

INTERLOCAL AGREEMENT
BETWEEN CITY OF BELLEAIR BLUFFS AND
BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2016 ("Effective Date"), by and between the City of Belleair Bluffs, a municipal corporation of the State of Florida ("Belleair Bluffs"), and the Board of County Commissioners of Pinellas County, sitting as the Pinellas County Fire Protection Authority ("Pinellas County"), collectively, the ("Parties"), and in which the City of Largo, a municipal corporation of the State of Florida ("Largo"), joins as a signatory for the purpose of acknowledging this funding mechanism.

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes municipal corporations to exercise any power, privilege or authority that such municipalities share in common and that each might exercise separately through the use of cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, In Pinellas County Fiscal Year (FY) 09-10 Largo requested \$900,000 in capital funds for land acquisition and to design a new Station 39 from fire district funds; and

WHEREAS, The planned new location for Station 39 (Indian Rocks Rd near the 2000 block of Indian Rocks Road) was intended to serve both the Largo/Ridgecrest area as well as the Belleair Bluffs district from a single location; and

WHEREAS, The (unincorporated) Largo Fire District paid 16.64% of this cost in the FY 09-10 budget; and

WHEREAS, in FY 10-11 Largo requested \$3,460,000 in fire district reserve funds for Station 39 construction costs which was ultimately agreed between Pinellas County and Largo to pay their 16.95% unincorporated portion over a three year period; and

WHEREAS, Between FY 11 and FY12, the new site for Station 39 was determined to be unsuitable, and a decision was made to abandon the Station 39 project and rebuild Belleair Bluffs Station 43 on land purchased by Belleair Bluffs in 2007; and

WHEREAS, Belleair Bluffs is the fee simple owner of that certain property consisting of Lots 8 through 13 of Bayway Avenue, legally described and depicted on Exhibit "A" attached (the "Property"); and

WHEREAS, Belleair Bluffs and Largo have entered into an Interlocal Agreement (the "Fire Station Agreement") for the construction of a new fire station on the Property for the provision of fire protection services; and

WHEREAS, Belleair Bluffs has made the Property available for construction of Fire Station 43 and leased to Largo the portion of the Property where Fire Station 43 is to be constructed; and

WHEREAS, Largo will construct Fire Station 43 on the Property in accordance with Belleair Bluffs' land development regulations; and

WHEREAS, Largo will be solely responsible for the costs of and in control of all construction and site work related to the construction of Fire Station 43; and

WHEREAS, Largo has estimated the construction cost of Fire Station 43 at \$2,970,000.00; and

WHEREAS, Pinellas County, acting as the Fire Protection Authority covering the areas including unincorporated Belleair Bluffs and unincorporated Largo, and Belleair

Bluffs currently contract with Largo to provide fire and emergency medical services to the Belleair Bluffs Fire Control District and the Largo Fire Control District; and

WHEREAS, Pinellas County manages capital reserve funds for the area fire districts served by Fire Station 43, and reserve funds are available for funding a portion of the construction of Fire Station 43; and

WHEREAS, Pinellas County and Belleair Bluffs have agreed to enter into this Agreement for the construction of the new Fire Station 43 utilizing existing capital reserve funds provided by Pinellas County for a portion of the construction cost, and Largo joins in acknowledging this funding.

NOW THEREFORE, in consideration of the mutual promises and covenants herein made and agreed to be kept the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. The Parties are fully cognizant of the constitutional limitations of the transfer of power as set forth in Article VIII, Section IV of the Florida Constitution and it is the express purpose of this Agreement to only enter into a contract for the purposes of utilizing existing capital reserve funds for the construction of Fire Station 43. This Agreement shall not be deemed in any manner whatsoever to authorize the delegation of constitutional or statutory duties of either of the Parties pursuant to the provisions of Section 163.01(14), Florida Statutes. This Agreement at all times shall be construed and interpreted to be consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally

permissible and all portions of this Agreement shall be interpreted and administered by the Parties accordingly. This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer of powers, consolidation, or merger as those terms are used in the Constitution of the State of Florida.

3. Pinellas County, utilizing available fire district capital reserve funds, shall remit \$840,866.00 to Belleair Bluffs for the construction of the Fire Station 43 in accordance with this Agreement. In no event shall the actual cost of Pinellas County exceed \$840,866.00 without an amendment to this Agreement.
4. The payment of the \$840,866.00 to Belleair Bluffs shall be made by Pinellas County upon issuance of a Certificate of Occupancy for Fire Station 43.
5. The payment provisions of this Agreement are contingent upon sufficient funds being budgeted and appropriated in accordance with §129.07, Florida Statutes. In the event that sufficient funds are not budgeted or appropriated in a subsequent fiscal year, this Agreement shall terminate on the last day of the then current fiscal year without penalty or expense to Pinellas County.
6. Belleair Bluffs agrees to pay Largo the exact amount paid by Pinellas County within thirty (30) days of receipt of the payment from Pinellas County.
7. Belleair Bluffs and Largo have entered into an Interlocal Agreement for the Provision of Fire Suppression Services, which may be amended by the mutual agreement of the Parties, and pursuant to that agreement and the Fire Station Agreement, Belleair Bluffs commits that the Fire Station 43 will be used as a Fire Station for thirty (30) years after the issuance of the Certificate of Occupancy.

8. In the event that Belleair Bluffs fails to use Fire Station 43 as a fire station for thirty (30) years after the issuance of the Certificate of Occupancy, it will be obligated to pay Pinellas County a pro-rata portion of the capital reserve funds paid to Belleair Bluffs based on a straight line thirty (30) year depreciation schedule.
9. All notices sent pursuant to or under this Agreement shall be in writing and sent via certified mail, return receipt requested to the following:

If to Belleair Bluffs:

City of Belleair Bluffs, Florida
Attn: Mayor
2747 Sunset Boulevard
Belleair Bluffs, FL 33770

With Required Copy to:

Thomas J. Trask, City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue, Suite #201
Clearwater, FL 33756

If to Pinellas County:

Board of County Commissioners
Attn: County Administrator
315 Court Street
Clearwater, FL 33756

With Required Copy to:

James L. Bennett, County Attorney
315 Court Street
Clearwater, FL 33756

If to Largo:

City of Largo, Florida
Attn: Henry Schubert, City Manager
201 Highland Avenue
Largo, FL 33779

With Required Copy to:

Alan Zimmet, City Attorney
Bryant Miller Olive, P.A.
One Tampa City Center, Ste 2700
Tampa, FL 33602

10. Belleair Bluffs shall file a certified copy of this Agreement with the Clerk of the Court in and for Pinellas County, Florida. Such filing is a condition precedent to all other obligations arising under this Agreement.
11. This Agreement embodies the entire understanding of the Parties regarding the subject matter hereof and there are no other agreements or understandings, either

written or oral, between the Parties. Any amendments or modifications to this Agreement shall be in writing, signed by both the Parties and filed pursuant to Paragraph 10 above.

12. The preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party over the other.

13. The venue for any state action arising out of this Agreement shall lie solely in the Circuit Court in and for the Sixth Judicial Circuit, Pinellas County, Florida, or for federal action shall lie solely within the United States Middle District, Tampa Division.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written above.

ATTEST:


Debra Sullivan, City Clerk



CITY OF BELLEAIR BLUFFS


Mayor Chris Arbutine

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS.
ACTING AS THE PINELLAS COUNTY
FIRE AUTHORITY

ATTEST:

Deputy Clerk

Chairman

APPROVED AS TO FORM

By: 
Office of the County Attorney

Countersigned


CITY OF LARGO, JOINING TO
ACKNOWLEDGE THIS AGREEMENT


City Manager

Reviewed and approved:

Attest:


City Attorney


City Clerk

