development plans ("BDP"), making possible development of or construction upon any Parcel of Land, within the scope of the respective Governing Body's Comprehensive Plan.

14. Enclave. Means any unincorporated land which is enclosed within and bounded on all sides by: 1) the City of Rockledge; 2) the City and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the City.

15. 'Future Land Use Element'. means and refers to that section of either the City's or County's Comprehensive Plan, which includes all of the requirements of

Section 163.3177(6)(a), Florida Statutes, as the same may be amended or renumbered from time to time.

16. 'Future Sewer Service Area' (see Exhibit 'B') means and refers to the area(s) within the JPA identified for future County sewer service line extension or City sewer service line extension. The goal of this sewer service section of the Agreement shall be to efficiently provide sewer services and to avoid duplication of facilities. Those areas reserved for *City and County Joint Sewer Service* planning are also shown on Exhibit 'B' (see also Article III, 7 of this Agreement).

17. 'Governing Body' means in the case of the County, the Board of County Commissioners, and in the case of the City, the Rockledge City Council.

18. 'Improved' means a parcel of land having any building, or structure and associated paved area.

19. 'Infrastructure' means facilities and services needed to sustain industrial, residential, commercial and all other land use activities, including water lines, sewer lines, stormwater, streets, roads, drainage and other related public facilities.

20. 'JPA' means the Joint Planning Area.

22. 'JPA Map' means and refers to the map attached and incorporated herein by reference as Exhibit "A", which designates parcels of land encompassed by this Agreement.

23. 'Joint Planning and Review Area' "JPRA" means and refers to those areas inside and outside the limits of the City of Rockledge as depicted in Exhibit 'A' and described within Article III of this Agreement.

24. 'Land Development Regulation' means ordinances enacted by the City or the County for the regulation of any aspect of development.

25. 'Local Planning Agency' means the recommending agency appointed by the Board or City Council to review Comprehensive Plan and new Land Development Regulations and amendments thereto, and designated as the "local planning agency: pursuant to Section 163.3174 Florida Statutes. The City LPA is currently the City Planning Commission. The County LPA is currently the County Planning and Zoning Board.

26. Local Street. Means those streets which function primarily to provide access and service to abutting properties. This includes access and service to residential, business, industrial and public uses.

27. 'Parcel of Land' means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the City, by the County, or by its owner or developer as land to be used, or developed as, a unit or which has been used or developed as a unit.

28. 'Pre-Annexation Agreement' means any official recorded document between the City of Rockledge and an entity petitioning the City of Rockledge for, or agreeing to annexation in accordance with Chapter 171 F.S. The document contains language binding the City and the petitioner to develop any property subject to the Pre-Annexation Agreement in accordance with the land development regulations of the City as well as other conditions stipulated in the body of the agreement. Said document may, upon the request of the City of Rockledge, be made into a binding development agreement as set forth in the Florida State Statutes.

29. 'Public Facility' means any proposed sewer, water, right-of-way or roadway improvements plans, parks, open space improvements, public building, public utilities, public drainage and retention conveyance structures owned and operated by a local government serving properties within the JPA area.

### **ARTICLE III - PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS**

1. Joint Planning and Review Area Created. This area shall be such land as identified in Exhibit "A". It is contemplated that from time to time portions of the unincorporated JPRA shall be annexed into the City of Rockledge. As real property within the area depicted as unincorporated is annexed into the city, it shall be unnecessary to amend this Agreement or Exhibit "A". Notwithstanding what Exhibit "A" or any other map attached to this Agreement shall depict, upon annexation by the City, the annexed Parcel of Land shall be regarded as a portion of the JPRA within the City's jurisdiction. No amendment of this Agreement shall be necessary for the City to annex a

Parcel of Land. All annexations, including enclaves, will comply with F.S. Chapter 171. Either the city or the county may suggest changes to the comprehensive polices to be applied within the joint planning area or adjustments to densities or intensities in zoning or comprehensive plan designations. Those proposals may be based on limitations or changed conditions related to growth, new development, transportation, water, sewer, infrastructure or geography. Such proposals shall be reviewed by the city and county staff and presented to the governing body with the jurisdiction to adopt land use, zoning and comprehensive plan amendments in the joint planning area. The governing body with jurisdiction shall consider the suggested change or changes and afford representatives of the governing body lacking jurisdiction opportunity to make a presentation on the suggested changes during a public meeting. After the governing body with the jurisdiction concludes its consideration of the proposed changes then the governing body shall either 1] instruct their staff to process the changes as formal amendments as presented or with modifications or 2] reject the proposed changes.

2. Comprehensive Plan Consistency Requirement. Within in the JPA, all Development Orders granted by the City or the County shall be consistent with this Agreement if the land uses, densities, and intensities permitted by such Order are found to be compatible with and further the goals, described in the City's and County's respective Comprehensive Plans.

3. City/County Review of Development Order Applications within the JPRA. In addition to the evaluation and comments normally prepared by the agency initially accepting a Development Order or annexation application, any comments on Development Order application copies which are generated and returned by the agency of secondary jurisdiction shall be considered by the elected governing body of the agency of primary jurisdiction in its review of said Development Orders including examination of the relationship between the application, the City and County's Comprehensive Plans, and this Agreement.

4. Forwarding of Development Order Applications from County to City and City to County. The City and the County, within five (5) calendar days of receipt of any applications or preliminary plans associated with a Development Order (as defined herein) including annexations, public facility and utility improvement plans within the JPA, shall provide a copy of such application and plans to the Planning and Zoning Office of the other jurisdiction. The City or County may request a meeting to discuss such applications and plans related to the impact of such development on the neighboring jurisdiction subject to this Agreement.

The County/City staff shall provide to the City/County comments on annexations and Development Order courtesy copies generated within the JPA, within fifteen (15) calendar days of receipt of a courtesy copy of said plans or applications. No final decision on such Development Orders by the agency of primary jurisdiction shall be considered until receiving comments from the neighboring governmental jurisdiction, provided said comments are forwarded consistent with this Agreement.

If a written letter of objection is submitted to the party of primary jurisdiction within fifteen (15) calendar days after receipt of a particular Development Order plan or application courtesy copy, then the processing of said plan or application by the agency of primary jurisdiction shall be delayed for a period not to exceed fifteen (15) calendar days to permit time to resolve the concerns noted. The noted time frames may be extended by consent of both parties in order for the City staff and the County staff to meet and review the objecting party's comments. The noted time frames may also be extended by consent of both parties in order for the elected body of secondary jurisdiction to consider such Development Order or application courtesy copies during its next available public hearing.

Such comments may include, but may not be limited to: the existing or proposed Future Land Use or zoning designation(s) on the subject property; residential density; development standards related to signage, landscaping, land clearing, provisions for and connections to open spaces; parking; traffic volumes or traffic distribution patterns potentially generated by the proposal; drainage conveyance from the proposed development; whether the development can or will be served by public sewer or private septic systems; whether the development can or will be served by private well or public

water services; post-annexation maintenance of adjacent drainage and right-of-way. If the city and county staffs cannot resolve objections deemed to be major objections, the governing body of either city or county may request a joint meeting with the other governing body to attempt to resolve the objections. Both the County Commission and the City of Rockledge Council agree to convene and attend such a meeting within ninety (90) days after the formal request for such a meeting has been made.

5. Development Orders within the City's portion of the JPRA. The governing body of the City shall consider the comments of the County in their evaluation of Development Orders (as defined in Article II of this Agreement) occurring within the City's portion of the Joint Planning and Review Area shown on Exhibit 'A'. Such comments may include, but may not be limited to, service inefficiencies created by enclaves. When receiving any Development Order plans/applications for properties affected by F.S. 171.062(2) the County and City shall conduct a joint review and subsequent permitting will be in accordance with F.S. 171.062, as applicable. No provisions of this Agreement shall supersede any development order review procedures or time frames already established by law or ordinance.

6. Development Orders within the County's portion of the JPRA. The governing body of the County shall consider the comments of the City in their evaluation of Development Orders occurring within the County's portion of the Joint Planning and Review Area shown on Exhibit 'A'. No provisions of this Agreement shall supersede any development order review procedures or time frames already established by law or ordinance.

7. Future Sewer Service Area. The City of Rockledge shall not expand the City's sewer service beyond those areas identified as the City's future sewer service limits as shown on Exhibit 'B'. In those areas identified on Exhibit 'B' as City and County *joint sewer service planning areas*, the County and City shall coordinate the expansion of either the City or County sewer systems into those areas in order to effectively provide sewer services while avoiding duplication of services.

8. Terms of Annexation Related Transfer. All future municipal annexations shall occur consistent with the following terms:

Upon annexation of at least fifty one percent (51%) of the existing front footage of property abutting any subject road right-of-way between the two nearest collector street (or streets with a larger classification) intersecting right-of-ways (i.e. cross streets), except those roads specifically exempted from this Agreement as identified in Exhibit 'C', the City shall assume maintenance responsibility for the entire road right-of-way and associated drainage facilities, not terminating at any right-of-way centerline, but between and extending to and including the above mentioned collector cross street intersections, or as maybe mutually designated. The County shall provide the City with the survey and legal description of all said lands to be transferred and prepare the warranty deed for recording purposes.

9. Right-Of-Way Maintenance Responsibility Transfers from County to City. Future maintenance responsibility transfers from the County to the City related to road right-of-ways and their associated drainage facilities shall require an agreement between the City and the County. Until this Agreement is modified pursuant to Article IV below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways or segments thereof, and associated drainage facilities within the JPA as depicted or listed within Exhibit 'C'.

#### **ARTICLE IV - GENERAL PROVISIONS**

1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto; 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 hereto and their respective and express representatives, successors and assigns.

2. Re-negotiation. The County or City may call for re-negotiation of this Agreement by written notice to the other party at any time. Upon such written notice, for a period of 90 days thereafter, the City and the County shall attempt to renegotiate this Agreement in good faith. During that 90 day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes, as provided for by the East Central Florida Regional Planning Council. If no Agreement is negotiated during the 90 day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect. Should the City or the County seek judicial review of law or in equity of this Agreement, or to enforce this Agreement, the City and the County recognize that venue will be properly located in Brevard County, Florida, for any action regarding this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this agreement.

3. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining Articles, sections, subsection, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, sub-section, sentence, clause, or word did not exist.

4. Effective Date. Prior to this Agreement becoming effective, it shall be approved and executed by both parties hereto, and pursuant to Section 163.01 (11), Florida Statutes, this Agreement shall become effective immediately after filing of this

Agreement with the Clerk of the Circuit Court of Brevard County, Florida. This Agreement shall be recorded in the Public Records of Brevard County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

5. Termination and Amendment.

a. Termination.

1. This Interlocal Agreement shall terminate automatically after five (5) years from the date of final adoption unless it is renewed, for an additional 5 year period, in writing, more than 30 calendar days prior to the expiration date mentioned herein.

2. Either party may terminate the Agreement by delivering written notice to the other party of its intent to terminate this Agreement at least sixty (60) days prior to the intended date of termination, provided that if the governing body of either the city or county elect to request a joint meeting with the other governing body on the issue as to whether the agreement should be terminated or amended in lieu of termination, such sixty (60) day period shall not begin to run until a joint meeting between the governing bodies is convened and concluded. Thereupon, a written notice of termination shall be executed by both parties to this Agreement, filed with the Clerk of Circuit Court, and recorded in the Public Records of Brevard County, Florida.

b. Amendment. This Agreement may be amended at any time provided that at least a numerical majority of the total membership of both City and County governing bodies authorize said amendment.

c. Amendment or Termination of Agreement to be in Writing.

Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the County Commission Chairman and the Chairman of Rockledge City Council after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Brevard County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be

recorded in the Public Records of Brevard County, Florida, and the cost of recordation, if any, shall be shared by both parties.

6. Notice: Proper Form. Any notice required or allowed to be delivered hereunder to either the City or the County by the other shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official designate hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith. Copies need not, but are encouraged to be sent pursuant to the above referenced provisions. Mere delivery of copies shall not be determined to be a compliance with the requirements hereof:

COUNTY:	If by mail or hand delivery: County Manager or Designee Brevard County Government Center 2725 Judge Fran Jamieson Way Viera, FL 32940	CITY:	If by mail or hand delivery; City Manager or Designee City of Rockledge 1600 Huntington Lane Rockledge, Florida 32956-0488
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7. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles or catchlines for Articles, Sections, and Subsections herein are used for each in reading this Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement. This Agreement shall be liberally interpreted to achieve its goals and purposes.

111A  
Withdrawn  
by Staff

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners of Brevard County, Florida and the Mayor of the City of Rockledge, each being authorized by their respective Commission or Council, as the case may be, have set their hands and seals on the date set forth below.

DONE, ORDERED AND ADOPTED, in regular session this \_\_\_\_ day of \_\_\_\_\_ 2014.

Attest:

**FLORIDA** **OF BREVARD COUNTY,**

\_\_\_\_\_  
Scott Ellis, Clerk

\_\_\_\_\_  
Robin Fisher, Chairman  
As approved by the Board on

\_\_\_\_\_, 2014  
(SEAL)

**STATE OF FLORIDA**

**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is personally known to me, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida.

**NOTARY PUBLIC**

\_\_\_\_\_  
State of Florida at Large  
My Commission Expires:

**CITY OF ROCKLEDGE, FLORIDA, a Florida Municipal Corporation**

ATTEST:

\_\_\_\_\_  
Betsi-Beatty Moist, City Clerk

\_\_\_\_\_  
Thomas J. Price, Mayor  
Date Executed:

(SEAL)

**STATE OF FLORIDA  
COUNTY OF BREVARD**

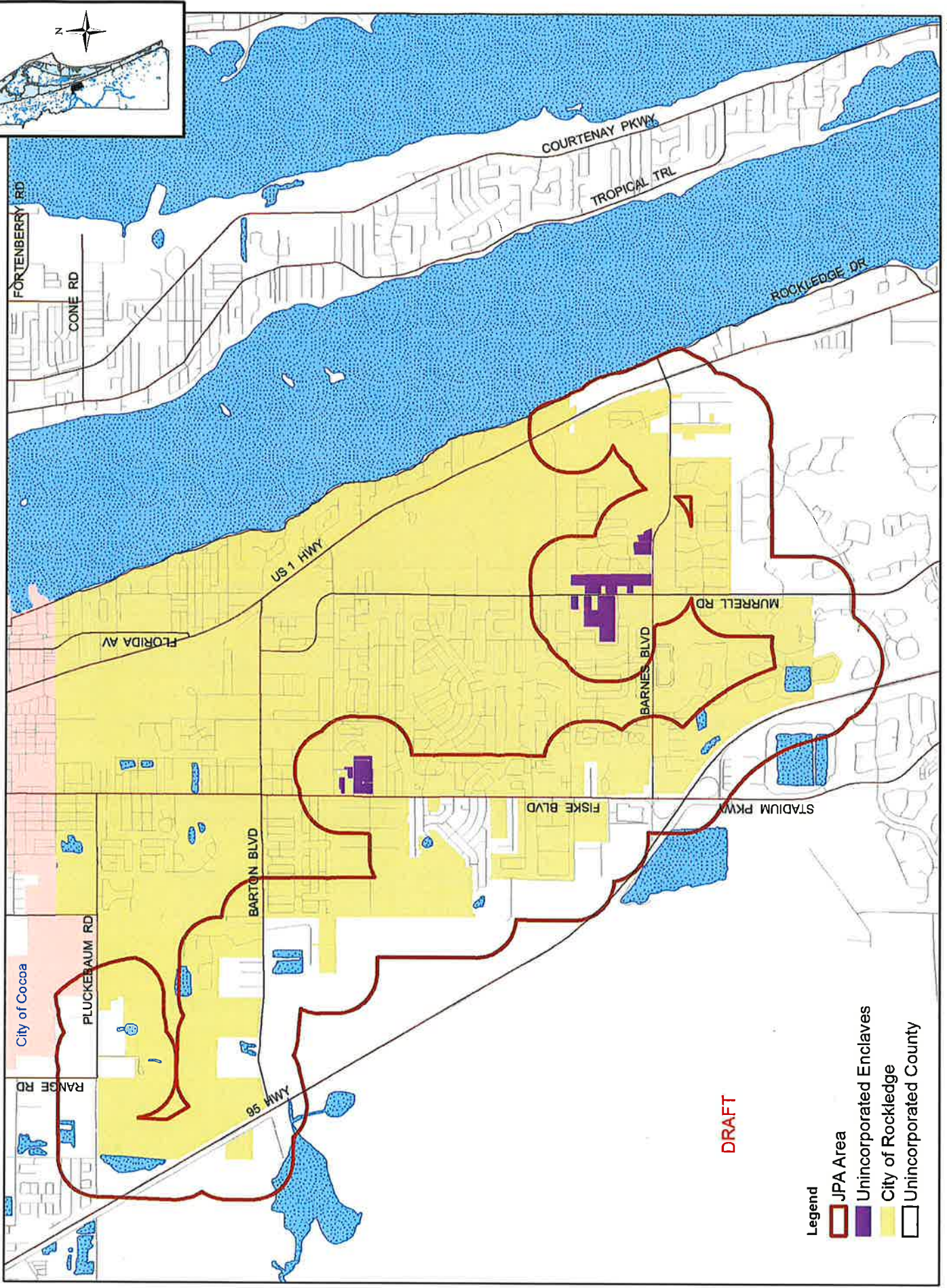
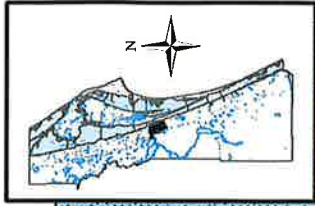
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by, Thomas J. Price, who is personally known to me as Chairman of the Rockledge City Council, for the CITY OF ROCKLEDGE, FLORIDA, a political subdivision of the State of Florida.

NOTARY PUBLIC

\_\_\_\_\_  
State of Florida at Large

My Commission Expires:

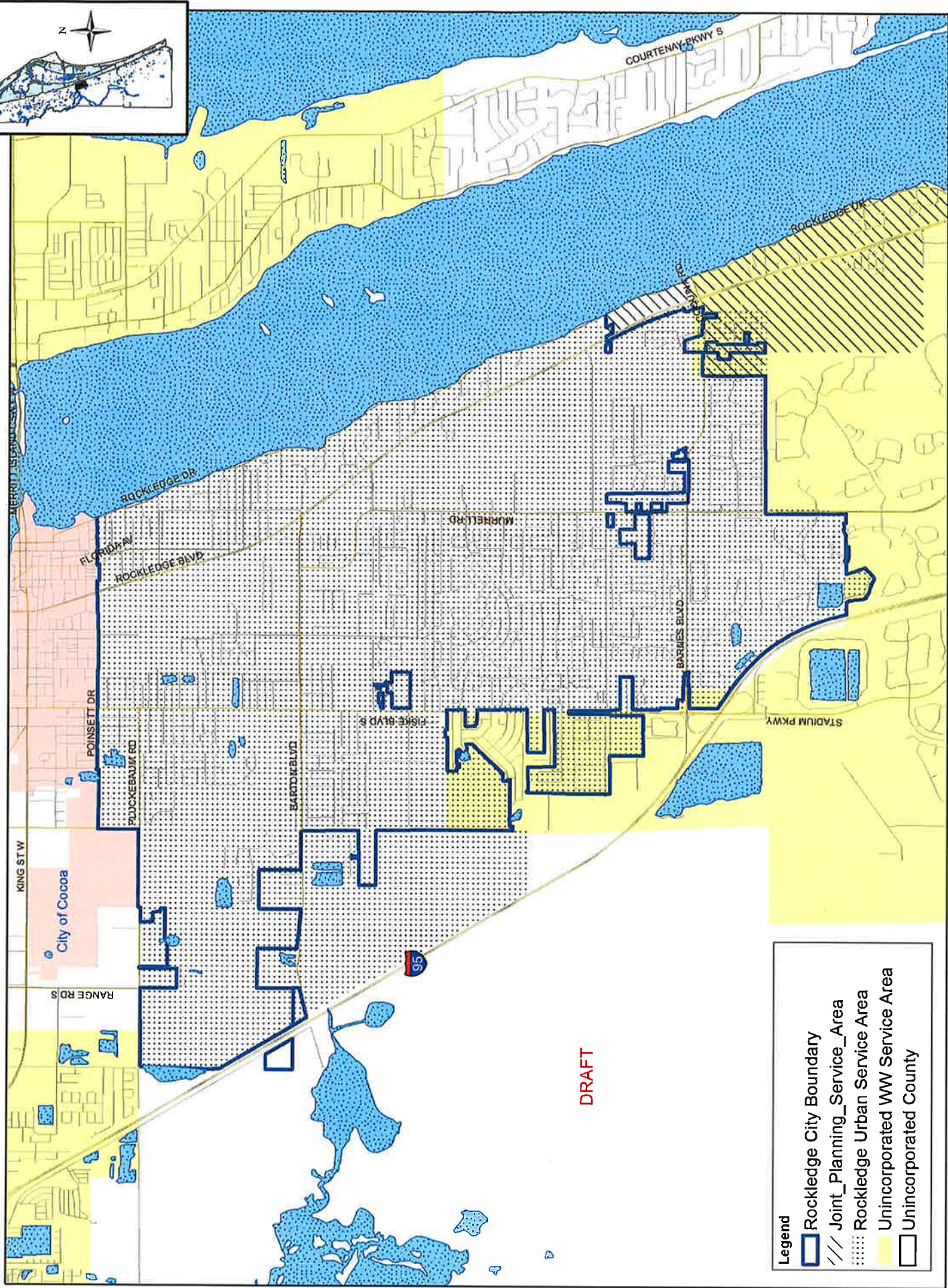
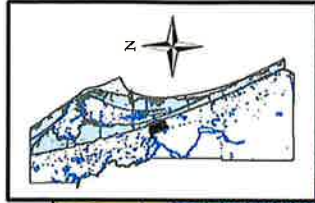
2014 JPA Exhibit A Joint Planning Review Area



DRAFT

- Legend
- JPA Area
  - Unincorporated Enclaves
  - City of Rockledge
  - Unincorporated County

2014 JPA - Exhibit B Urban Service Area



- Legend**
- Rockledge City Boundary
  - Joint\_Planning\_Service\_Area
  - Rockledge Urban Service Area
  - Unincorporated WW Service Area
  - Unincorporated County

DRAFT

EXHIBIT 'C'

Joint Planning Inter-local Agreement

City of Rockledge, FL and Brevard County, FL

County-Maintained Roads and Road Segments

Barnes Boulevard (from Fiske Boulevard to U.S. #1)

*Will not be accepted until two years after four-laning is complete*