



BOARD OF COUNTY COMMISSIONERS

DATE: May 21, 2013
AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Revised Draft Interlocal Service Boundary Agreement

Department:

Strategic Planning and Initiatives

Staff Member Responsible:

Larry Arrington, Director

Recommended Action:

IT IS RECOMMENDED THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE LANGUAGE IN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AS ATTACHED. IF THIS DRAFT IS ACCEPTABLE TO THE PARTICIPATING MUNICIPALITIES, THE BOARD DIRECTS STAFF TO PREPARE AN ORDINANCE FOR THE ADOPTION OF THIS AGREEMENT.

Summary Explanation/Background:

On December 6, 2011, the Board of County Commissioners adopted Resolution No. 11-185 and authorized its transmittal to ten municipalities that contain Type A enclaves and to five independent special districts that serve these enclaves. This action by the Board initiated the process for negotiating an interlocal service boundary agreement (ISBA) to allow non-contiguous voluntary annexation within Type A enclaves. Type A enclaves are defined in the Florida Statutes as an unincorporated improved or developed area that is enclosed on all sides by a single municipality. The attached map shows the location of Type A enclaves within Pinellas County. The process we are following is specifically laid out in Chapter 171, Part II, of the Florida Statutes. The following nine municipalities and two fire districts agreed to participate in negotiations with the County to develop an ISBA: Clearwater, Dunedin, Kenneth City, Largo, Pinellas Park, Safety Harbor, St. Petersburg, Seminole, Tarpon Springs, Lealman Special Fire Control District and the Suncoast Fire and Rescue District. During the negotiation process over the past year, both fire districts have decided to discontinue participation in the negotiations.

At its March 27, 2012 meeting, the Board discussed a draft Interlocal Service Boundary Agreement (ISBA) that identified terms and conditions for the voluntary annexation of non-contiguous properties located in Type A enclaves. The Board approved the March 27th draft, with one modification, as a starting point for negotiations with the municipalities and fire districts that agreed to participate in the process of developing an ISBA. The one modification made by the Board to the March 27th draft was to insert the following language in Section 4 relating to annexation agreements: "Furthermore, the subject property to be annexed shall neither involve a property that is subject to an existing annexation agreement on the effective date of this Agreement without the consent of the current owner(s) of the real property, nor provides the basis for annexing an adjoining property that is subject to an annexation agreement without the consent of the current owner(s) of the real property."

The modified March 27th draft ISBA was discussed with representatives from the participating municipalities and the two fire districts at a meeting in Largo City Hall on April 17, 2012. Based on these discussions, the

(initials)

municipalities provided a revised draft in May, which was further modified by County staff. The revised draft ISBA was discussed by the Board on July 10, 2012. The Board had concerns with the revised draft Agreement, and directed that the section on annexation agreements that would have allowed a municipality to annex non-contiguous property without the property owner's consent as long as that owner had earlier signed an annexation agreement be returned to its original language requiring that a city receive consent from the property owner. The Board sent the revised draft Agreement back for further negotiations.

The City of Largo submitted proposed revisions to the draft ISBA to County staff for consideration after the July 10th Board meeting. Modifications to these proposed revisions were agreed to by County and Largo staffs, and the resulting revised draft was submitted in January 2013 to the other municipalities involved in the negotiations for their comments. Staff from each of the negotiating municipalities expressed their support for the revised draft ISBA worked out between the City of Largo and the County. As a result of further discussions between County and Largo staffs, it was agreed last month to make an additional change to Section 5 of the draft ISBA to provide further clarification. The 2013 revised draft is attached to this agenda memorandum, and the revisions are identified with double underlined and struck-through text. The revised draft addresses the concerns of the Board expressed last July in that Section 4 (which discusses voluntary annexation of Type A enclaves within a municipal service area) now states that annexation is considered to be voluntary when a petition for annexation is submitted by the current property owner. Section 4 goes on to say that "a municipality may not execute a petition for annexation on behalf of a property owner under an existing annexation agreement in order to use the voluntary annexation provisions under this Agreement. If the current property owner withdraws a petition for annexation prior to final action by the municipality to annex the property, voluntary annexation of that property may not proceed under this Agreement." In Section 5, if the current property owner had earlier signed an annexation agreement and executed a petition for voluntary annexation, a city could proceed with annexation of the property. The revisions in Section 4, however, would allow the property owner to withdraw the petition for annexation at any time prior to final action by the municipality to annex the property. These additional stipulations provide that any annexation under this Agreement can only occur with the approval of the current property owner. The revisions to Section 6 identify the notices that must be provided by a municipality prior to the two public hearings for each voluntary annexation under this agreement.

Before considering the attached revised draft as the final version of the ISBA, County staff is submitting it to the Board for review to see if the language is acceptable. County staff supports the latest draft ISBA attached to this agenda memo and recommends that the Board approve the language in the draft agreement. If the Board approves the revised language, the governing bodies of the participating municipalities will then review the revised Agreement. Once the participating municipalities have agreed to the language of the ISBA, the County and the participating municipalities must each adopt the agreement by ordinance as required by Section 171.203(14), Florida Statutes. The parties will need to identify when the agreement would take effect in Section 12 of the ISBA.

Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Draft Interlocal Service Boundary Agreement
Map of Type A enclaves in Pinellas County

DRAFT

INTERLOCAL SERVICE BOUNDARY AGREEMENT

This INTERLOCAL SERVICE BOUNDARY AGREEMENT is made and entered into on this _____ day of _____, 2013, by and among the City of Clearwater, City of Dunedin, Town of Kenneth City, City of Largo, City of Pinellas Park, City of Safety Harbor, City of St. Petersburg, City of Seminole, and City of Tarpon Springs, Florida municipalities (hereinafter individually "City" and collectively "Cities"), ~~Lealman Special Fire Control District, Pinellas Suncoast Fire and Rescue,~~ and Pinellas County, a political subdivision of the State of Florida (herein the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, annexation of unincorporated area by the incorporated municipalities of Pinellas County is an ongoing, significant occurrence that has important growth management and service delivery implications to the unincorporated county, the incorporated municipalities, and the citizenry; and

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, one of the goals 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, Section 171.044(1), Florida Statutes prohibits the voluntary annexation of property that is not contiguous to a municipality and within an enclave; and

WHEREAS, given the highly urban character of Pinellas County, a more flexible process providing for municipalities to voluntarily annex non-contiguous property within an enclave is appropriate and desirable within Pinellas County; and

WHEREAS, Section 171.204, Florida Statutes authorizes the parties to enter into an Interlocal Service Boundary Agreement as defined in Part II, Chapter 171, Florida Statutes, to permit non-contiguous, voluntary annexation of property within an enclave as defined in Section 171.031(13)(a), Florida Statutes (hereinafter "Type A enclaves"); and

WHEREAS, pursuant to Section 171.203, Florida Statutes, the County, on December 6, 2011, adopted Resolution No. 11-185 and authorized transmittal to the ten municipalities that

contain Type A enclaves and to the five independent special districts that serve these enclaves; and

WHEREAS, the cities of Clearwater, Dunedin, Largo, Kenneth City, Pinellas Park, Safety Harbor, St. Petersburg, Seminole, and Tarpon Springs, the Lealman Special Fire Control District, and the Pinellas Suncoast Fire and Rescue District responded with their respective resolutions to participate in this process; and

WHEREAS, during the negotiation process to develop the Interlocal Service Boundary Agreement, the Lealman Special Fire Control District and the Pinellas Suncoast Fire and Rescue District have decided not to continue to participate in the negotiation process and be a party to the Interlocal Agreement; and _____

WHEREAS, pursuant to Part II, Chapter 171, Florida Statutes, the Parties hereto agree that the following terms and conditions shall direct the manner in which non-contiguous properties within Type A enclaves may be annexed by the Cities.

NOW, THEREFORE, in consideration of the covenants made by each party to the other, the County and Cities agree as follows:

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Authority. This Interlocal Service Boundary Agreement ("Agreement") is entered into pursuant to the general authority of Part II, Chapter 171, Florida Statutes.

SECTION 3. Municipal Service Area. Pursuant to Section 171.202(11)(a), Florida Statutes, the Municipal Service Area is defined in this Agreement as the areas within the geographical boundaries of Pinellas County as set forth in Section 7.52, Florida Statutes, that meet the definition of an enclave as defined in Section 171.031(13)(a), Florida Statutes, as "any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality," and as set forth in Exhibit A.

SECTION 4. Voluntary Annexation Within a Municipal Service Area. Each City shall have the authority to voluntarily annex real property within the Municipal Service Area that is not contiguous to that municipality as defined in Section 171.031(11), Florida Statutes, and is enclosed within or bounded on all sides by that municipality. Annexation is considered voluntary through the submission of a petition for annexation by the current property owner. A municipality may not execute a petition for annexation on behalf of a property owner under an existing annexation agreement in order to use the voluntary annexation provisions under this Agreement. If the current property owner withdraws a petition for annexation prior to final

action by the municipality to annex the property, voluntary annexation of that property may not proceed under this Agreement.

SECTION 5. Annexation Agreements. The subject property to be annexed shall ~~neither~~ not involve a property that is subject to an existing annexation agreement on the effective date of this Agreement without the consent of the current owner(s) of the real property, unless the current owner is a party to the existing annexation agreement and has executed a petition for voluntary annexation. Property annexed pursuant to this Agreement shall not provide ~~nor provides~~ the basis for annexing an adjoining property that is subject to an annexation agreement without the consent of the current owner(s) of the real property.

SECTION 6. Procedure for Voluntary Annexation Within a Municipal Service Area. The owner or owners, or his/her or their agent, of real property that meets the requirements of Section 4 above, may petition the governing body of the municipality that said property be annexed into the municipality and the municipality may annex said property. The Parties agree to comply with the prerequisites to annexation as defined in Section 171.204, Florida Statutes and in Chapter 171, Part II, as are applicable. Thus, all notice requirements applicable to voluntary annexations under Chapter 171, Florida Statutes, which presently include notice of each of two public hearings published in a newspaper, notice to the property owner prior to each public hearing by certified mail and notice to Pinellas County prior to the first public hearing, shall be required. The County and the Cities agree to negotiate in good faith separate joint planning agreements for the Municipal Service Areas in order to comply with Section 171.204(2), Florida Statutes. All agreements relating to annexation existing on the Effective Date of this Agreement, whether settlement agreements or otherwise, between any of the Parties, are not intended to and shall not be amended or superseded by this Agreement and shall remain in full force and effect.

SECTION 7. Effect of Agreement. The procedure of Sections 4, 5, and 6 shall affect only the voluntary annexation of real property located within the Municipal Service Area as established by this Agreement. The procedures provided in Chapter 171, Part I, Florida Statutes governing annexation shall remain in full force and effect, except as modified in this Agreement.

SECTION 8. Term. The term of this Agreement shall be twenty (20) years. The renegotiation of this Agreement, if desired, must begin at least eighteen (18) months before its termination date.

SECTION 9. Periodic Review. The Parties agree to perform a periodic review of the Agreement at the conclusion on the 6th, 12th, and 18th years of the Agreement. The Cities agree to submit to the County the parcel number, date of annexation, size, the County Taxable Value as determined by the Pinellas County Property Appraiser and future land use map designation of each parcel that has been annexed in the prior six year period pursuant to the authority granted in

this Agreement, as well as any issues pertaining to the implementation of the Agreement. The County agrees to collate this information into a summary report.

SECTION 10. Notice. Notice by any of the Parties to the other Parties pursuant to this Agreement shall be given in writing and hand-delivered or mailed via certified mail, return receipt requested as follows:

If to the County:	County Administrator 315 Court Street Clearwater, Florida 33761
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If to the City of Dunedin:	City Manager 542 Main Street Dunedin, FL 34698
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If to the City of Largo:	City Manager P.O. Box 296 Largo, FL 33779-0296
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If to the City of Safety Harbor:	City Manager 750 Main Street Safety Harbor, FL 34695
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If to the City of Clearwater:	City Manager P.O. Box 4748 Clearwater, FL 33758-4748
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If to the City of St. Petersburg:	City Administrator 175 Fifth Street N P.O. Box 2842 St. Petersburg, FL 33731
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If to the City of Pinellas Park:	City Manager 5141 78 th Avenue Pinellas Park, FL 33781
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If to the City of Seminole:

City Manager
9199 113th Street N.
Seminole, FL 33772

SECTION 11. Construction. This Agreement shall be construed as an expression of inter-agency cooperation enabling the parties to conduct annexations within the Municipal Service Area established herein in a more efficient manner. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

SECTION 12. Filing; Effective Date. This Agreement shall take effect on _____.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

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

By: _____
Chair

Approved as to Form:

ATTEST:
KEN BURKE, CLERK

County Attorney

Deputy Clerk

CITY OF LARGO
a municipal corporation

By: _____
Norton Craig, City Manager

REVIEWED AND APPROVED:

Alan S. Zimmet, City Attorney

ATTEST:

Diane Bruner, City Clerk

CITY OF DUNEDIN
a municipal corporation

By: _____
Rob DiSpirito, City Manager

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

ATTEST:

Denise Schlegel, City Clerk

CITY OF CLEARWATER
a municipal corporation

By: _____
William B. Horne, II, City Manager

APPROVED AS TO FORM:

Pamela K. Akin, City Attorney

ATTEST:

Rosemarie Call, City Clerk

CITY OF PINELLAS PARK
a municipal corporation

By: _____
Michael Gustafson, City Manager

APPROVED AS TO FORM:

James W. Denhardt, City Attorney

ATTEST:

Diane Corna, City Clerk

CITY OF SAFETY HARBOR
a municipal corporation

By: _____
Matt Spoor, City Manager

APPROVED AS TO FORM:

Alan S. Zimmet, City Attorney

ATTEST:

Karen Sammons, City Clerk

CITY OF ST. PETERSBURG
a municipal corporation

By: _____
Tish Elston, City Administrator

APPROVED AS TO FORM:

Jeanne Hoffmann, City Attorney

ATTEST:

Eva Andujar, City Clerk

TOWN OF KENNETH CITY
a municipal corporation

By: _____
Teresa Zemaitis, Mayor

APPROVED AS TO FORM:

John Elias, Town Attorney

ATTEST:

Susan Scrogam, City Clerk

CITY OF TARPON SPRINGS
a municipal corporation

By: _____
Mark LeCouris, City Manager

APPROVED AS TO FORM:

James Yacavone, City Attorney

ATTEST:

Irene Jacobs, City Clerk

CITY OF SEMINOLE
a municipal corporation

By: _____
Frank Edmunds, City Manager

APPROVED AS TO FORM:

John Elias, City Attorney

ATTEST:

Rose Benoit, City Clerk

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April 12, 2013

