

Meeting Date
7/26/16



AGENDA	
Section	Public Hearings
Item No.	IV. A.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PUBLIC HEARING RE: EXECUTION OF JOINT PLANNING AGREEMENT (JPA) BETWEEN BREVARD COUNTY AND CITY OF PALM BAY (DISTRICTS 3 & 5)
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT

Requested Action:
 It is requested that the Board conduct a public hearing and consider execution of a Joint Planning Agreement (JPA) with the City of Palm Bay.

Summary Explanation & Background:
 The Brevard County Comprehensive Plan encourages the County to enter into Joint Planning Agreements (JPAs) with local municipalities. The purpose of a JPA is to foster inter-governmental coordination for such issues as: joint review of development proposals within certain proximities of municipal boundaries, assessing infrastructure impacts of land development proposals, providing for annexation notifications, maximizing effectiveness in the delivery of services, and the transfer of County maintained roadways/road segments within municipal limits.

Brevard County first entered into a JPA with the City of Palm Bay in November, 2005. The proposed agreement (attached) is similar to the previous JPA, but reflects municipal annexations that have occurred since that time as well as providing for the transfer of the following County maintained roads/road segments to the City, within six months after four-laning is completed by the County:

- Babcock Street—from Malabar Road south to FDOT maintained northern approach of FDOT I-95 flyover
- Babcock Street—from FDOT maintained southern approach of FDOT I-95 flyover south to Delta Street
- Babcock Street—from Delta Street south to 1,320 lineal feet south of St. Johns Heritage Parkway
- Malabar Road—from Minton Road west to 1,320 lineal feet west of St. Johns Heritage Parkway

The Local Planning Agency (LPA) considered this item at its meeting on July 25, 2016. Staff will apprise the Board of the LPA's action on this agreement.

Clerk to the Board instruction: Chairman to sign and Clerk attest two original documents and return to the Department for distribution.

Exhibits Attached: Joint Planning Agreement

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager Stockton Whitten	Assistant County Manager 	Department Director / Extension Robin M. DiFabio, AICP 5-2069
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**CITY OF PALM BAY - BREVARD COUNTY
JOINT PLANNING INTERLOCAL AGREEMENT**

This Joint Planning Interlocal Agreement is made and entered this 26 day of
JULY, 2016 by and between the City of Palm Bay, 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 6, 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 Palm Bay 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 163.3162 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 Palm Bay, a Florida municipal corporation.

4. 'City Comprehensive Plan' means the comprehensive plan adopted pursuant to the Act, by the City Ordinance No. 88-28, 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 Palm Bay 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 Palm Bay and referred to as the "Palm Bay 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 335.04 Florida Statutes. The County agrees to continue to maintain these facilities until transferred to the City of Palm Bay 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(6) 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 Palm Bay; 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 Palm Bay 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 Palm Bay 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 and Zoning Board. 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 Palm Bay and an entity petitioning the City of Palm Bay 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 Palm Bay, 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 Palm Bay. 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 Palm Bay 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 Palm Bay 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 Mayor of the City 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 Palm Bay 120 Malabar Road SE Palm Bay, Florida 32907
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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.

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners of Brevard County, Florida and the Mayor of the City of Palm Bay, 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 26 day of JULY 2016.

ATTEST


Scott Ellis, Clerk

JULY 26, 2016
(SEAL)

**BOARD OF COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**


Jim Barfield, Chairman

As approved by the Board on July 26, 2016

STATE OF FLORIDA

COUNTY OF BREVARD

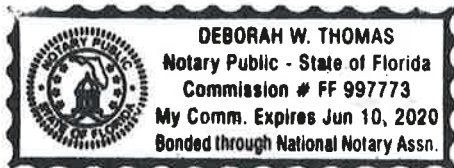
The foregoing instrument was acknowledged before me this 26 day of JULY, 2016, by JIM BARFIELD, who is personally known to me, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida.

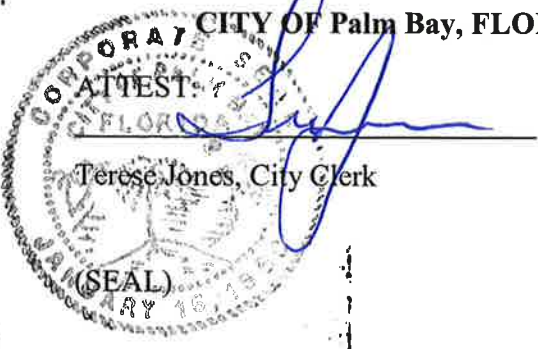
NOTARY PUBLIC



State of Florida at Large

My Commission Expires:





Terese Jones, City Clerk

CITY OF Palm Bay, FLORIDA, a Florida Municipal Corporation

William Capote
William Capote, Mayor
Date Executed: 6/17/16

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 17th day of June, 2016, by, William Capote, who is personally known to me as Mayor of the City of Palm Bay, for the CITY OF Palm Bay, FLORIDA, a political subdivision of the State of Florida.

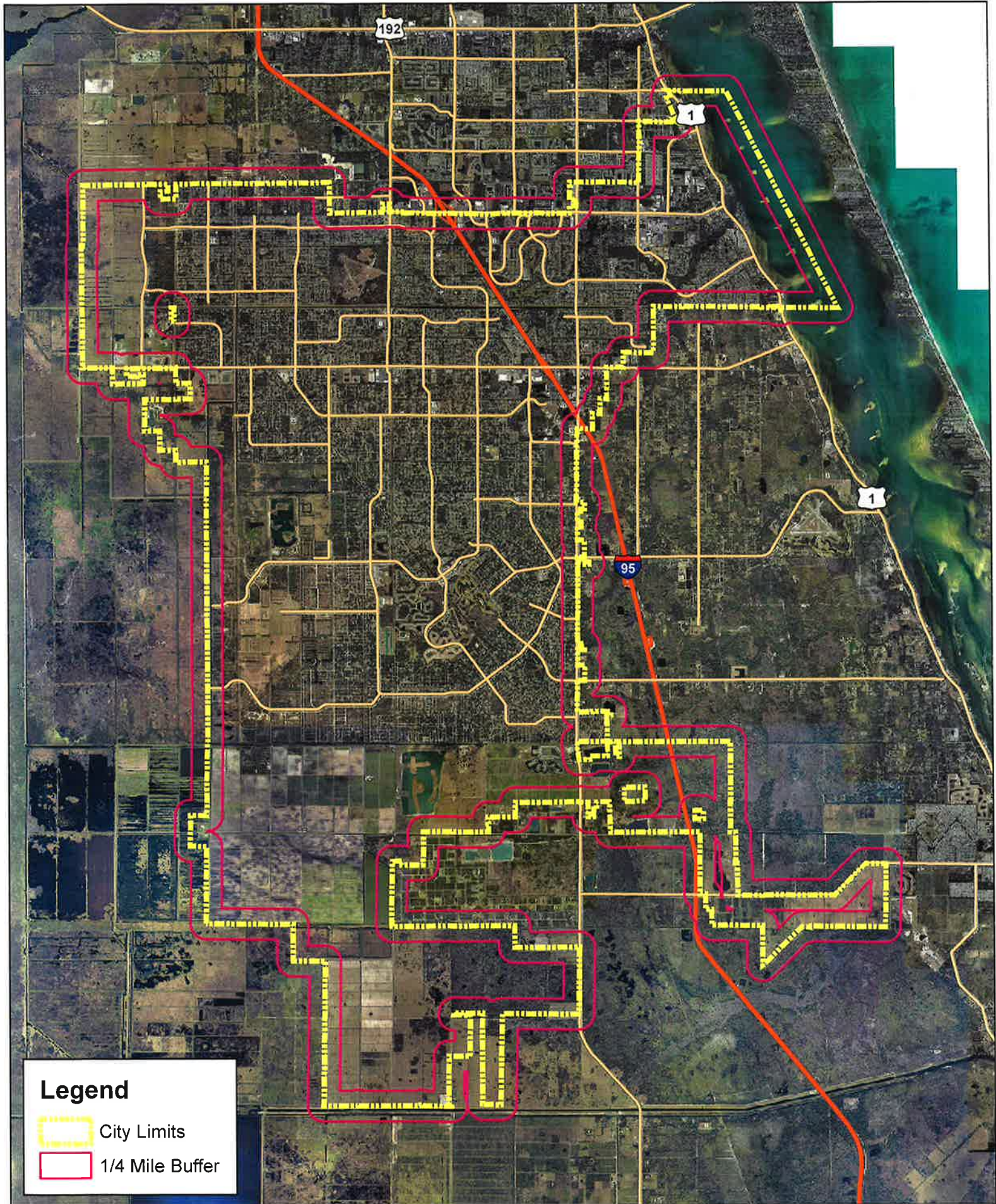
NOTARY PUBLIC

Judy C. Denis

State of Florida at Large

My Commission Expires:





Legend



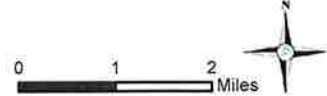
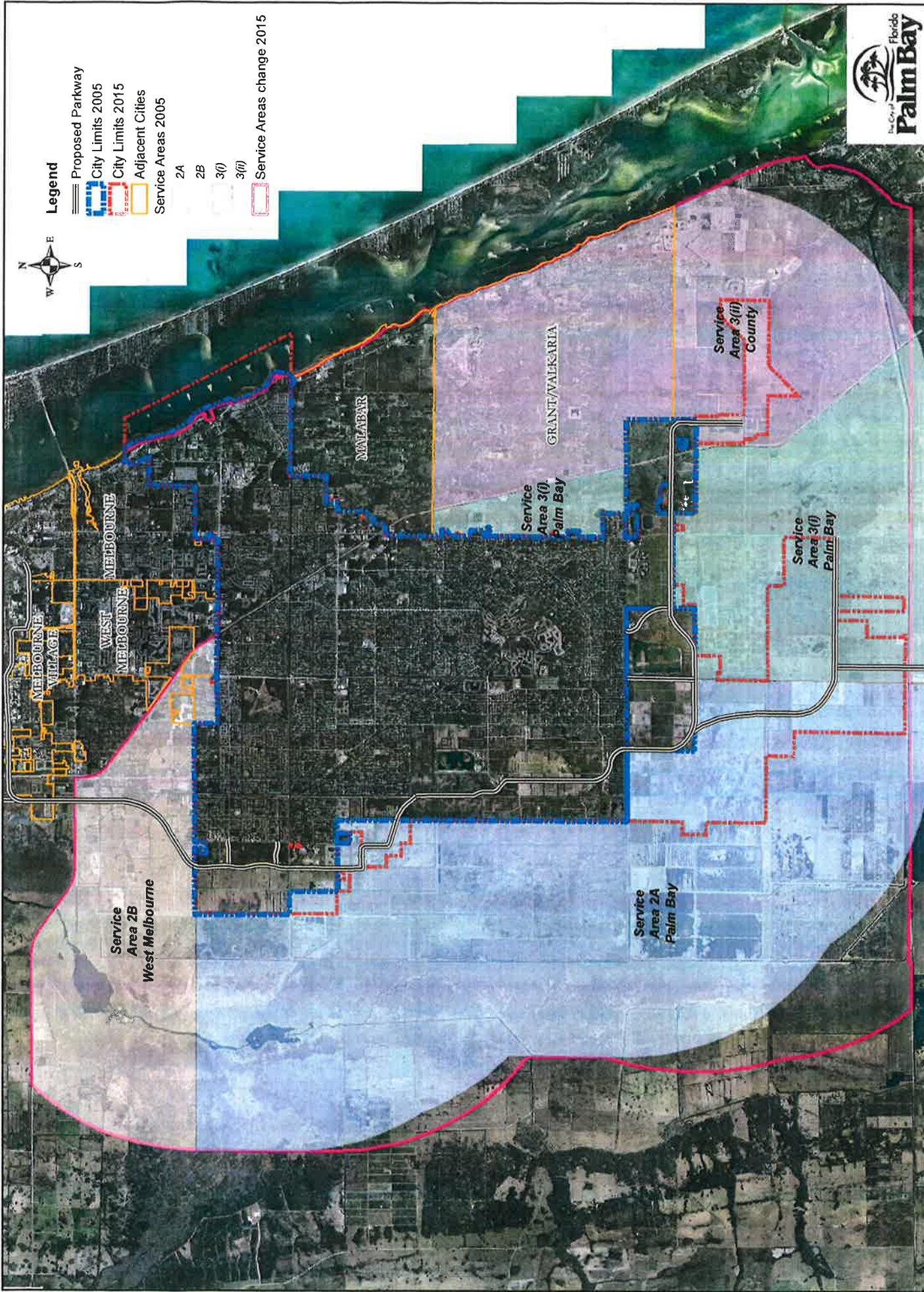
-  City Limits
-  1/4 Mile Buffer

Exhibit A: Joint Planning and Review Area





- Legend**
- Proposed Parkway
 - City Limits 2005
 - City Limits 2015
 - Adjacent Cities
 - Service Areas 2005
 - 2A
 - 2B
 - 3(i)
 - 3(ii)
 - Service Areas change 2015



Exhibit B: Water And Sewer Service Areas

Path: G:\EGIS\MapSource\AADD\Utilities\Service_Availability\AADDs\City_Co_Services.mxd - Last Saved: 10/29/2015; 10:08 AM - Created By: EGIS Division, phills

EXHIBIT 'C'

Joint Planning Inter-local Agreement

City of Palm Bay, FL and Brevard County, FL

County-Maintained Roads and Road Segments

Will be accepted by segments within 6 months after four-laning is complete.

Babcock Boulevard – from Malabar Road south to FDOT maintained northern approach of FDOT I-95 flyover

Babcock Boulevard – from FDOT maintained southern approach of FDOT I-95 flyover south to Delta Street.

Babcock Boulevard – from Delta Street south to 1,320 lineal feet south of St. Johns Heritage Parkway

Malabar Road – from Minton Road west to 1,320 lineal feet west of St. Johns Heritage Parkway.

Deborah Thomas

From: Deborah Thomas
Sent: Friday, August 9, 2019 9:54 AM
To: 'Swanke, Stephen M'
Cc: Scott, Jeanette; Tammy Rowe
Subject: Palm Bay JPA 7.26.2016 - Is this JPA recorded?
Attachments: ITEM IV.A. JT PLANNING AGREEMENT JPA 7-26-16.pdf

Good morning:

I have attached a copy of the "Original" Agreement.

It has not been recorded.

I would be happy to mail you our Original.

Or, if this is time-sensitive, you may want to pick-up.

Please advise which option works best for you.

Thank you.

Deborah Thomas
Administrative Assistant
Clerk to the Board
400 South Street, 2nd Fl.
Titusville, Florida 32780
(321)637-2001

From: Swanke, Stephen M <Steve.Swanke@brevardfl.gov>
Sent: Friday, August 9, 2019 8:35 AM
To: Deborah Thomas <deborah.thomas@brevardclerk.us>
Cc: Scott, Jeanette <Jeanette.Scott@brevardfl.gov>
Subject: RE: Palm Bay JPA 7.26.2016 - Is this JPA recorded?

Thank you.

From: Deborah Thomas <deborah.thomas@brevardclerk.us>
Sent: Friday, August 9, 2019 8:34 AM
To: Swanke, Stephen M <Steve.Swanke@brevardfl.gov>
Subject: RE: Palm Bay JPA 7.26.2016 - Is this JPA recorded?

Good morning:

I am in receipt of your request.

I will check to see if this is recorded.

Deborah Thomas
Administrative Assistant
Clerk to the Board
400 South Street, 2nd Fl.
Titusville, Florida 32780
(321)637-2001

From: Swanke, Stephen M <Steve.Swanke@brevardfl.gov>
Sent: Friday, August 9, 2019 7:34 AM
To: Deborah Thomas <deborah.thomas@brevardclerk.us>
Cc: Scott, Jeanette <Jeanette.Scott@brevardfl.gov>
Subject: FW: Palm Bay JPA 7.26.2016 - Is this JPA recorded?

Deborah,
Can you tell me if there is a recorded copy of this agreement in the Official Minutes? It was approved by the Board on July 26, 2016. If so please send me a certified copy of the recorded agreement. If not, I will need an original document that I can have recorded, which I will return to you. Thanks.

From: Scott, Jeanette
Sent: Thursday, August 8, 2019 4:33 PM
To: Swanke, Stephen M <Steve.Swanke@brevardfl.gov>
Cc: Brewer, Jad <Jad.Brewer@brevardfl.gov>
Subject: FW: Palm Bay JPA 7.26.2016 - Is this JPA recorded?

Hi Steve,

As you are aware, the County has been working on a proposed Interlocal Agreement with the City of Palm Bay re: Babcock St.

Do you know if the attached JPA was recorded? Several months ago we asked this question of Erin Sterk, but I did not receive a reply.

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.

Thank you,
Jeanette Scott
Contracts Administrator
Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, FL 32940
321-617-7202

From: Brewer, Jad
Sent: Thursday, August 08, 2019 2:33 PM
To: Scott, Jeanette <Jeanette.Scott@brevardfl.gov>
Subject: FW: Palm Bay JPA 7.26.2016.pdf

Were we ever able to figure out if this JPA was recorded as required?

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 27, 2016

MEMORANDUM

TO: Robin DiFabio, Planning and Development Director

RE: Item IV.A., Public Hearing for Joint Planning Agreement (JPA) with City of Palm Bay

The Board of County Commissioners, in regular session on July 26, 2016, conducted a public hearing and executed JPA with the City of Palm Bay. Enclosed is fully-executed and certified copy of the JPA for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Asset Management
Finance
Budget



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Gregg Lynk, City Manager
DATE: June 16, 2016
RE: Renewal of Joint Planning Agreement with Brevard County

Please find attached a draft Joint Planning Agreement (JPA) with Brevard County. On December 1, 2015 the City Council approved renewal of the JPA. Since that time, the County Administration has asked the City to consider adding the widening of Malabar Road from Minton Road west to St. John's Heritage Parkway to the JPA. After widening by the County, a subsequent transfer and acceptance by the City for road maintenance would occur. Brevard County first entered into a JPA with the City of Rockledge on September 6, 2000. The proposed agreement is very similar to the previous one but reflects the municipal annexations that have recently occurred.

The Brevard County Comprehensive Plan encourages the County to enter into Interlocal Joint Planning Agreements (JPA) with local municipalities. The purpose of a JPA is to provide better intergovernmental coordination, including issues such as: joint review of development proposals within certain proximities of municipal boundaries; assessing impacts of land development proposals on traffic circulation; annexation notification; and maximizing service effectiveness.

The proposed JPA includes a joint review area where the City and County would exchange information on applications filed along a common boundary. In addition, it addresses transfer of maintenance of rights of way (ROW) for Babcock Road segments after these roadway segments have been widened and repaved by the County. This transfer is shown in phases as the roadway is widened.

Both the JPA and the included ROW transfer is similar to the successful Brevard County/City of Rockledge agreement where the County has encumbered over \$17,000,000.00 for the Barnes Boulevard widening to four lanes, with subsequent transfer to the City.

REQUESTING DEPARTMENT:
Growth Management Department

FISCAL IMPACT:
None.

RECOMMENDATION:
Motion to execute the Joint Planning Agreement and authorize the Mayor to execute.

Attachment: 1) Joint Planning Agreement

SB/ab

A-RCM 2016-14 6.16.16

Down to Earth And Up To Great Things



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: June 16, 2016

RE: Renewal of Joint Planning Agreement with Brevard County

A handwritten signature in black ink, appearing to read "Gregg Lynk", is written over the "DATE:" line.

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REQUESTING DEPARTMENT:
Growth Management Department

FISCAL IMPACT:
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RECOMMENDATION:
Motion to execute the Joint Planning Agreement and authorize the Mayor to execute.

Attachment: 1) Joint Planning Agreement

SB/ab