

JOINT PLANNING
AGREEMENT BETWEEN
ST. LUCIE COUNTY / FLORIDA
AND
THE CITY OF FORT
PIERCE

This Joint Planning Agreement (the "Agreement") made and entered into as of the _____ Day of _____, 2015, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), the CITY OF FORT PIERCE, a Florida municipal corporation (hereinafter referred to as the "City"). (The County and City are sometimes collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement, the Parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended and codified as Section 163.01, Florida Statutes (the "Cooperation Act"), and Section 163.3171(3), Florida Statutes, to permit the City and the County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide the property, facilities and services provided for in this Agreement in the manner that will best accord with the existing and anticipated resources available to each of them and with geographic, economic, population and other factors influencing the needs and developments within an area ("Planning Area"), as designed on the attached map as Exhibit "A"; and,

WHEREAS, it is the purpose of the Cooperation Act to provide for a means by which the Parties may exercise their respective powers, privileges and authorities which they might now or in the future share in common and which each might exercise separately; and,

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

WHEREAS, a joint planning area agreement will provide a basis for the evaluation of future development applications as well as for the adequate and cost effective provision of public services within the Planning Area; and,

WHEREAS, the County has adopted a Comprehensive Plan within an established Urban Services Boundary which is depicted on Exhibit "A"; and,

WHEREAS, the City has adopted a Comprehensive Plan which applies within the current boundaries of the City which are depicted in Exhibit "A"; and,

WHEREAS, the Parties seek to coordinate and achieve compatible land uses adjacent to their common boundary; and,

WHEREAS, the Parties seek to promote sustainable economic development and quality job creation through consistent and planned development patterns and agree to work cooperatively to preclude urban sprawl; and,

WHEREAS, effective intergovernmental relations will improve the delivery of public services; and,

WHEREAS, Section 163.3171(3), Florida Statutes, authorizes municipalities and counties to enter into joint agreements for the purposes of coordinating the preparation and adoption of municipal and county comprehensive plans, procedures for the administration of land development regulations or land development codes applicable thereto and other purposes under the Local Government Comprehensive Planning and Land Development Act, Section 163.3161, et. seq., Florida Statutes.

WHEREAS, the Local Government Comprehensive Planning and Land Development Act encourages joint agreements entered into pursuant thereto to be formally stated and approved in appropriate action by the governing bodies involved and the administration be governed by the Florida Interlocal Cooperation Act of 1969; and,

WHEREAS, the City and the County have held public hearings with public notice thereof to consider the adoption of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement, the City and the County agree as follows:

ARTICLE 1 AUTHORITY

1. **Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, Section 163.400, Florida Statutes; Part III, Chapter 163, Florida Statutes; Section 163.3171(3), Florida Statutes, and other applicable provisions of law, all as amended and supplemented from time to time.

ARTICLE 2 DEFINITIONS

2.1 **Definitions.** The following definitions shall apply to this Agreement:

Agreement: The interlocal planning agreement.

City: The City of Fort Pierce, Florida.

Cooperation Act: The Florida Interlocal Cooperation Act of 1969 as amended and codified as Section 163.01, F.S.

County: St. Lucie County, Florida.

Development Permits: Development Permit includes any building permit, zoning permit, subdivision approval, rezoning, certification, certificates of occupancy, building inspections, special exception, variance or any other official action of local government having the effect of permitting the development of land.

Parties: St. Lucie County, Florida, and the City of Fort Pierce, Florida.

Planning Area: The area depicted in Exhibit "A".

ARTICLE 3 PURPOSE, FINDINGS, INTENT

3.1 The purpose of this Agreement is to provide certain procedures for joint action by City and the County within the Planning Area in the preparation and adoption of changes to the comprehensive plan and on procedures for the administration of land development regulations or the land development code applicable thereto.

3.2 It is the intent of the parties to provide for the cooperation in managing growth within the Planning Area by providing for the coordination of comprehensive plan and land development regulations for the Planning Area.

COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND CODE ENFORCEMENT

4.1 To provide for better integrated land use planning and land development within the Planning Area, the Parties agree as follows:

4.1.1. The City agrees to provide the County Administrator and County Attorney with ~~30~~ 15 days prior written notice of all annexations into the City (first reading of annexation ordinance). This notice shall include copies of all annexation ordinances, staff reports and recommendations, and copies of all agreements, contracts or other similar instruments effecting any voluntary annexations. The County

agrees to provide any written comments it may have on the proposed annexation to the City Manager and City Attorney at least three (3) days prior to the first reading of the annexation ordinance. Any comments submitted for consideration will be made a part of the record prior to final approval of the annexation.

4.1.2 In order to promote coordination of land use and development activities within the community, the County shall have the right to designate a non-voting representative to attend the City's technical review committee and the City shall have the right to designate a non-voting representative to attend the County's development review committee. Each party shall provide the other party written notice of committee meetings.

4.2 Notwithstanding anything provided in this Agreement, neither the City's nor the County's duties, obligations, or responsibilities under any section of this Agreement shall affect the Parties' right, duty, obligation, authority or power to act in its governmental or regulatory capacity in accordance with applicable laws, ordinances, codes or other building regulations nor in the exercise of any discretionary act or power within its respective jurisdiction. In no event shall the Parties, due to any provision of this Agreement, be obligated to take any action concerning regulatory approvals for development permits except through its established processes and in accordance with applicable provisions of law. Failure to comply in any respect with this Agreement by either Party, including the providing of notice, shall neither affect nor serve as a basis to invalidate any land use development approvals.

4.3 In order to better the delivery of municipal services and to eliminate problems with planning and growth management, City of Fort Pierce shall have the right to annex any enclaves that comply with Section 171.046, Florida Statutes.

4.4 The City desires to annex properties by way of interlocal service boundary agreement (ISBA) as outlined in the Florida Statutes Chapter 171 Part II. The Parties agree to cooperate in the development of agreements as defined in Sec. 171.203 Florida Statutes. City staff will designate specific Target Annexation Areas for annexation through the ISBA agreements by adopting the initiating resolution pursuant to Sec. 171.203(1)(a) Florida Statutes.

MISCELLANEOUS

5.1 Amendments. This Agreement may be amended by the mutual written agreement of the County and the City at any time from time to time, which amendments shall become effective upon filing thereof with the Clerk of the Circuit Court of St. Lucie County, Florida, pursuant to Section 163.01(11), Florida Statutes.

5.2 Assignment. None of the parties may assign or transfer any or all of its duties, rights, responsibilities, or obligations under this Agreement to any other party or any person not a party to this Agreement without the express prior approval of the other party to this Agreement.

5.3 Severability. The provisions of this Agreement are severable, and it is the intention of the parties to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

5.4 Members of the City and County Not Liable.

(1) All covenants, stipulations, obligations and agreements of the City and the County contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the County, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement controlled herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of the governing body or agent or employee of the City or the County in its, his or their individual capacity, and neither the members of the Governing Body of the City or the County or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining or contemplated hereby.

5.5 Term of the Agreement

The initial term of this Agreement shall be five (5) years from the Effective Date unless sooner terminated by either Party. The term of the Agreement shall be automatically extended in five (5) year increments unless either party notifies the other party of its desire to terminate the Agreement which notice must be provided in writing at least ninety (90) days before the end of the then current term. Either Party may terminate this Agreement by providing thirty (30) days written notice to the other.

5.6 Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. It is the intent of the parties hereto that this Agreement and all its provisions are intended to be and are for the sole and exclusive benefit of the parties hereto.

5.7 Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with the City or the County shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, or by direct personal delivery:

To the County:

St. Lucie County Administrator
(With a copy to St. Lucie County Attorney)
2300 Virginia Avenue
Fort Pierce, Florida 34982

To the City:

Fort Pierce City Manager
(With a copy to City of Fort Pierce Attorney)
Post Office Box 1480
Fort Pierce, Florida 34954

5.8 Execution of Agreement. This Agreement shall be executed by both Parties and approved as to form and execution by the its Attorney, and their seal affixed hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing of this Agreement as provided in Section 6.11 hereof, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of the execution of this Agreement shall be the

proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold office.

5.9 Filing with Circuit Court Clerk. The County is hereby authorized and directed after approval of this Agreement by the Governing Body of the County and the City and the execution thereof by the duly qualified and authorized officers of each of the parties hereto as provided, to file this Agreement with the Clerk of the Circuit Court of St. Lucie County, Florida, as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

Board of Commissioners
St. Lucie County

By: _____
Chairman

Approved as form and correctness:

By: _____
County Attorney

Attest:

City Clerk

Approved as form and correctness:

By: _____
City Attorney