

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the municipalities that are parties hereto within Pinellas County representing a majority of the population of the incorporated area of Pinellas County, as listed on the signature pages hereto (the “Municipalities”).

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

**WHEREAS**, this Interlocal Agreement (“Interlocal Agreement”) is authorized by § 336.025, Florida Statutes, and other applicable law; and

**WHEREAS**, § 336.025(1)(b), Florida Statutes, authorizes the imposition of a local option fuel tax of up to five cents (\$0.05) upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes; and

**WHEREAS**, that section also provides that this tax may be extended or the distribution changed in the manner set forth herein; and

**WHEREAS**, there continues to be a need within Pinellas County for the County and the Municipalities to have access to additional funds to be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments as authorized by § 336.025(1)(b), Florida Statutes; and

**WHEREAS**, the Board of County Commissioners will consider levying the local option fuel tax as authorized by § 336.025(1)(b), Florida Statutes, (“5¢ Local Option Fuel Tax”) on or before September 30, 2021; and

**WHEREAS**, the purpose and intent of this Interlocal Agreement is to establish a plan for the administration and expenditure of the proceeds of the 5¢ Local Option Fuel Tax, and as required by § 336.025(1)(b)2., Florida Statutes, to establish a distribution formula by determining the division of the proceeds from the 5¢ Local Option Fuel Tax.

**NOW, THEREFORE**, in consideration of the premises and of the mutual benefit, and in consideration of the covenants and agreements set forth herein, the County and the Municipalities agree as follows:

1. **DISTRIBUTION.** The 5¢ Local Option Fuel Tax imposed by the County upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, shall be distributed by the State Department of Revenue directly to the County, for subsequent allocation and disbursement to the Municipalities and the County in accordance with the distribution formula attached hereto as Appendix "A" and incorporated by reference herein.

2. **UTILIZATION OF FUEL TAXES.** The County and the Municipalities agree that the moneys received from the 5¢ Local Option Fuel Tax, or the proceeds of any revenue bonds secured thereby, shall only be utilized as authorized by § 336.025(1)(b), Florida Statutes.

3. **NEW INTERLOCAL AGREEMENT.** This Interlocal Agreement, and any distribution hereunder, has no effect on any distribution under the terms of the interlocal agreement dated December 21, 2005 (as it has been amended from time to time) relating to the local option fuel tax authorized by § 336.025(1)(a), Florida Statutes.

4. **ABILITY TO PLEDGE.** The parties' respective portions of the 5¢ Local Option Fuel Tax may be pledged by the County or the Municipalities to secure revenue bonds or other obligations for the purposes set forth in Section 336.025, Florida Statutes, and as set forth in this

Agreement. The County and the Municipalities may also develop, implement and administer any other program or financial arrangement in accordance with applicable law and this Interlocal Agreement which provides for payment with their respective share of the 5¢ Local Option Fuel Tax.

5. NEW MUNICIPALITIES. Any municipality which may become newly incorporated in the County after the effective date hereof and which is eligible for participation in the distribution of the proceeds of the 5¢ Local Option Fuel Tax under Parts II and VI of Chapter 218 may become a party hereto, but only in accordance with § 336.025(4)(b), Florida Statutes.

6. AMENDMENT. This Agreement may be amended in writing upon the express formal consent of the governing bodies of all the parties.

7. EFFECTIVE DATE. This Interlocal will be effective for the purposes stated herein on January 1, 2022 and will expire on December 31, 2032.

8. TERMINATION IF NO LEVY. This Interlocal will automatically terminate in the event that the County does not adopt an ordinance levying 5¢ Local Option Fuel Tax (in whole or in part) on or before September 30, 2021.

9. PERIODIC REVIEW. The County and Municipalities shall review the distribution formula for the 5¢ Local Option Fuel Tax at least every ten (10) years during the term hereof, including any extensions of this Interlocal Agreement.

10. FILING INTERLOCAL AGREEMENT. Upon the execution hereof by the duly authorized representatives of the parties, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for recording in the public records of Pinellas County, Florida, as required by § 163.01(11), Florida Statutes.

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

ATTEST:  
KEN BURKE, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

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

[SEAL]

*< ADDITIONAL SIGNATURE PAGES TO FOLLOW >*

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

ATTEST:

TOWN OF BELLEAIR

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF BELLEAIR BEACH

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF BELLEAIR BLUFFS

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

TOWN OF BELLEAIR SHORE

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF CLEARWATER

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

COUNTERSIGNED:

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney

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

ATTEST:

CITY OF DUNEDIN

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF GULFPORT

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF INDIAN ROCKS BEACH

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

TOWN OF INDIAN SHORES

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

TOWN OF KENNETH CITY

By: \_\_\_\_\_  
City Clerk

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

**N WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF LARGO

By: \_\_\_\_\_  
City Manager

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

[SEAL]

Reviewed and approved:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

TOWN OF NORTH REDINGTON BEACH

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF OLDSMAR

By: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney

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

ATTEST:

CITY OF PINELLAS PARK

By: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM AND CONTENT

By: \_\_\_\_\_  
City Attorney

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

ATTEST:

TOWN OF REDINGTON BEACH

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

TOWN OF REDINGTON SHORES

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF SAFETY HARBOR

By: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney

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

ATTEST:

CITY OF ST. PETE BEACH

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF ST. PETERSBURG

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF SEMINOLE

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF SOUTH PASADENA

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF TARPON SPRINGS

By: \_\_\_\_\_  
City Clerk

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

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

ATTEST:

CITY OF TREASURE ISLAND

By: \_\_\_\_\_  
City Manager

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

**EXHIBIT A**

<b>Pinellas County Local Government</b>	<b>5¢ LOFT Allocation</b>
Pinellas County	60.00%
Belleair	0.23%
Belleair Beach	0.09%
Belleair Bluffs	0.12%
Belleair Shore	0.01%
Clearwater	6.69%
Dunedin	2.14%
Gulfport	0.71%
Indian Rocks Beach	0.24%
Indian Shores	0.08%
Kenneth City	0.29%
Largo	4.79%
Madeira Beach	0.25%
North Redington Beach	0.09%
Oldsmar	0.85%
Pinellas Park	3.07%
Redington Beach	0.09%
Redington Shores	0.12%
Safety Harbor	1.00%
St. Pete Beach	0.54%
St. Petersburg	15.33%
Seminole	1.12%
South Pasadena	0.29%
Tarpon Springs	1.47%
Treasure Island	0.39%
<b>GRAND TOTAL</b>	<b>100.00%</b>