

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF
DUNEDIN TO ESTABLISH THE DUNEDIN PLANNING AREA**

THIS INTERLOCAL AGREEMENT, is made and entered into this ____ day of _____, 2019, by and between PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida (herein the "County"), and the CITY OF DUNEDIN, FLORIDA, a Florida municipality (herein the "City").

WHEREAS, both the County and the City exercise comprehensive planning authority pursuant to the Community Planning Act, as set forth in Part II of Chapter 163, Florida Statutes, and enforce land development regulations to regulate the development of land within the respective jurisdiction of each party; and

WHEREAS, numerous parcels of unincorporated land subject to the planning jurisdiction of the County are enclaves or are otherwise within adjacent areas of possible future voluntary annexation by the City, but lie outside of the planning jurisdiction of the City; and

WHEREAS, Ch. 163.3171, provides that a county and an incorporated municipality may jointly exercise the powers granted under the provisions of the Ch. 163, Part II, the Community Planning Act, upon formal adoption of an official agreement by the governing bodies, following a public hearing with public notice, and

WHEREAS, the City and the County desire to engage in joint planning activities; and

WHEREAS, Pinellas County's Strategic Plan contains a goal to "Foster Continual Economic Growth and Vitality" that includes a strategy to "invest in communities that need the most"; and

WHEREAS, the County and the City wish to participate cooperatively in the performance of a coordinated, comprehensive transportation planning process to assure facilities will be properly located and developed in relation to the overall community development; and

WHEREAS, the parties hereto entered into the Interlocal Agreement dated February 25, 1995, for the purpose of creating the Dunedin Planning Area and establishing procedures for the joint designation of municipal land use designations of unincorporated land that may be annexed by the City in the future; and

WHEREAS, said Interlocal Agreement expired on September 30, 2005; and

WHEREAS, the City of Dunedin Planning Area Map (Exhibit B) depicts the areas subject to this Agreement.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth, the County and the City agree as follows:

SECTION 1. **Authority.** This Interlocal Agreement is entered into pursuant to Section 163.3171 (3), Florida Statutes, the Community Planning Act (herein, Planning Act) and Section 163.01, the Florida Interlocal Cooperation Act of 1969.

SECTION 2. **Term.** The initial term of this Interlocal Agreement shall be ten (10) years commencing on the first date written above. The term of this Interlocal Agreement may be extended for an additional ten (10) years upon mutual agreement of both parties.

SECTION 3. **Dunedin Planning Area Created.** The County and City hereby designate those lands described in Exhibit A and graphically depicted in Exhibit B as the Dunedin Planning Area (DPA).

SECTION 4. **Planning Authority for Dunedin Planning Area.**

- (a) The County shall have full authority for the preparation and adoption of the Comprehensive Plan and any amendments thereto pursuant to the Planning Act, and for the adoption, amendment and enforcement of land development regulations thereunder, for all parcels of property within the DPA lying outside the corporate limits of the City unless and until such parcel is annexed by the City.
- (b) The City, in preparing and adopting its Comprehensive Plan (Plan) for the development of land within the City, and amendments thereto, may include the Dunedin Planning Area within the City's Plan in order to advise both the County and the owners of parcels of property therein of the City's Plan for the DPA. The City acknowledges that the inclusion in the City's Plan of parcels of property within the DPA which lie outside the corporate limits of the City shall not be binding on the County or the property owners prior to such annexation of such parcels by the City.
- (c) Any affected person within the Dunedin Planning Area shall have standing to participate in any administrative, legislative, quasi-judicial or judicial proceeding in which the adoption or effect of the City's comprehensive plan or any amendment thereto upon the affected person's property is an issue, and may challenge the adoption of the plan or any amendment thereto, to the same extent that the affected person would have standing if the property were included within the boundaries of the City. For the purpose of this sub-paragraph, "affected person" includes the owner of the property and any person residing upon it or owning or operating a business thereon, and shall be synonymous with the "affected person" as defined by Section 163.3184(1)(a), Florida Statutes (2018), as the same may be amended from time to time.
- (d) In the event that an owner of property within the DPA applies to the City for voluntary annexation of the property, the owner may assent to the City's Plan as it applies to the property if the City's Plan provides for intensity of use or density which is equal to or less than the County's Comprehensive Plan. In such case, the City's Plan shall take effect for the annexed property at the time of annexation.

- (e) If the property owner's assent is not provided or the designation of the property provides for intensity of use or density that is greater than the County's Comprehensive Plan, it shall require an amendment to the City's Plan and be subject to any necessary amendments to the Countywide Plan Map maintained by Forward Pinellas.
- (f) Property in the Dunedin Planning Area shall become subject to the planning authority of the City upon the effective date of annexation by the City as provided by Section 171.062, Florida Statutes (2018).

SECTION 5. **Joint Planning Studies.** The City and the County recognize that certain areas within the DPA have particular community needs. The City and County may cooperatively and voluntarily engage in joint planning studies for areas of mutual concern. Such joint planning studies shall be mutually adopted by the City and County for their respective jurisdictions. In the event that a property voluntarily annexes into the City, the City's plan shall take effect upon annexation to the extent allowed by law and this Interlocal Agreement.

SECTION 6. **Conflict Resolution.**

- (a) In the event that a disagreement or conflict arises regarding the application or interpretation of this Interlocal Agreement, the parties shall attempt to resolve the matter through informal negotiation.
- (b) If a dispute cannot be resolved informally, the parties agree to follow the provisions of Ch. 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

SECTION 7. **Notice.** All notices pursuant to his agreement shall be in writing and sent via certified mail, return receipt requested to the following:

If to the County:
 County Administrator
 Pinellas County Courthouse
 315 Court Street
 Clearwater, FL 33756

With a Copy to:
 Pinellas County Attorneys Office
 315 Court Street
 Clearwater, FL 33756

If to the City, to:
 Jennifer K. Bramley, City Manager
 City of Dunedin
 542 Main Street
 Dunedin, FL 34698

With a Copy to:
 Thomas J. Trask, City Attorney
 Trask Daigneault, LLP
 1001 S. Ft. Harrison Avenue, Suite 201
 Clearwater, FL 33756

SECTION 8. **Construction.** This Interlocal Agreement shall be construed as an expression of interlocal cooperation enabling each party to make the most efficient use of its powers in furtherance of the objectives of the Community Planning Act. However, this Interlocal Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

SECTION 9. **Termination.** Either party may terminate this Interlocal Agreement upon 60 days notice to the other.

SECTION 10. **Filing; effective date.** As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, after execution by the parties, and shall take effect upon the date of filing.

PINELLAS COUNTY, FLORIDA

CITY OF DUNEDIN, a municipal corporation of the State of Florida

By: _____
Karen Seel, Chairperson

By: _____
Julie Ward Bujalski, Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Clerk

Denise Kirkpatrick, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: David Sealonky
Office of the County Attorney

Thomas J. Trask, City Attorney