

RESOLUTION NO. 08-110

A RESOLUTION OF THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THEREUNDER FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH HEREIN.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act" (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation; and

WHEREAS, a more flexible and clear process providing greater certainty is appropriate and desirable within Pinellas County given the highly urban character of the county, which distinguishes it from many of Florida's other counties; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government, avoid duplicating local services and increase political transparency and accountability; and

WHEREAS, it is the intent of the Pinellas County Board of County Commissioners to initiate discussions with those invited municipalities listed in Exhibit A regarding the development of an interlocal service boundary agreement to address the above referenced concerns.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida, as follows:

1. The governing body of Pinellas County hereby invites the municipalities listed in Exhibit A to enter into negotiations under the Act to address issues concerning planning and annexation for the areas identified below and as set forth in Exhibit B.

2. The governing body of Pinellas County hereby defines the area to be considered as the geographical boundaries of Pinellas County as set forth in §7.52, Fla. Stat. (2007).

3. The governing body of Pinellas County hereby identifies the issues to be negotiated as follows:

A. The process, definitions, and criteria for voluntary and referendum annexations in replacement or modification of the requirements of Ch 171, Part I, Fla. Stat. (2007);

B. The establishment of municipal service areas, as defined in §171.202(11)(a), Fla. Stat., for each of the invited municipalities within which such municipalities may plan for and annex, and conversely, unincorporated service areas, as defined in §171.202(16)(a), Fla. Stat., which shall remain unincorporated, as suggested in Exhibit B, which exhibit consists of those planning areas previously provided for under Pinellas County Ordinance No. 00-63, as recommended for amendment by the Joint Pinellas Planning Council/Countywide Planning Authority Annexation Subcommittee convened in 2005-2006;

C. Incorporation of those relevant issues identified and agreed to in the Settlement Agreement between all of the Cities of Pinellas County, and Pinellas County, Florida for the Resolution of Issues Related to the Charter Review Committee, dated May 2, 2007, and attached hereto as Exhibit C;

D. The incorporation and exercise of those joint planning procedures set forth in §163.3171, Fla. Stat. (2007), based on boundaries established in paragraph B above and Exhibit B attached;

E. Declaration of legislative intent and a presumption that annexations that occur pursuant to any alternative procedures established by Pinellas County and the invited municipalities within the planning and annexation areas as set forth in paragraph B above and Exhibit B attached shall meet the "ability to serve" criteria established in Section 5(12) of ch. 88-464, Laws of Fla. (1988), as amended;

F. Establishment of a recommended term of 10 years for any interlocal service boundary agreement negotiated to completion, with a review of such agreement to be performed by the parties after the initial 8 years.

4. The Clerk is hereby directed to provide by United States Certified Mail to the Chief Administrative Officer of every invited municipality, as set forth in Exhibit A. The Clerk is further directed to send a copy to the Chief Administrative Officer of each independent special district, as set forth in Exhibit D, in the unincorporated area designated within this Resolution a copy of this Resolution.

This Resolution shall become effective upon its adoption.

Commissioner Latvala offered the foregoing resolution and moved for its adoption, which was seconded by Commissioner Welch upon the roll call the vote was:

Ayes: Harris, Latvala, Morroni and Welch.

Nays: None.

Absent and not voting: Stewart, Seel and Duncan.

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By David L. Schubert  
Attorney

## **EXHIBIT A**

### **Invited Municipalities**

- Belleair
- Belleair Beach
- Belleair Bluffs
- Belleair Shore
- Clearwater
- Dunedin
- Gulfport
- Indian Rocks Beach
- Indian Shores
- Kenneth City
- Largo
- Madeira Beach
- North Redington Beach
- Oldsmar
- Pinellas Park
- Redington Beach
- Redington Shores
- Safety Harbor
- Seminole
- South Pasadena
- St. Pete Beach
- St. Petersburg
- Tarpon Springs
- Treasure Island

**EXHIBIT B**

**Proposed Planning/Annexation Areas**

**See Attached Map**

**EXHIBIT C**

**Settlement Agreement**

**SETTLEMENT AGREEMENT BETWEEN  
ALL THE CITIES OF PINELLAS COUNTY AND  
PINELLAS COUNTY, FLORIDA FOR  
THE RESOLUTION OF ISSUES RELATED TO THE CHARTER REVIEW  
COMMITTEE**

*May* THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this *2nd* day of *May* 2007, between the Cities and/or Towns of Belleair, Belleair Beach, Belleair Bluffs, Belleair Shore, Clearwater, Dunedin, Gulfport, Indian Rocks Beach, Indian Shores, Largo, Kenneth City, Madeira Beach, North Redington Beach, Oldsmar, Pinellas Park, Redington Beach, Redington Shores, Safety Harbor, St. Pete Beach, St. Petersburg, Seminole, South Pasadena, Tarpon Springs, and Treasure Island, all Florida municipal corporations ("Cities") and Pinellas County; a political subdivision of the State of Florida, ("County") (collectively "Parties") and Thomas Trask ("Trask").

**WITNESSETH:**

WHEREAS, the Pinellas County Charter Review Committee placed seven amendments to the Pinellas County Charter before the voters for referendum approval; and

WHEREAS, the Cities objected to the amendments for various legal and practical reasons; and

WHEREAS, the Cities filed a lawsuit against the County, Charter Review Commission and the Supervisor of Elections (City of Pinellas Park, et al vs Supervisor of Elections, et al, Circuit Civil Case No. 06-5975-CI-11) (hereinafter referred to as "Lawsuit"); and

WHEREAS, the County filed a counterclaim to the Lawsuit which alleged that portions of the County Charter protecting the rights of the Cities by a 'dual vote' as to the transfer of certain matters was unconstitutional; and

WHEREAS, the Court denied the Cities' request for injunctive relief before the election; and

WHEREAS, the voters rejected four of the proposed amendments; and

WHEREAS, the Cities have no objection to Amendment 1; and

WHEREAS, the Cities believe that the ballot language for Amendments 5 and 6 is ambiguous and does not accurately reflect the actual amendments proposed to be included in the Pinellas County Charter; and

WHEREAS, the Cities and County have met to discuss a resolution of the Lawsuit which would reflect the will of the voters as identified in the ballot questions; and

WHEREAS, it is in the best interests of the Parties to resolve these issues; and



WHEREAS, by entering into this Agreement neither the Cities, individually or collectively, nor the County waive any defense in any action relating to annexation nor shall they be estopped from raising any defense in any action relating to annexation as a result of this Agreement; and

WHEREAS, this Agreement is entered into between the Parties to settle the foregoing Lawsuit and to address issues of concern expressed by the Cities and County; and

WHEREAS, reference to the 'Cities' or 'Parties' in these 'WHEREAS' clauses shall not include the cities of Dunedin, Redington Beach, and Indian Rocks Beach who were not parties to the Lawsuit, however because they are necessary parties to this Agreement, they are included in references to 'Cities' and 'Parties' in the remainder of this Agreement; and

WHEREAS, reference to the 'Cities', 'County', and 'Parties' shall include their elected officials, appointed officials, employees, agents, persons or entities contracting with them, or any other person or entity associated or affiliated with one or more of the Cities and County.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties and Trask agree as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. The Parties named in the Lawsuit hereby agree to settle the above referenced Lawsuit in the following manner and the Parties not named in the lawsuit hereby also agree to the following:
  - a. Notwithstanding any other provision of law, with respect to monetary incentives, an annexing municipality and the County may only offer, negotiate, agree to provide, or provide, incentives or inducements in conjunction or connection with an annexation proposal which (1) improve public properties, rights of way, or easements and the infrastructure and/or facilities located thereon or therein, (2) involve the acquisition of property for public use or benefit, (3) are in furtherance of the closure of enclaves, (4) provide public services and/or facilities, (5) waive or pay development, permit and/or application fees, or (6) otherwise advance a paramount public purpose as defined by Florida law.
  - b. Consents required by Section 171.0413(5) and (6), F.S. shall be express and in writing. Such consent shall be obtained by the annexing municipality at least ten (10) days prior to any referendum required pursuant to Section 171.0413, F.S. or at least ten (10) days prior to the public hearing on the ordinance required for annexation pursuant to Section 171.0413(6).
  - c. Without the current property owner's written permission, no municipality in Pinellas County shall subject any property to a referendum pursuant to Section 171.0413, F.S. for a period of seven years from the last date that such property was subject to an annexation referendum.
  - d. No municipality in Pinellas County shall subject any property to a referendum pursuant to Section 171.0413, F.S. unless an informational notice has been mailed to all affected property owners at least ten days prior to the public hearing.
  - e. The Parties agree that the dual vote provision set forth in Section 6.04 of the County Charter is constitutional, the County shall not support any future litigation challenging the constitutionality of that provision, nor shall the County support legislation or referenda seeking to remove this provision from the Charter. The County shall notify the Cities within thirty days of receipt of service

of any lawsuit or the filing of any claim challenging this provision. The Parties shall request the Court to enter a judgment finding this provision to be constitutional.

f. The Parties shall not draft, support, request, or propose any enabling legislation for Amendments 5 and 6. The Parties hereby jointly request present and future legislatures and legislative delegations to not pass any enabling legislation with respect to Amendments 5 and 6.

g. The Charter Review Commission and the Supervisor of Elections shall be dismissed from the Lawsuit. The remaining claims in the above referenced Lawsuit and counterclaim, and the lawsuit filed by Tom Trask, styled Trask vs Pinellas County, Circuit Civil No. 96-7171-CI-11 shall be dismissed.

h. All Parties shall bear their own fees and costs (this shall not apply to any cost sharing agreement between the Cities for the Cities' fees or costs).

i. This Agreement shall, to the extent necessary to be enforceable, constitute an interlocal agreement between the parties.

j. This Agreement shall, to the extent necessary to be enforceable, constitute an interlocal agreement between the parties entered into pursuant to Part II, Chapter 171 Florida Statutes.

k. As a result of entering into this Agreement, neither the Cities, individually or collectively, nor the County waive any defense in any current or future action relating to annexation nor shall they be estopped from raising any defense in any current or future action relating to annexation nor shall they be prevented in any way from raising any claim in any current or future lawsuit relating to annexation. The foregoing shall not apply to any action necessary to enforce the terms of this Agreement.

l. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one agreement.

3. The Court shall retain jurisdiction to enforce the terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

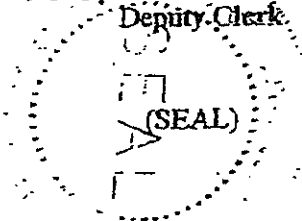
**END OF SUBSTANTIVE PROVISIONS. SIGNATURE PAGES TO FOLLOW.**

PINELLAS COUNTY

ATTEST:  
KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA, by and  
through its Board of County Commissioners

By: *Linda R. Reed*  
Deputy Clerk



By: *[Signature]*  
Chairman

APPROVED AS TO FORM:

*M. Bennett*  
Office of the County Attorney

## **EXHIBIT D**

### **Notified Independent Special Districts**

- **Southwest Florida Water Management District (SWFWMD)**
- **Tampa Bay Water (TBW)**
- **Pinellas Park Water Management District (PPWMD)**
- **Pinellas Suncoast Fire & Rescue District**
- **Eastlake Special Fire Control District**
- **Lealman Special Fire Control District**
- **Palm Harbor Special Fire Control & Rescue District**
- **Clearwater Bay Community Development District**
- **Eastlake Oaks Community Development District**
- **Entrada Community Development District**

