

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT by and between the City of Largo, Florida, a Florida municipal corporation, hereinafter referred to as "LARGO", the City of Pinellas Park, Florida, a Florida municipal corporation, hereinafter referred to as "PINELLAS PARK", and Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WHEREAS, PINELLAS PARK initiated Conflict Resolution Procedures with LARGO pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, with the adoption of Resolution No. 99-97 on December 10, 1999;

WHEREAS, the COUNTY initiated Conflict Resolution Procedures provided for under the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, with LARGO with the adoption of Resolution No. 99-268 on December 21, 1999;

WHEREAS, LARGO initiated Conflict Resolution Procedures provided for under the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, with PINELLAS PARK with the adoption of Resolution No. 1702 on December 14, 1999;

WHEREAS, the parties wish to enter into an Interlocal Agreement pursuant to Section 164.1057 and Chapter 163, Florida Statutes to resolve the issue of whether LARGO, may lawfully refuse to provide sanitary sewer service to real property located within its sanitary sewer area but outside its municipal boundaries unless the owner; of such real property agree to voluntary annex such real property into the City of LARGO, Florida, which issue is stated in the COUNTY's Resolution No. 99-268 and is one of the issues stated in PINELLAS PARK's Resolution No. 99-97;

WHEREAS, LARGO believes that its annexation policy is legal and by entering into this Agreement, LARGO does not concede that its policy is illegal, that LARGO is operating as a public franchise or that LARGO has arbitrarily enforced its policy, all of which LARGO denies;

WHEREAS, PINELLAS PARK and the COUNTY believe that LARGO's annexation policy is illegal and by entering into this Agreement PINELLAS PARK and the COUNTY do not concede that

LARGO's policy is legal or that LARGO is enforcing its policy in a valid manner, all of which PINELLAS PARK and the COUNTY deny;

WHEREAS, the parties wish to resolve this issue by entering into this Agreement authorizing the provision of sanitary sewer service in certain areas by LARGO, COUNTY and PINELLAS PARK; and

WHEREAS, the parties wish to set forth a desirable approach for inter-governmental cooperation, planning and the provision of governmental services for anticipated growth of the certain areas described herein.

NOW, THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1. The above recitals are true and correct and incorporated herein as if set forth in full.
2. This Interlocal Agreement is entered into in accordance with Ch. 163, Florida Statutes and Ch. 164, Florida Statutes.
3. The parties agree that the boundary line depicted in Exhibit 1A and described in Exhibit 1B, attached hereto and incorporated herein by reference, shall establish the border between the real properties eligible to be annexed by PINELLAS PARK and LARGO. That Pinellas Park-Largo boundary line is hereinafter referred to as the "Annexation Boundary Line".
 - 3.1 The real property located on LARGO's side of the Annexation Boundary Line shall be referred to as the LARGO Annexation Area.
 - 3.2 The real property located on PINELLAS PARK's side of the Annexation Boundary Line shall be referred to as the PINELLAS PARK Annexation Area.
 - 3.3 This Interlocal Agreement is not intended to serve as a limitation on the ability of either PINELLAS PARK or LARGO to annex other areas not described in Exhibit 1B. It is specifically understood by the parties that this Agreement only establishes the annexation boundary lines between LARGO and PINELLAS PARK and does not establish any other annexation boundary lines.

4. PINELLAS PARK shall not seek to annex voluntarily pursuant to Ch. 171, Florida Statutes or other established annexation procedures or seek to obtain annexation agreements or indentures providing for the annexation by PINELLAS PARK of any property located in the LARGO Annexation Area or north of Ulmerton Road and East of Moog Road. LARGO shall not annex voluntarily pursuant to Ch. 171 or other established annexation procedures or enter into an annexation agreement or indenture for the annexation of property located in the PINELLAS PARK Annexation Area or north of Ulmerton Road and East of Moog Road. Any annexation that does not comply with this Interlocal Agreement shall be null and void and the property shall continue to be considered unincorporated for both tax and regulatory purposes.

5. So as to ensure that this Agreement is fully enforceable, the parties agree to utilize their best efforts to have enacted a County charter amendment or a special act of the legislature which will implement the provisions of Paragraphs 3 (including paragraphs 3.1 and 3.2) and 4 above. If the charter amendment or a special act of the legislature is enacted, the provisions of Paragraphs 3 and 4 are superceded, but all other provisions of this Agreement shall remain in full force and effect.

6. The COUNTY agrees not to contest and covenants not to sue LARGO or PINELLAS PARK on the theory that any indentures or annexation agreements existing as of February 1, 2000 are invalid or illegal.

7. LARGO shall not require annexation or the execution or delivery of an indenture, annexation agreement or other similar document requiring annexation, as an express or implied condition of providing sewer service to those properties lying situate within the LARGO sanitary sewer service area (as depicted in Exhibit 2A and described in Exhibit 2B attached to this Interlocal Agreement and incorporated herein by reference).

8. Nothing contained in this Agreement shall prevent either LARGO or PINELLAS PARK from entering into indentures or annexation agreements providing for voluntary annexation pursuant to Ch. 171 of any properties located on its respective side of the annexation boundary after the effective date of this Agreement, so long as said future agreements are not obtained by

requiring that the property owner enter into such agreement so as to receive the provision of sanitary sewer service. The COUNTY reserves its rights to challenge the legality of such future agreements that are entered into because LARGO or PINELLAS PARK required that the property owner enter into such agreement to obtain water, sewer or fire service.

9. To the extent that LARGO has the ability and treatment capacity to serve such properties, LARGO will provide sanitary sewer service pursuant to all applicable requirements of law to all properties located within LARGO Sanitary Sewer Service Area as depicted in Exhibit 2 A and described in Exhibit 2B of this Agreement. This service will be provided without requiring present or future annexation. Prior to issuance of a building permit by PINELLAS PARK or the COUNTY for development to be served by LARGO's sewer service system, a letter of concurrency approval and a connection fee receipt must be received from LARGO. LARGO covenants and agrees to process all requests for sanitary sewer service for real property located within LARGO's Sanitary Sewer Service Area and shall not unreasonably delay, withhold or deny approval thereof. LARGO shall not provide preferential treatment to properties located within Largo's city limits in determining whether it has the ability and treatment capacity to serve such properties. Nothing herein shall be construed to limit LARGO's ability to provide incentive programs that are not otherwise inconsistent with this paragraph.

10. Any and all executory annexation agreements or other similar instruments to which LARGO is a party, and which applies to properties in PINELLAS PARK's annexation area as depicted in Exhibit 1A and described in Exhibit 1B hereto shall not be enforced by LARGO. Any and all executory annexation agreements or other similar instruments to which PINELLAS PARK is a party and which applies to real properties in LARGO's annexation area as depicted in Exhibit 1A and described in Exhibit 1B hereto shall not be enforced by PINELLAS PARK.

11. This Interlocal Agreement shall be effective immediately upon filing a fully executed copy of this Interlocal Agreement with the Clerk of the Circuit Court for Pinellas County, Florida.

12. The parties specifically agree and recognize that the terms of this Agreement are not severable and that the covenants contained herein are conditioned upon and directly related to the other covenants contained in this Interlocal Agreement. Therefore, if any provision of this Agreement is determined to be null and void by a court of appropriate jurisdiction, then the entire Agreement shall be determined to be null and void. The parties agree that if this Agreement is found to be invalid or unenforceable for any reason, then none of the terms hereof, including without limitation LARGO's agreement herein not to require annexation to obtain sewer service after the date of this Agreement, shall be introduced or admitted into evidence in any proceeding regarding the validity, legality, or unenforceability of LARGO's policy requiring annexation to obtain sewer service.

13. The parties fully recognize that this Agreement is entered into to resolve a dispute in accordance with Ch. 164, Florida Statutes. The parties recognize that there is no adequate remedy at law for any breach of this Agreement by any party to this Interlocal Agreement. The parties, therefore, agree that specific performance or injunctive relief, either prohibitory or mandatory (both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Interlocal Agreement.

14. This Interlocal Agreement shall be binding upon, and inure to the benefit of the parties only. To the extent permitted by law, this Interlocal Agreement shall remain in full force and effect, fully enforceable in accordance with its terms, until terminated in writing by all of the parties hereto.

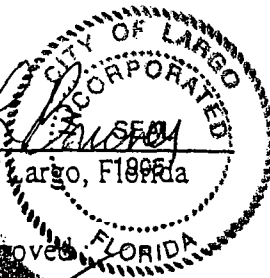
15. This Interlocal Agreement embodies all agreements and representations of the parties with regard to the issues resolved in this Agreement. There are no promises, terms, conditions or allegations other than those contained herein; and this Interlocal Agreement supersedes all previous communications, representations and agreements, whether written or verbal, between the parties, with regard to the issue resolved in this Agreement. This Agreement may be modified only in writing and executed by all parties.

16. In the event there is a conflict between the parcels encompassed or delineated by the descriptive exhibits (Exhibits 1B and 2B) and the illustrative exhibits (Exhibits 1A and 2A), the descriptive exhibits govern.

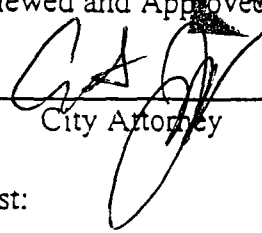
END OF SUBSTANTIVE PROVISIONS, SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed the day and first above written.

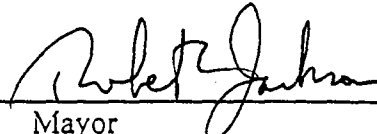
Attest:


City Clerk, City of Largo, Florida

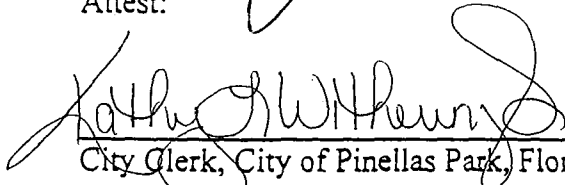
Reviewed and Approved

By: 
City Attorney

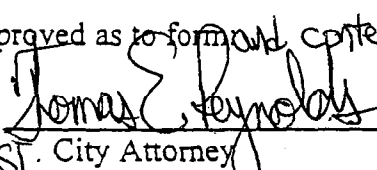
CITY OF LARGO, FLORIDA

By: 
Mayor
July 06, 00
Date

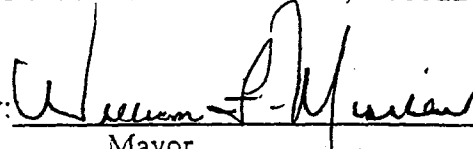
Attest:


City Clerk, City of Pinellas Park, Florida

Approved as to form and content:

By: 
ASST. City Attorney

CITY OF PINELLAS PARK, FLORIDA

By: 
Mayor
6-26-2000
Date

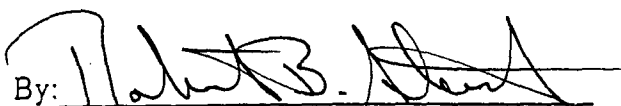
Attest:
Clerk of the Circuit Court


By: 
Deputy Clerk

Approved as to form:

By: 
County Attorney

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

By: 
Chairman
7-11-00
Date