

The Status of the Orlando-Orange County Joint Planning Agreement

Presented to the Orange County/City of Orlando Consolidation of Services Study
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Thank you for inviting me to speak about the status of the Joint Planning Agreement between the City of Orlando and Orange County. I would like to first briefly summarize the status of the agreement, and then outline some of the City's views on what worked and what didn't work during the last decade of planning under the agreement. I will conclude with some recommendations for future joint planning efforts between the City and Orange County.

I. Current Status

The Joint Planning Agreement (JPA) expires on December 31, 2005. The City exercised its right to terminate the JPA this year after a careful consideration of the costs and benefits of the agreement. We concluded that despite some positive attributes, the JPA did not serve to further the overall interests of City residents and property owners. Since the formal notice of termination, City and County staff have met to discuss the possibility of a new JPA. However, at this time there are no concrete proposals on the table and it is unlikely that a new agreement will replace the former JPA on January 1, 2006.

II. Positive and Negative Elements of the JPA

When the JPA was signed in 1994, the agreement was hailed as an innovative and effective response to some of the most pressing problems inherent in planning and public service delivery in Orange County and Orlando. The agreement also served to resolve an immediate dispute between Orange County and the City of Orlando over annexation in the southeast area.

The last ten years have provided us with invaluable experience concerning joint planning with Orange County. From the City's perspective, the following elements of the JPA have had a positive effect on the City's ability to provide services to residents and property owners:

- A. The JPA established a Joint Planning Area recognized as suitable for annexation and urban development. The City and County agreed on minimum standards for annexation, and limited the County's right to challenge annexations that met the standard.

- B. The JPA allowed the City to essentially “pre-plan” land within the Joint Planning Area and assign initial zoning to land immediately following annexation. This feature allowed the City to quickly respond to appropriate development proposals while providing certainty and flexibility to the development community.
- C. The JPA created a method for providing and financing fire services to the southeast Orlando area, relying on County station 76 to respond to calls for service originating in the City.
- D. The JPA facilitated capital facilities planning by establishing a definite future city limit, within which the City could reasonably be expected to provide services and facilities during the planning timeframe. Similarly, the JPA incorporated related agreements that set service territories for wastewater, water, and electrical services. (These agreements survive termination of the JPA).
- E. The JPA led to territorial agreements for water, wastewater, electric and reclaimed water, which are exhibits to the JPA and have contributed to the orderly provision of service for these utilities.

Along with the positive elements noted above, the JPA includes some provisions that have proved to be unworkable or simply contrary to the City’s interests. The JPA also has some glaring omissions that have crippled the effectiveness of the agreement. These include the following:

- A. The JPA addressed shared public safety services in only one section of the City – the southeast – but did not address overlapping public safety services in the remainder of the Joint Planning Area. This omission has led to conflicts in capital facilities planning and interfered with providing public safety services in the most effective manner possible. A basic example of this conflict would be the decision of the County to build a fire station in an area designated for annexation under the JPA.
- B. The JPA contained revenue sharing provisions concerning the distribution of Public Service Taxes from annexed areas. However, the agreement did not have a workable method for calculating, sharing, and earmarking the funds.
- C. The JPA imposed no affirmative obligation on the County to support City annexations within the Joint Planning Area. As a result, the City’s efforts to undertake meaningful annexations within the pre-approved Joint Planning Area proceeded on a piecemeal basis with passive County involvement at best. In the worst cases, Orange County actively opposed annexations within the Joint Planning Area. Orange County opposition included such measures as funding deannexation applications; sending notices to property owners urging opposition to annexations; and sending County staff to City Council meetings to oppose City annexations.
- D. The JPA did not properly address the issue of enclaves, which has led to inefficiencies in the delivery of service and achieving a rational and compact municipal boundary.

III. Recommendations for Future Joint Planning

Given my observation of more than ten years of joint planning between the City and Orange County, I can offer some basic components that must be present in any future joint planning agreement.

- A. Public safety services must be addressed. The largest share of City and County general fund revenue goes to public safety services, so it is in these areas that the most dramatic results can be obtained. The City recommends that the Study Commission consider a City/County fire service district, within which the City would provide fire services in both the City and in unincorporated areas.
- B. Joint land use planning is essential. Future land use patterns drive not only public safety needs, but also transportation systems and public utility investments. The City and Orange County already have a history of coordinating land use planning in limited areas. Similar efforts should be a key component of any future joint planning agreement.
- C. The City and Orange County must cooperate to achieve a rational, compact City boundary. This means that Orange County should not only refrain from active opposition to annexation, but should also support the City on a local and state level to quickly “round-out” the City limits and eliminate unincorporated enclaves.