

**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").

**W I T N E S S E T H :**

**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 herby 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. 06-7171-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.

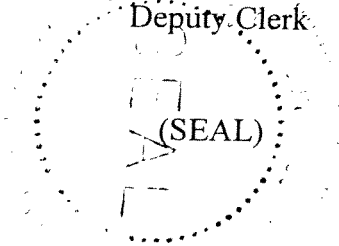
**END OF SUBSTANTIVE PROVISIONS. SIGNATURE PAGES TO FOLLOW.**

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:

*H. Bennett*  
Office of the County Attorney