

**AGENDA**  
**LEALMAN SPECIAL FIRE CONTROL DISTRICT TASK FORCE**  
**PARK STATION, 5851 PARK BLVD., ROOM 202, PINELLAS PARK**  
**WEDNESDAY, SEPTEMBER 28, 2007 – 2:00 P.M.**

- I. **CALL TO ORDER** Commissioner Welch
  
- II. **PLEDGE OF ALLEGIANCE** Commissioner Harriman
  
- III. **INTRODUCTIONS** Commissioner Welch
  
- IV. **APPROVAL OF THE AGENDA** Commissioner Welch
  
- V. **APPROVAL OF MINUTES** – September 12, 2007 Commissioner Welch
  
- VI. **NEW BUSINESS**
  - A. Review of Attorney/Staff Work Session Jon Kieffer, Facilitator
  - B. Discussion/Resolution of Issues Task Force
    - 1. Terms of Agreement
    - 2. Reimbursement to District
    - 3. Geographic Boundaries
  - C. Procedure to move forward Task Force
  
- VII. **PUBLIC COMMENTS**
  
- IX. **OTHER BUSINESS** Task Force
  - A. Schedule for future meetings and Public Hearing
  
- VIII. **ADJOURNMENT**

In compliance with the Americans with Disabilities Act of 1990 (ADA), provides reasonable accommodations for this proceeding. Persons with disabilities requesting an accommodation under ADA should contact the Pinellas Park City Clerks Office three business days prior to the meeting by calling 727-541-0706.

**LEALMAN SPECIAL FIRE CONTROL DISTRICT TASK FORCE  
PARK STATION, 5851 PARK BLVD., ROOM 202, PINELLAS PARK  
SEPTEMBER 12, 2007 – 8:30 A.M.**

Members Present: Pinellas Park Mayor, Bill Mischler - St. Petersburg First Deputy Mayor, Tish Elston - Pinellas County Board of County Commissioners, Ken Welch – Lealman Special Fire Control District Chairman, Rebecca Harriman

Facilitator: Jon Kieffer, Esquire

Ex Officio Members: Town of Kenneth City Mayor, Muriel Whitman – Seminole Mayor, Jimmy Johnson.

**I. CALL TO ORDER**

Chairman Welch called the meeting to order at 8:42 A.M.

**II. PLEDGE OF ALLEGIANCE**

Ms. Whitman led the pledge of allegiance.

**III. INTRODUCTION JANET LONG**

Chairman Welch stated in lieu of introductions he would like to introduce Representative Janet Long.

Representative Long stated as the sponsor of the bill creating this Task Force she is exceptionally pleased the Task Force is meeting to deal with this issue.

**IV. APPROVAL OF THE AGENDA**

**MOTION** was made by Ms. Elston, and **SECONDED** by Mr. Mischler to **APPROVE** the Agenda of September 12, 2007.

Voting Yea: Ms. Tish Elston  
Ms. Rebecca Harriman  
Mr. William Mischler  
Mr. Kenneth Welch

Voting Nay: None  
Absent: None  
Abstaining: None

**MOTION CARRIED UNANIMOUSLY**

**V. APPROVAL OF MINUTES**

**MOTION** was made by Ms. Harriman and **SECONDED** by Ms. Elston to **APPROVE** the Minutes of September 5, 2007.

Voting Yea: Ms. Tish Elston  
Ms. Rebecca Harriman  
Mr. William Mischler  
Mr. Kenneth Welch

Voting Nay: None  
Absent: None  
Abstaining: None

**MOTION CARRIED UNANIMOUSLY**

**VI. NEW BUSINESS**

**A. Discussion of Proposed Interlocal Agreement by Pinellas Park, Terms of an Agreement and Reimbursement to District.**

Facilitator Kieffer stated at the last meeting Pinellas Park proposed an interlocal agreement and the City of St. Petersburg was mostly in agreement with what was proposed.

Ms. Elston stated St. Petersburg is prepared to get into some areas in greater depth.

Facilitator Kieffer asked about a formula to get compensation.

Ms. Elston stated St. Petersburg has done additional work in this area but she would like to hear from the District.

Facilitator Kieffer asked if St. Petersburg is in align with what was proposed by Pinellas Park?

Ms. Elston stated that is correct.

Attorney Mooney stated the District prepared a response to Pinellas Park's proposed interlocal agreement (proposed agreement) at the last meeting which has not been reviewed by the District's Commissioners yet.

Attorney Mooney provided an outline of the items in the proposed agreement.

Attorney Mooney stated the District previously proposed a 20 year term due to political and operational stability. The District can only operate efficiently and maintain employees and make capital improvements if the District knows it is going to be in existence. Uncertainty or a shortened time frame for existence can impair and impact the taxpayers, capital improvements, capital investments, contracts and equipment purchases.

Attorney Mooney stated there are capital and equipment investments the District needs to make to provide services. Personnel, Pension and Bonding are all issues affected by a short time frame.

Attorney Mooney stated the District understands there will be annexation, but the established boundaries need to be determined and set in an agreement.

Attorney Mooney stated as annexation occurs the Task Force needs to factor in the provisions of Emergency Medical Services (EMS). As annexations occur the Task Force needs to factor in who is going to provide EMS services and there should be a provision in the agreement that continues EMS out of the two District stations.

Attorney Mooney stated the proposed agreement has a provision where Pinellas County collects taxes, fees and assessments. There will still be an issue with unincorporated areas and this shifts unnecessary burden to Pinellas County.

Attorney Mooney stated the proposed agreement requires the City to pay the District for only the portion of the Cities millage attributable to the City providing fire services to its residents for a four year term. This formula is inconsistent with F.S. Chapter 171.093 (4)(a) because the District is entitled to the Cities paying the District an amount equal to the ad valorem taxes or assessment that would have been collected had the property remained in the District. The District is unwilling to give this entitlement up unless there is another benefit given to the District in exchange.

Attorney Mooney stated the parties cannot contract to dissolve the District because F.S. 189.4042 specifically sets forth how to dissolve an Independent Fire District that has ad valorem power. The District is not going to agree to its dissolution under any terms.

Attorney Mooney stated there was an option for dissolution that was specifically rejected by the Task Force and the decision was made to move forward with a meaningful interlocal agreement. The District was quite alarmed by this proposal.

Attorney Mooney stated the dissolution of an Independent Special District can only occur by a vote of the taxpayers within the District boundaries and that provision is set forth in F.S. 189.4042(2). The same procedure required to grant such Independent District ad valorem annexation powers shall also be required to dissolve or merge the District. Article 7 Section 9 of the Florida Constitution requires a referendum of the property owners within any area that is creating a Special District with ad valorem power and a referendum created the District in 2000 and gave ad valorem taxation powers. The only way to dissolve the District is by a vote of its residents. Any proposal suggesting otherwise is going to be rejected by the District.

Attorney Mooney stated the District is not going to agree to give away their assets upon dissolution and the District rejects any proposal suggesting it dissolve itself and transfer the assets away from the taxpayers who funded the stations.

Attorney Mooney stated the District is not going to agree to any prohibition that impairs its ability to meet with its Legislative Delegation Members. If an agreement is enacted there may be a value to having the Legislature memorialize the agreement in a Special Act.

Attorney Mooney stated there is a penalty clause in the proposed agreement that is an improper way to obtain indemnification for a breach from contract. Local governments are barred from entering into contracts that have such an indemnification provision and the proposed penalties are unreasonable. If the intent of this provision to be a mechanism to enforce and preserve the terms of the agreement, then it is the District's position it would be better served to include an attorney fee provision for enforcement.

Attorney Mooney stated the last provision of the proposed agreement suggests the District dismiss its current lawsuit against the Cities. There is no consideration in the agreement for the District to consider dismissing its lawsuit because Pinellas Park has not given up anything to the District to warrant such a dismissal.

Attorney Mooney stated the District wants to negotiate in good faith. Anything proposed to dissolve the District is not a proposal they are willing to consider because it is something the Task Force had rejected at a previous meeting

Attorney Mooney stated the proposed agreement fails to consider the District's sovereignty, personnel and continued operations. There has never been a suggestion the District runs inefficiently but it is suggested the Cities operate at a lower millage rate than the District but the Cities have other revenues used to fund Fire Services. It takes 3.6 mils for the District to run the Fire Department and if the Cities are suggesting it will only take 2.6 mils then where will the difference be made up if the District's stations are taken over? The extra mil will come back to the District and Cities to make up for the Fire Service millage funding.

Attorney Mooney stated the proposal is in contradiction to the purpose of the Task Force which is to review the District's enforcement and service providing authority over annexed lands and not to dissolve the District.

Attorney Mooney stated F.S. 171.093(3) suggests several points that are appropriate for an interlocal agreement.

Attorney Mooney stated St. Petersburg raised issues with the formula for reimbursement methodology, length of agreement, dismissal of lawsuit and not lobbying for changes of annexation while the agreement is in effect. The District is willing to engage in dialogue on issues raised by St. Petersburg.

Facilitator Kieffer stated he understands from the District's legal standpoint there cannot be an interlocal agreement that dissolves the District.

Attorney Mooney stated that is correct.

Mr. Mischler stated since the District's response was just received Pinellas Park is not at liberty to discuss anything.

Ms. Elston stated she never understood that the Task Force rejected the idea of dissolution because St. Petersburg needs it to be a part of what the interlocal agreement encompasses.

Ms. Elston stated if a referendum is required to dissolve the District then the agreement should include what would trigger that referendum. It has been mentioned that at some point the amount of property annexed out of the District would be a land mass trigger that may specify when a referendum would be occurring.

Ms. Elston stated adding a special act defeats the purpose of what the Task Force is for so and that additional layer doesn't add anything to what the Task Force is accomplishing.

Ms. Elston stated even with all the additional revenues St. Petersburg adds to fund the Fire Department it will not be anywhere close to the millage rate the District's residents pay. St. Petersburg provides a number of additional services within the dollars it spends on the Fire Department that the District does not provide. It is not logical for annexed parcels to pay more for a service and get less service so funding formulas need to be discussed.

Ms. Elston stated she firmly believes an agreement can be reached and she is committed to doing that.

Attorney Mooney stated City and County agencies have home rule authority and the District has to act within the confines of F.S. 189 and 191. There is a distinction between how all the parties operate and what can be done.

Attorney Mooney stated the suggestion for a Special Act is just an idea.

Attorney Mooney stated she understands St. Petersburg provides services the District doesn't and requested help understanding the funding mechanisms that are used.

Ms. Elston state the St. Petersburg Fire Staff is preparing information on funding for discussion.

Chairman Welch stated there is 50 days to get a report to the Legislature. The purpose is to develop alternatives for the Legislature to consider in light of the expiration of the Farkas Bill. The Task Force is not meeting to discuss dissolution. Dissolution was discussed and met with a split vote so dissolution is off the table.

Chairman Welch stated he does not think a Special Act is necessary.

Chairman Welch stated he is confused about District's position on the dismissal of the lawsuit because he thought the District agreed to include that in the agreement.

Chairman Welch stated the focus should be on term, the boundaries for where annexation can occur and what triggers reimbursement and the funding formula. Those issues should be focused on and not include dissolution.

Attorney Mooney stated with the proposed agreement dismissal of the lawsuit will not be considered because the District is not getting anything out of the agreement. Dismissal of the lawsuit was considered if there was a formula established to move forward and the Cities wouldn't have to be sued in the future.

Attorney Mooney stated the District agrees the term, boundary and funding are three points needing clarification and consensus from the Task Force. The District thinks it needs 20 years to operate stable and efficient.

Chairman Welch requested the District consider a 15 year term for the agreement that does not mandate dissolution.

Chairman Welch requested proposals are e-mailed as soon as available.

Ms. Whitman stated she has heard more about dissolution then anything else and asked if there are still boundaries where entities can annex?

Pinellas Park Planning Council Executive Director, Dave Healey, stated the boundaries still exist today under Pinellas County Ordinance 00-63 which is under review by the District Court of Appeals for a second decision on the reality of that ordinance.

Mr. Johnson stated at this time the City of Seminole had no comment.

Ms. Elston suggested the attorneys for each entity meet and establish perimeters and work to narrow the down the breadth of how far apart parties are on the issues.

Chairman Welch stated he thinks it is a good idea but asked if it needs to be noticed as a meeting?

Mr. Mischler stated he does not think it is required for the attorneys to meet according to the Sunshine Law.

Chairman Welch asked the attorneys if there are issues with the Sunshine Law if they meet? All attorneys signified they did not.

Facilitator Kieffer stated this is an excellent idea and progress can be made with the attorneys meeting.

Facilitator Kieffer stated the issues are on the table and the dissolution topic needs to be discussed by the attorneys.

Facilitator Kieffer asked when a public meeting will be held because it needs to be set up.

Chairman Welch asked what the issues are the attorneys will discuss when they meet?

Attorney Mooney stated the most consensus issues are term, boundaries and funding. If there is agreement on these topics, the rest will fall into line.

Ms. Elston stated she believes Seminole and Kenneth City have important issues and an agreement needs to protect and encompass them.

Facilitator Kieffer asked what will happen if this Task Force fails?

Ms. Elston stated they won't fail.

Chairman Welch stated he would like to see something substantial to vote on September 28, 2007, to allow a public hearing in October and would like an agreement to be proposed.

Consensus was to arrange for a public hearing the third week of October at Dixie Hollins High School. Discussion was held on the meeting dates for each entity.

Chairman Welch stated the plan is to have a proposal at the next meeting to bring back to respective Councils and Commissions for the first meetings in October and if approved then it will be brought to the public hearing.

Ms. Elston clarified it would be a blessing of City Council in concept and not a final decision, just a blessing to go forward to the public.

Chairman Welch stated a report will be submitted to the Legislature.

Facilitator Kieffer stated he thinks the Task Force is supposed to work out an agreement. If that happens then the Legislature is not interested any further.

Chairman Welch asked if that means the report can say there is an interlocal agreement everyone agrees to?

Facilitator Kieffer stated the Special Act creating the Task Force requires determining if the Farkas Bill will sunset or rescind. Representative Long has indicated the Task Force needs to come to a solution.

Ms. Elston requested the attorneys look into what each Council/Commission needs to do and what a logical process for approval would be.

Facilitator Kieffer stated the attorneys should derive terms based on what they are willing to recommend to their entity.

Discussion was held on when attorney meetings will be.

Mr. Mischler stated in the agreement the Farkas Bill will sunset July 1, 2008, and the interlocal agreement will take effect at that time.

Attorney Mooney stated that could be a recommendation for the Legislative Delegation. There may want another request for a special act and an interlocal agreement won't necessarily foreclose a Special Act.

Mr. Mischler stated he understood there would only be a recommendation sent to the Legislative Delegation.

Attorney Mooney stated she understands the Task Force is required to make a recommendation with regard to the Farkas Bill but what the recommendation is going to be hasn't been determined.

Facilitator Kieffer stated if there is an interlocal agreement reached, then the Farkas Bill will sunset July 1, 2008.

Ms. Elston stated from St. Petersburg's standpoint the issue of the District is separated from the issue of Lealman and the interest is not doing away with Lealman or taking away its identity. The issue is dealing with the practical issues pertaining to the District.

## **VII. PUBLIC INPUT**

Chairman Welch stated the public is allowed to speak for three minutes unless they are represented on the Task Force.

Sasha Freedman, 6439 41<sup>st</sup> Avenue, Lealman resident, read a letter on duties of the District, annexations and composition of the Task Force.

Ms. Freedman stated Lealman residents need to be heard on all issues before the Task Force before making decisions which affect them and there needs to be legal assistance provided to residents to organize a referendum.

Ms. Freeman requested the Farkas Bill is kept in full force until the people are properly represented and all affected parties can make their wishes known through public hearings.

Winthrop Newton, IAFF Local 747, stated his understands the direction is to develop an agreement to determine a funding source but not to dissolve the District.

Chairman Welch stated that is basically it.

Mr. Newton stated he asks that the employees of the District are put to rest on how the Task Force will affect them.

Chairman Welch stated in his opinion this issue is about the Farkas Bill sunseting and the Legislature requested the Task Force develop alternatives to replace that. The issue has always been about funding and not dissolving the District but the fiscal viability of the District does come into question if the large commercial properties are annexed over the years. The goal is to develop an agreement to provide reimbursement when properties are annexed.

Mr. Newton stated if there is nothing that is going to happen to employees then please confirm that.

Chairman Welch stated the Task Force is trying to develop a mechanism to reimburse the District when properties are annex.

Ms. Elston stated she still thinks there needs to be a trigger in the agreement on when it is appropriate to consider the District's future.

Tom Muntz, 721 83<sup>rd</sup> Avenue, stated he previously stated concern with the Gandy Independent District and he spoke with St. Petersburg Officials and he now feels comfortable for the residents in that area.

Pinellas Park Attorney Denhardt requested the attorneys stay to schedule meetings and requested staff provide funding formulas for the entities.

Lealman Fire Chief Graham stated the only funding for the District is ad valorem.

Mr. Mischler asked if there are any additional sources for funding for the District?

Ms. Elston stated she is looking for what services are provided and the next fiscal year budget.

#### **IX. OTHER BUSINESS**

- A. The next meeting was scheduled for Friday, September 28, 2007, at 2:00 p.m.
- B. A Public Hearing was tentatively scheduled for the week of October 15, 2007.

#### **VIII. ADJOURNMENT**

Meeting was adjourned at 10:02 a.m.

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Kenneth T. Welch, Chairman  
Lealman Special Fire Control District Task Force

/cgg

**Proposed at Task Force meeting on 8.27.07**

**SEMINOLE PROPOSAL 9-13-07**

**CITY OF SEMINOLE & LEALMAN SPECIAL FIRE CONTROL DISTRICT  
FIRE PROTECTION SERVICES  
INTERLOCAL AGREEMENT**

Pursuant to Section 163.01 Florida Statutes, Chapters 166, 171, 191 Florida Statutes and Chapters 2000-246, as amended by 2002-352, Laws of Florida, and the October 16, 1990 Automatic Aid/Closest Unit Response Agreement for Fire Protection, this Interlocal Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the LEALMAN SPECIAL FIRE CONTROL DISTRICT, an independent special taxing fire protection and rescue service district organized in and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as the "DISTRICT"), and THE CITY OF SEMINOLE, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY").

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes was promulgated to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will afford the best services to communities taking into account geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the DISTRICT currently operates 2 fire stations, known as Stations 18 and 19, strategically located within the DISTRICT'S jurisdictional boundary to provide fire and rescue services to approximately 43,000 residents within in an eleven square mile radius, that is more particularly set forth in Exhibit "A"; and

WHEREAS, the DISTRICT, in order to comply with the minimum fire safety standards promulgated under Section 633.025, Fla. Stat. has incurred and continues to incur substantial costs for the operation of its Stations 18 and 19, its equipment and staffing needs due to the actual and anticipated rate of development in Pinellas County, Florida; and

WHEREAS, the DISTRICT has the authority to raise funds for fire and rescue services through Ad Valorem taxes on all property within the DISTRICT; and

WHEREAS, the DISTRICT has been authorized by special act to levy ad valorem taxes, non-ad valorem assessments and impact fees against all non-exempt property within the DISTRICT; and

WHEREAS, the CITY has previously annexed property within the DISTRICT and **may** ~~has indicated an intention to~~ continue to annex Property currently within the DISTRICT'S boundaries; and

## **Proposed at Task Force meeting on 8.27.07**

WHEREAS, the CITY has indicated that the DISTRICT will continue to provide firefighting and fire protection services to areas annexed by the CITY that were formerly within the DISTRICT'S boundaries; and

WHEREAS, the DISTRICT currently remains the most suitable and physically proximate fire station to provide firefighting and fire protection services to property within the areas that ~~will~~ **may** be annexed by the CITY in the future; and

**WHEREAS, the DISTRICT agrees not to contract for fire related services for properties located within the Seminole Fire Control District for the term of this Agreement; and**

WHEREAS, the CITY and DISTRICT have agreed to enter into an Interlocal Agreement addressing the orderly transfer of service responsibilities, real assets, equipment, and personnel pursuant to Section 171.093(3), Florida Statutes upon the conditions set forth in this Agreement.

NOW THEREFORE, it is agreed and understood by and between the parties hereto as follows:

### **SECTION 1 – TERM**

1.1 The DISTRICT will provide firefighting and fire protection services in the form of First Response to any areas annexed by the CITY and currently served by the DISTRICT for a term of ~~20~~ (    ) years beginning with the effective date of this Agreement. Except for the commencement of this Agreement, this Agreement shall be deemed to operate on the CITY'S and DISTRICT'S fiscal year which begins on October 1 and ends on September 30.

1.2 Unless a supplemental Interlocal Agreement is reached between the DISTRICT and CITY, after ~~20~~ (    ) years from the execution date of this Agreement, the CITY'S Fire Department will take over from the DISTRICT and perform all of the firefighting and fire protection services for any annexed areas (the "Termination Date").

1.3 The Parties' obligations under this Agreement shall cease on the Termination Date and the Agreement shall be considered terminated and of no further force and effect, except as to the performance of the funding of any amounts due to the DISTRICT, pursuant to this Agreement or as permitted by general or special law.

1.4 During the term of this Agreement, the CITY shall approve all development plan reviews, building permit fire inspections and fire inspections for buildings and structures within areas annexed by the CITY.

1.5 All fire and building inspections within the areas annexed by the CITY, including but not limited to those inspections required for the issuance of Certificates of Occupancy or for fire prevention activities and/or interpretation and enforcement of applicable codes, and other activities, shall be in accordance with and governed by the requirements, policies and procedures set forth in the Florida Fire Prevention Code.

## Proposed at Task Force meeting on 8.27.07

### SECTION 2 – CONSIDERATION

In consideration for providing the services outlined herein, and while this Agreement remains in full force and effect, the CITY will have the primary responsibility for the collection of any taxes, assessment or fees for payment for services under this Agreement.

### SECTION 3 - AD VALOREM

3.1 Ad Valorem. The DISTRICT currently levies ad valorem taxes of 3.69 mills against all non-exempt property within the DISTRICT for fire protection services. The CITY currently levies ad valorem taxes **in the amount of 2.4793 mills**, a portion of which encompasses the cost associated with the CITY providing fire services to its residents. The parties agree that the CITY will pay the DISTRICT **for annexations that occur after the execution date of this agreement an amount based on an** agreed upon formula that **partially** compensates the DISTRICT for its loss of ad valorem tax revenue due to the CITY'S annexations. ~~The CITY will pay the DISTRICT an amount equal to the millage levied by the CITY within its annexed areas for fire protection services, and any additional fire protection assessments or fees collected within the annexed area, and any other non ad valorem revenue collected by the CITY that the property owners within the annexed area pay for the value and benefit received from the CITY's fire protection services.~~ **The formula shall be the total CITY fire department appropriation, minus direct fire department revenues to establish Seminole's taxpayer cost. The cost will be computed as a percentage of the CITY'S total appropriation less the fire department's revenues. The identified percentage will be applied to the CITY'S millage rate in order to establish the FIRE DEPARTMENT MILLAGE RATE cost for the CITY'S taxpayers (see Exhibit B). The taxable value of the annexed property divided by 1,000 shall be multiplied by the FIRE DEPARTMENT MILLAGE RATE to determine the amount due to the DISTRICT.** The CITY'S fire millage rate determination for annexed property and any assessment and fee revenue shall be determined annually in a manner that considers the actual development on the property.

Payment of the fee **for properties annexed on or before May 1<sup>st</sup> of each year** will be rendered annually beginning on ~~[to be discussed]~~ **January 15<sup>th</sup>** of the calendar year following the year of the effective date of this Agreement and on the ~~first~~ **fifteenth (15<sup>th</sup>)** day of ~~[to be discussed]~~ **January** each calendar year for the duration of this Agreement. The above-referenced fee shall become applicable at the time the CITY annexes property within the DISTRICT'S boundaries.

3.2 Annual Fee Adjustment. Any adjustment in the cost of the services provided by the DISTRICT or the CITY must be according to applicable law. Notwithstanding the foregoing, the parties to this Agreement acknowledge that this Agreement is based upon the premise that in the absence of annexations into the DISTRICT'S boundaries, the annual ad valorem taxes, assessments and fees for firefighting and fire protection services charged by the DISTRICT will be similar to those in the currently established boundaries of the CITY.

## **Proposed at Task Force meeting on 8.27.07**

### **SECTION 4 – EFFECT**

**The DISTRICT shall not contract for fire related services for properties located within the Seminole Control Fire District during the term of this Agreement.**

### **SECTION 5 - TERMINATION**

This Agreement shall be for a term of ~~20~~ (\_\_\_) years as set forth in Section 1. This Agreement shall be renewed automatically for a second ~~20~~- (\_\_\_) year term unless the CITY provides written notice to the DISTRICT at least one year prior to the Termination Date. If the CITY provides written notice to the DISTRICT at least one year prior to the Termination Date, the Agreement shall terminate on the Termination Date as set forth herein and the DISTRICT and CITY shall have no further obligation under this Agreement other than the CITY'S obligation to pay the DISTRICT for the DISTRICT'S services up until the date of termination pursuant to the terms of this Agreement.

### **SECTION 6 - NOTICES**

Any and all notices required or permitted to be delivered pursuant to the terms of this Agreement shall be effective upon receipt but in any event no later than three days after posting by U.S. Mail, certified or registered postage pre-paid or one day after delivery to an expedited courier service such as Federal Express to the address listed below. Any of the parties described herein may change their address by giving notice to all other parties set forth in this sub-section.

If the DISTRICT:      Lealman Special Fire Control District  
                                 4360 55th Ave. North  
                                 St. Petersburg, FL 33714  
                                 Attention: Chief Richard Graham

If the CITY:            The City of Seminole  
                                 Seminole City Hall  
                                 9199 113<sup>th</sup> Street North  
                                 Seminole, Florida 33772  
                                 Attention: Frank Edmunds, City Manager

### **SECTION 7 - APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

### **SECTION 8 – VENUE**

Each of the parties hereto are authorized to enforce the terms of this Agreement in a court of law in Pinellas County, Florida, and may seek all remedies available at law and in equity. The prevailing party in any such litigation shall be entitled to reasonable costs and attorneys' fees, including fees incurred through any appeals. The parties to this Agreement hereby waive

**Proposed at Task Force meeting on 8.27.07**

any obligation to participate in the meetings, mediations and negotiations set forth in the Florida Governmental Conflict Resolution Act, Chapter 164 of the Florida Statutes.

**SECTION 9- VALIDITY**

In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, such invalidity or illegality or unenforceability will not effect any other provision hereof and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

**SECTION 10 – EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_ 2007.

**SECTION 11– ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties and any previous agreements, whether written or oral, are superseded by this Agreement. Any amendment of this Agreement must be reduced to writing and executed with the same formality by both parties.

**SECTION 12– RECORDATION**

This Agreement shall be recorded in the Public Records of Pinellas County, Florida.

THE PARTIES HERETO have signed this Agreement as of the Effective Date.

**WITNESSES:**

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Print Name)

**LEALMAN SPECIAL FIRE CONTROL DISTRICT**, an independent special taxing fire protection and rescue service district organized in and existing under and by virtue of the laws of the State of Florida.

By: \_\_\_\_\_  
D.S. \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

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**THE CITY OF SEMINOLE, FLORIDA**, a  
municipal corporation of the State of Florida.

By: \_\_\_\_\_

D.S. \_\_\_\_\_

(Print Name)

(Date)

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Print Name)

**Proposed at Task Force meeting on 8.27.07**

**CITY OF SEMINOLE PROPOSAL**

**(Formula Example Using FY 2008)**

| <b>Exhibit B</b> |   |                      |                              |
|------------------|---|----------------------|------------------------------|
| <b>a.</b>        | <b>Fire appropriation</b>                               | <b>9,990,948.0</b>   |                              |
| <b>b.</b>        | <b>Fire related revenue</b>                             | <b>(7,768,701.0)</b> |                              |
| <b>c.</b>        | <b>City Expense for Fire</b>                            | <b>2,222,247.0</b>   | <b>a + b</b>                 |
| <b>d.</b>        | <b>Other City Services</b>                              | <b>7,887,465.0</b>   | <b>total City budget - a</b> |
| <b>e.</b>        | <b>Total appropriation minus fire related revenues.</b> | <b>10,109,712.0</b>  | <b>total City budget - b</b> |
| <b>f.</b>        | <b>% Fire Expense</b>                                   | <b>21.98%</b>        | <b>c / e</b>                 |
| <b>g.</b>        | <b>City millage</b>                                     | <b>2.4793</b>        |                              |
| <b>h.</b>        | <b>Prorated millage rate</b>                            | <b>0.5450</b>        | <b>g * f</b>                 |

**Proposed by City of Seminole 13 Sept 07**

**CITY OF SEMINOLE & LEALMAN SPECIAL FIRE CONTROL DISTRICT  
NON-ANNEXATION & NON-CONTRACT INTERLOCAL AGREEMENT**

Pursuant to Section 163.01 Florida Statutes, Chapters 166, 171, 191 Florida Statutes and Chapters 2000-246, as amended by 2002-352, Laws of Florida, and the October 16, 1990 Automatic Aid/Closest Unit Response Agreement for Fire Protection, this Interlocal Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the LEALMAN SPECIAL FIRE CONTROL DISTRICT, an independent special taxing fire protection and rescue service district organized in and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as the "DISTRICT"), and THE CITY OF SEMINOLE, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY").

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes was promulgated to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will afford the best services to communities taking into account geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the DISTRICT currently operates 2 fire stations, known as Stations 18 and 19, strategically located within the DISTRICT'S jurisdictional boundary to provide fire and rescue services to approximately 43,000 residents within in an eleven square mile radius, that is more particularly set forth in Exhibit "A"; and

WHEREAS, the DISTRICT, in order to comply with the minimum fire safety standards promulgated under Section 633.025, Fla. Stat. has incurred and continues to incur substantial costs for the operation of its Stations 18 and 19, its equipment and staffing needs due to the actual and anticipated rate of development in Pinellas County, Florida; and

WHEREAS, the DISTRICT has the authority to raise funds for fire and rescue services through Ad Valorem taxes on all property within the DISTRICT; and

WHEREAS, the DISTRICT has been authorized by special act to levy ad valorem taxes, non-ad valorem assessments and impact fees against all non-exempt property within the DISTRICT; and

WHEREAS, the CITY has previously annexed property within the DISTRICT; and

WHEREAS, the CITY now commits that that the CITY shall not annex property within the DISTRICT as set forth in Exhibit "A" upon the execution of this agreement; and

**Proposed by the City of Seminole – 13 Sept 07**

WHEREAS, the CITY and DISTRICT have agreed to enter into an Interlocal Agreement addressing the issue of non-annexation within the DISTRICT; and

WHEREAS, the CITY and DISTRICT have agreed that a special act should be sponsored by the Pinellas Legislative delegation, and adopted by the Legislature, to convert the terms of this Interlocal Agreement into law.

NOW THEREFORE, it is agreed and understood by and between the parties hereto as follows:

**SECTION 1 – EFFECT**

- 1.1 The CITY shall not annex within the DISTRICT as set forth in Exhibit “A” for a term of \_\_\_\_\_ ( ) years beginning with the effective date of this Agreement.
- 1.2 The DISTRICT shall not contract for fire related services for properties located within the Seminole Fire Control District as set forth in Exhibit “B” for a term of \_\_\_\_\_ ( ) years beginning with the effective date of this Agreement.

**SECTION 2 - TERM**

This Agreement shall be for a term of \_\_\_\_\_ ( ) years as set forth in Section 1. The CITY’s obligation under this Agreement shall cease after \_\_\_\_\_ ( ) years from effective date this Agreement, when said Agreement shall be considered terminated and of no further force and effect.

**SECTION 3 – NOTICES**

Any and all notices required or permitted to be delivered pursuant to the terms of this Agreement shall be effective upon receipt but in any event no later than three days after posting by U.S. Mail, certified or registered postage pre-paid or one day after delivery to an expedited courier service such as Federal Express to the address listed below. Any of the parties described herein may change their address by giving notice to all other parties set forth in this sub-section.

If the DISTRICT:      Lealman Special Fire Control District  
4360 55th Ave. North  
St. Petersburg, FL 33714  
Attention: Chief Richard Graham

If the CITY:            The City of Seminole  
Seminole City Hall  
9199 113<sup>th</sup> Street North  
Seminole, Florida 33772  
Attention: Frank Edmunds, City Manager

**SECTION 4 – APPLICABLE LAW**

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This Agreement shall be construed in accordance with the laws of the State of Florida.

**SECTION 5 – VENUE**

Each of the parties hereto are authorized to enforce the terms of this Agreement in a court of law in Pinellas County, Florida, and may seek all remedies available at law and in equity. The prevailing party in any such litigation shall be entitled to reasonable costs and attorneys’ fees, including fees incurred through any appeals. The parties to this Agreement hereby waive any obligation to participate in the meetings, mediations and negotiations set forth in the Florida Governmental Conflict Resolution Act, Chapter 164 of the Florida Statutes.

**SECTION 6 – VALIDITY**

In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, such invalidity or illegality or unenforceability will not effect any other provision hereof and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

**SECTION 7 – EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_ 2007.

**SECTION 8 – ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties and any previous agreements, whether written or oral, are superseded by this Agreement. Any amendment of this Agreement must be reduced to writing and executed with the same formality by both parties.

**SECTION 9 – RECORDATION**

This Agreement shall be recorded in the Public Records of Pinellas County, Florida.

THE PARTIES HERETO have signed this Agreement as of the Effective Date.

**WITNESSES:**

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Print Name)

**LEALMAN SPECIAL FIRE CONTROL DISTRICT**, an independent special taxing fire protection and rescue service district organized in and existing under and by virtue of the laws of the State of Florida.

By: \_\_\_\_\_

D.S. \_\_\_\_\_

(Print Name)

**Proposed by the City of Seminole – 13 Sept 07**

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

**THE CITY OF SEMINOLE, FLORIDA**, a  
municipal corporation of the State of Florida.

\_\_\_\_\_  
(Sign Name)

By: \_\_\_\_\_

D.S. \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Print Name)