

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into as of this\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Belleair Beach, Town of Belleair Shore, City of Clearwater, City of Indian Rocks Beach, Town of Indian Shores, City of Madeira Beach, Town of North Redington Beach, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, and the City of Treasure Island, hereinafter referred to as the "Cities".

### **RECITALS:**

**WHEREAS**, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax ("Surtax") of one percent (1%) throughout Pinellas County, Florida, subject to referendum approval, to finance, plan and construct infrastructure as defined therein; and

**WHEREAS**, on November 7, 1989, the levy of the Surtax for an initial ten (10) year period was approved by a majority of those voting on the question at a referendum, and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated September 19, 1989, providing for the distribution of the Surtax, which expired on January 31, 2000; and

**WHEREAS**, on March 25, 1997, the extension of the Surtax for an additional ten (10) years was approved by a majority of those voting on the question at a referendum, and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated August 6, 1998, providing for the distribution of the Surtax, which expired on January 31, 2010; and

**WHEREAS**, on March 13, 2007, the extension of the Surtax for an additional ten (10) Years (Penny III) was approved by a majority of those voting on the question at a referendum and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated April 29, 2008 providing for the distribution of the Surtax, which expired on December 31, 2019; and

**WHEREAS**, on November 7, 2017, the extension of the Surtax for an additional ten (10) years (“Penny IV”) was approved by a majority of those voting on the question at a referendum and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated August 1, 2017 providing for the distribution of the Surtax, which expires on December 31, 2029; and

**WHEREAS**, the County recognized that the Pinellas County Gulf Boulevard Improvement Program - April 2007 ("Improvement Plan") is of countywide importance and may be funded by the Surtax, and the County was willing to contribute to the costs of the Improvement Plan projects from the County's share of the Surtax and did so through an interlocal agreement with the Cities dated July 10, 2012 (“Penny III Gulf Blvd. Interlocal”); and

**WHEREAS**, the Penny III Gulf Blvd. Interlocal agreement expired September 30, 2019, but the County on August 20, 2019, by Resolution 19-55 elected to continue to provide funding to the cities to allow them to complete work contemplated to be done under the expired agreement through September 30, 2021; and

**WHEREAS**, the Improvement Plan remains incomplete and will not be completed through the remaining projects and funding from the expired agreement and the County recognizes that the completion of the Improvement Plan continues to be of countywide

importance, and the County is willing to contribute to the costs of the Improvement Plan projects from the County's share of the Surtax as provided herein.

**NOW, THEREFORE,** in consideration of the covenants herein contained, and other good and valuable consideration, the County and Cities agree as follows:

**Section 1. CONDITIONS PRECEDENT.**

This Agreement will be effective upon final execution by all of the Cities and the County.

**Section 2. COUNTY'S RESPONSIBILITIES.**

A. The County agrees to fund a sum not to exceed \$35 million ("Penny IV Assistance"), on a reimbursement basis, from its Penny IV Surtax proceeds for Eligible Projects, as defined herein, consistent with the Improvement Plan. Expenditures for the actual cost of projects by each of the individual Cities consistent with the Improvement Plan and the requirements of Section 212.055(2), Florida Statutes, will be reimbursed by the County if certification has been presented by the City seeking reimbursement and the Barrier Islands Government Council (BIG C) that the expenditure for a Project is a subpart of and in conformance with the Improvement Plan ("Eligible Projects") and the requirements of Section 212.055(2), Florida Statutes. This Agreement has no effect on Resolution 19-55 and any amount remaining from the Penny III Gulf Blvd. Interlocal will be reimbursed only in accordance with that resolution. The Penny IV Assistance will be expended solely on undergrounding of utilities within Gulf Boulevard until all utilities are underground within the Gulf Boulevard corridor with the following two exceptions:

- 1) The City of Clearwater \$750,000 Penny IV Assistance for the Eligible Project work described in Exhibit B; and
- 2) The Town of Indian Shores \$500,000 Penny IV Assistance for the Eligible Project work described in Exhibit B.

The Clearwater and Indian Shores Penny IV Assistance amounts may be expended the above described Eligible Projects at any time during the term of this Agreement but invoicing for the Eligible Project is limited to the annual amount for each city in Exhibit A in any County fiscal year.

Once the undergrounding of utilities within Gulf Boulevard has been completed throughout the entire corridor, then and only then may any other reimbursement for other Eligible Projects be made to the remaining Cities. Notwithstanding the Penny IV Assistance shown on Exhibit A as available to any particular City, once that City has completed its portion of the undergrounding, any remaining amount may be reallocated in the County Administrator's sole discretion after consultation with the BIG C, to another City or Cities as needed to ensure that all undergrounding is completed prior to any other Eligible Project expenditures of County Surtax funds under this Agreement. The foregoing sentence does not apply to Clearwater or Indian Shores Penny IV Assistance amounts.

Beginning in Fiscal Year 2020-21, Cities may request funds on a quarterly basis in arrears from the County for reimbursement of expenditures for Eligible Project work completed on or after January 1, 2020. Such reimbursements will not exceed any City's Penny IV Assistance annual amounts contained in Exhibit A. Invoices for Eligible Projects must include evidence that payments have been made and any other documentation the County may reasonably require and may be submitted no more frequently than quarterly.

**B.** Except as otherwise provided herein, the County will provide funding to each City for up to six(6) years beginning in Fiscal Year (FY) 2020-2021 as depicted in the attached table contained in Exhibit A.

**C.** The County will retain all funds until payment is made to the Cities as provided for in this Agreement. Subject to the County's ability to reallocate funds to complete all undergrounding of utilities within Gulf Boulevard, any funds not reimbursed to a City in a fiscal year will rollover each year until the termination of this Agreement. The County's payment for Eligible Project costs cannot exceed the amount depicted in that City's annual Penny IV Assistance (taking into account any amounts that may have rolled over from a previous fiscal year under this Agreement). In the event a City: 1) does not proceed to complete undergrounding of utilities contemplated herein, or; 2) subsequent to undergrounding utilities, complete another Eligible Project (or Eligible Projects) on the Improvement Plan within available remaining amounts of Penny IV Assistance, or; 3) funds are not otherwise paid to a City prior to the expiration of the term or termination of this Agreement subject to the terms herein, all remaining funds will be retained by the County for uses solely within the discretion of the County.

**D.** The sums payable to the Town of Belleair Shore may be paid to the City of Belleair Beach for Eligible Projects shared by these two Cities.

**E.** The County is not obligated to provide any support related to any Eligible Projects beyond the funding described in the Agreement.

### **Section 3. CITIES' RESPONSIBILITIES.**

**A.** The Cities are solely responsible for designing, contracting and managing completion of Eligible Projects. The Cities must provide and procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the lawful performance of the work done related to this Agreement, including but not limited to right of way utilization

permits from the County or the state. The Cities are responsible for maintaining, repairing, replacing and upgrading Eligible Projects in perpetuity.

**B.** Each City is responsible to provide to the County Administrator, in writing and in a form acceptable to the County:

1. Within 3 months of execution of this interlocal agreement by the City, a detailed work plan reflecting the intended projects, including expected timelines and anticipated expenditures by fiscal year; and
2. Beginning in July 2021, not later than July 31 each year, an annual status report that reflects the progress on each element of the work plan.

**C.** The Cities are responsible for assuring that providers of services performed pursuant to this Agreement comply with all applicable local, state and federal directives, orders and laws, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and Occupational Safety and Health Administration (OSHA).

**D.** The Cities must provide requests for reimbursement under this Agreement to the Pinellas County Office of Management and Budget in accordance with the limitations of this Agreement.

**E.** Each City hereby agrees to indemnify, defend, and hold harmless the County and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by each individual City, its agents, or employees, arising from or during its performance of this Agreement, from the construction, operation, maintenance, repair or replacement by each individual City of its Eligible Project, except that neither the Cities, their agents, nor their employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent

act by the County or any of its officers, agents or employees during the performance of the Agreement.

#### **Section 4. NON-APPROPRIATION.**

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from legally available Penny IV Surtax proceeds, after funding secured obligations or loans, essential and necessary infrastructure services for jail and criminal justice related facilities and other obligations contained in the terms of the August 1, 2017 Interlocal Agreement, activities in the Pinellas County Capital Improvement Program funded by the Surtax proceeds (Penny for Pinellas), and events, which in the sole discretion of the County, constitute an emergency requiring the use of Surtax funds. No liability to the Cities shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not appropriated by the County for any or all of this Agreement for a new fiscal period, the County is not obligated to pay any sums contemplated by this Agreement beyond the portions for which funds were appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be retained by the County. Notwithstanding the foregoing, the County is not prohibited from pledging any legally available Surtax proceeds for any obligations heretofore or hereafter

incurred, which pledge will be prior and superior to any obligations of the County pursuant to this Agreement.

#### **Section 5. TERM OF AGREEMENT.**

A. The term of this Agreement will commence upon the date the Agreement has been executed by all Cities and the County and end on September 30, 2026).

B. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, indemnification and maintenance and operation of the Eligible Projects will remain in effect after termination or expiration of this Agreement.

#### **Section 6. AUDIT.**

County reserves the right to audit Cities' records as such records relate to this Agreement. County will have access to such records on a reasonable basis from the effective date of the Agreement, for the duration of the Agreement and until thirty-six (36) months after the date of the final payment by the County to the Cities.

#### **Section 7. NON-DISCRIMINATION.**

The Cities and the County will not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, sexual orientation, or disability. The Cities and the County will, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.



**Section 8. AMENDMENTS TO THE AGREEMENT.**

Any amendment to this Agreement must be in writing and approved by all of the Cities and the County.

**Section 9. FILING OF AGREEMENT.**

This Agreement will be filed with the Clerk of the Circuit Court, as provided in Section 163.01(11), Florida Statutes.

**Section 10. EXECUTION OF AGREEMENT.**

This Agreement may be signed in counterparts by the Cities and County.

**Section 11. PRIOR AGREEMENT SUPERSEDED.**

This Agreement supersedes any prior agreements between the parties on this subject matter.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed by the proper officers thereof, as of the day and year indicated on each signature page.

**<ADDITIONAL SIGNATURE PAGES FOLLOW>**

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

ATTEST:  
KEN BURKE, CLERK

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

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

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

[SEAL]

**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:

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 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:

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:

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 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 TREASURE ISLAND

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

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