

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE
TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY
TO IDENTIFY FUTURE TRANSPORTATION SOLUTIONS**

This Interlocal Agreement (this "Agreement"), is entered into this 8th day of January, 2018, between **Pinellas County**, a political subdivision of the State of Florida (hereinafter referred to as the "County") whose address is 315 Court Street, Clearwater, FL 33756, and the **Tampa-Hillsborough County Expressway Authority** (hereinafter referred to as "THEA") whose address is 1104 E. Twiggs Street, Suite 300, Tampa, FL 33602. The County and THEA are collectively referred to as "Parties" herein.

WITNESSETH:

WHEREAS, this Agreement is made and entered into between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969;"

WHEREAS, in accordance with Florida Statutes Section 358.54(15) gives THEA the ability to develop and operate toll facilities outside of Hillsborough County by invitation of the host jurisdiction;

WHEREAS, this Agreement invites THEA to assist Pinellas County in identifying potential transportation solutions for tolling opportunities and creating partnership opportunities on toll-viable corridors;

WHEREAS, it is the mutual desire of the Parties to inform and educate the public regarding viable future transportation solutions;

WHEREAS, Stakeholder and public education and involvement will be included in future agreements upon identification of viable toll road corridors;

WHEREAS, the Parties agree that providing citizens with safe and effective transportation systems to support the efficient flow of people and commerce that strengthens regional connectivity is beneficial to citizens and critical for workforce growth and economic development; and

WHEREAS, such partnerships result in a more efficient and cost-effective program for each governmental agency, and less duplication of efforts.

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions and terms set forth herein, the Parties hereby mutually agree as follows:

SECTION 1. DEFINITIONS

- a. Project Development and Evaluation (PD&E) - project development activities as described in the Florida Department of Transportation's PD&E manual. These activities

may include those necessary to complete a State Environmental Impact Report (SEIR), Project Environmental Impact Report (PEIR), or National Environmental Policy Act (NEPA) assessment.

- b. "Sketch Level Analysis" – "Sketch Level Analysis" for the purposes of this agreement is the preliminary analysis of a project to include toll road constructability, traffic demand/revenue analysis, and draft financing plan options. "Sketch Level Analysis" does not include public involvement, stakeholder involvement or other project development activities as described in the Florida Department of Transportation's PD&E manual. Any such PD&E activities would be included in a subsequent project specific inter-local agreement.

SECTION 2. PURPOSE

The purpose of this Agreement is to set forth the relationship of the Parties with respect to their general responsibilities to provide analysis on potential toll facility solutions that will benefit the citizens of the County and will feature the development of a "Sketch Level Analysis" by THEA for approval by both Parties' Boards in consideration of future transportation solutions and partnership opportunities.

SECTION 3. PERFORMANCE OF SERVICES

The County and THEA shall perform the services as described below:

- a. THEA will be fully responsible for the total cost of any "Sketch Level Analysis" to the extent that it is provided for within the approved THEA Work Program (Traffic/Revenue, Constructability and Financial Options). Neither the County or THEA will have any funding obligations toward additional analysis until such time that a separate project specific Interlocal Agreement is brought forward before both the County and THEA Boards for approval to develop and proceed with additional phases of individual project development.
- b. County staff will identify subject corridors and will have them approved by the Pinellas County Administrator's Office before analysis commences.
- c. THEA will reach out to necessary stakeholders, specifically for technical data (model data, traffic counts, planning documents, etc.) to complete "Sketch Level Analysis". The County will assist as needed to ensure that the requested data are available.
- d. The "Sketch Level Analysis" elements to be performed by THEA are to include:
 - i. Traffic and Revenue
 - Traffic modeling and revenue estimates for toll road
 - ii. Concept Development
 - Build Scenario
 - Constructability
 - Cost estimates
 - iii. Financial Plan
 - Develop financial options for subject corridor
- e. THEA will present the "Sketch Level Analysis" to the Pinellas County Administrator's Office and Staff.

- f. Pinellas County will be responsible for gathering any feedback, recommendations or input from other agencies or partners on the “Sketch Level Analysis”. Examples of these agencies or partners include Forward Pinellas, FDOT and other municipalities.
- g. The Pinellas County Administrator and THEA Executive Director will determine if project is suitable to present to their respective Boards.
- h. If the Pinellas County Administrator determines that the project should go to the County Board, THEA will present completed “Sketch Level Analysis” to the Pinellas County Board of County Commissioners.
- i. The Pinellas County Board of County Commissioners and THEA Board will decide if an Interlocal Agreement will be developed to proceed with additional phases for the project.
- j. THEA will provide for all “Sketch Level Analysis” at THEA’s own expense.
- k. Public involvement is beyond the scope of the “Sketch Level Analysis” as these activities will be included in future project specific agreements as additional project development phases are approved by the respective Boards, specifically at the PD&E, SEIR, or PEIR level, depending on the corridor.
- l. If the County chooses to coordinate with other stakeholders beyond Section 3k via presentations, meetings, etc. it will be the County’s financial and staff responsibility during the “Sketch Level Analysis.”

SECTION 4. NOTICES

All notices required under this Agreement between the Parties shall be in writing and delivered via USPS Certified Mail. Notice shall be considered delivered and received as reflected by certified mail delivery receipt. All notices between the Parties shall be sent to the following respective Project Managers at their following respective addresses:

Pinellas County

Mr. Addie Javed, P.E.
Director, Public Works
Pinellas County

22211 US 19 N., Bldg 1
Clearwater, FL 33756

THEA

Mr. Robert Frey
Director, Planning & Innovation
Tampa-Hillsborough County Expressway
Authority

1104 E. Twiggs Street, Suite 300
Tampa, FL 33602

Either party may designate a replacement Project Manager at any time, which shall become effective immediately upon receipt of notice of such replacement designation by the other party.

SECTION 5. AMENDMENT

This Agreement may only be amended by mutual written agreement of the Parties.

SECTION 6. TERMINATION

This Agreement may be terminated in writing by either party without cause upon fifteen (15) days of receipt of notice of termination by the other party. This Agreement may also be terminated at any time by mutual written agreement of the parties.

In accordance with Section 4 above, any termination notice shall be sent by USPS Certified Mail and deemed delivered or received on the date reflected by the certified mail delivery receipt.

SECTION 7. FILING, EFFECTIVE DATE, AND TERM

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of Circuit Court of Pinellas County, Florida, after the Agreement has been fully executed by the Parties, and shall take effect upon the date of filing. Unless terminated in accordance with Section Six (6) above, this Agreement shall expire on **December 31, 2023**, unless renewed in writing by mutual agreement of the Parties hereto for any additional length of time.

SECTION 8. PAYMENT LIMITATIONS AND FISCAL NON-FUNDING

This Agreement is not a general obligation of the County or THEA. It is understood that neither this Agreement nor any representation by any employee or officer of the County or THEA creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year for which this Agreement is executed. No liability shall be incurred by the County or THEA, or any department of the County or THEA, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County or THEA for any or all of this Agreement, neither the County or THEA shall be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County and THEA agree to promptly notify the other party in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County or THEA.

SECTION 9. INDEMNIFICATION AND NON-AGENCY RELATIONSHIP

Each party shall be fully responsible for the negligence of its respective employees, officers, and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this Agreement or contracts related thereto.

SECTION 10. PUBLIC RECORDS

The Parties acknowledge that the information and data they manage pursuant to this Agreement may be public records in accordance with Chapter 119, Florida Statutes, and agree to fully comply therewith.

SECTION 11. SEVERABILITY

If any word, clause, sentence, paragraph, or section of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

SECTION 12. ENTIRE AGREEMENT

This document embodies the whole Agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal, between the Parties hereto.

SECTION 13. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceeding related to disputes under this Agreement shall be situated in Pinellas County, Florida.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate existing under the laws of the

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: *Vincent J. Cassidy*

By: *Karen Williams Seel*

Print: Vincent J. Cassidy

Print: ~~Kenneth T. Welch~~ Karen Williams Seel

Title: Chairman

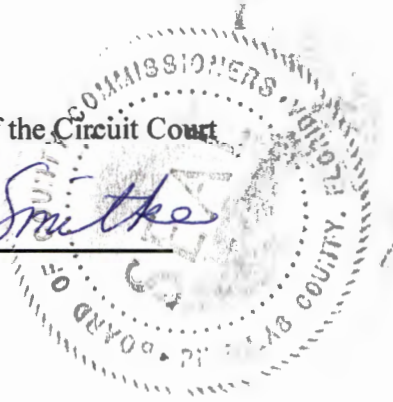
Title: Chairman

ATTEST:

ATTEST: Ken Burke, Clerk of the Circuit Court

By: *Joe Waggoner*
Joe Waggoner, Executive Director

By: *Arline J. Smith*
Deputy Clerk



Approved as to Content and Form:

Approved as to Form:

By: *[Signature]*
THEA Attorney (designee)

By: *[Signature]*
Office of the County Attorney