

No. 16-1082  
BCC 7-10-12  
9:32 A.M. Wardia/SMITKE

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Deviating from the agenda and at the request of the Chairman, Item No. 16 was addressed at this time.

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#16 Gulf Boulevard Beautification Project Interlocal Agreement between Pinellas 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 approved; Chairman authorized to sign the Interlocal Agreement and the Clerk to attest (Department of Environment and Infrastructure).

Referring to a PowerPoint presentation, a copy of which has been filed and made a part of the record, Director of Transportation and Stormwater Peter J. Yauch discussed the history and objectives of the Gulf Boulevard Beautification Project; whereupon, he indicated that the Penny for Pinellas renewal approved by the citizens in 2007 included a \$35 million allocation for Gulf Boulevard improvements; that the Interlocal Agreement provides \$3.5 million per year during Fiscal Years 2013 through 2016 and \$7.0 million per year during Fiscal Years 2017 through 2019; that funding will be allocated to individual cities based on their frontage along Gulf Boulevard; and that cities will be reimbursed for eligible projects completed after March 13, 2007. Mr. Yauch indicated that the Barrier Islands Governmental Council (BIG-C) will be responsible for the review and approval of projects and the development of project schedules to match funding availability; and that the cities will develop plans and specifications, advertise projects, coordinate construction and inspection, and submit project invoices for reimbursement by the County.

Responding to query by Commissioner Roche, Mr. Yauch confirmed that the March 2007 project eligibility date is based on the date that "Penny 3" was approved by the voters, rather than the 2010 start of the Penny term; and that the matter has been reviewed and approved by the County Attorney's Office; and Attorney Bennett concurred.

Chairman Morroni thanked the BIG-C mayors and commissioners for their work on the project over the last twelve years; whereupon, Indian Shores Mayor Jim Lawrence spoke in support of the proposed Interlocal Agreement, noting that the BIG-C has formed a

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subcommittee for the purpose of evaluating the projects as they are submitted by the cities. Commissioner Seel thanked Mayor Lawrence, noting that he has spent an enormous amount of time to ensure that the Interlocal Agreement came to fruition.

- Motion - Commissioner Latvala
- Second - Commissioner Welch
- Vote - 7 - 0

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into as of this 10<sup>th</sup> day of July, 2012, 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 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 expires on December 31, 2019; and

**WHEREAS,** the County recognizes that the Pinellas County Gulf Boulevard Improvement Program – April 2007 (“Improvement Plan”) is of county wide importance and may be funded by the Surtax, 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 shall be effective upon 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, on a reimbursement basis, from its 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 in conformance with the Improvement Plan (“Eligible Projects”) and the requirements of Section 212.055(2), Florida Statutes. Beginning in Fiscal Year 2013, Cities may request funds on a quarterly basis in arrears from the County for reimbursement of expenditures for work completed on or after Mach 13, 2007, on Eligible Projects. Such reimbursements will not exceed

the Cities' annual allocations contained in Appendix A and Appendix B. Invoices for Eligible Projects shall include evidence that payments have been made and any other documentation the County may reasonably require and shall be submitted no more frequently than quarterly.

B. The County will provide funding to each City for seven (7) years beginning in Fiscal Year (FY) 2013 Calendar Year (CY) October, 2012 and based upon the lineal road frontage of Gulf Boulevard that is contained in each of the Cities as depicted in the attached tables contained in Appendix A and Appendix B. Appendix A depicts the maximum County allocation to each City for FY 2013 – FY 2016 for a total allocation of \$3.5 million in each of the four (4) fiscal years between FY 2013 and FY2016. Appendix B depicts the maximum County allocation to each City for FY 2017 – FY 2019 for a total allocation of \$7.0 million in each of the three (3) fiscal years between FY 2017 and FY 2019. Appendix C depicts the total allocation to each City based on \$35 million projected funding for the Improvement Plan by the County.

C. The County shall retain all funds until payment is made to the Cities as provided for in this Agreement. Any funds not reimbursed to a City in a fiscal year will rollover each year until the termination of this Agreement. Eligible Project costs shall not exceed the amount depicted in Appendix C. In the event a City elects not to complete an Eligible Project on the Improvement Plan, the reimbursable cost of the Eligible Project is less than the sum allocated to a City in Appendix C, or funds are not otherwise paid to a City prior to the expiration of the term or termination of this Agreement, said funds shall 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 the Eligible Projects

beyond the funding described in the Agreement.

**Section 3. CITIES' RESPONSIBILITIES.**

A. The Cities shall be solely responsible for designing, contracting and managing completion of Eligible Projects. The Cities shall be obligated to 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. The Cities shall be responsible for maintaining, repairing, replacing and upgrading Eligible Projects in perpetuity.

B. The Cities shall be 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).

C. Each City shall 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.**

The 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 shall be limited to an obligation in any given year to budget and appropriate from legally available 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 April 22, 2008 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 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 shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portions for which were appropriated. The County agrees to promptly notify the Cities in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate on the last day of the current fiscal year without penalty to the County and all unexpended funds shall be retained by the County. Alternatively, the County in its sole discretion, may fund particular Eligible Projects based on a proportionate reduction of the allocation to each City in an amount determined by the County. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available Surtax proceeds for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligations of the County pursuant to

the Agreement.

**Section 5. TERM OF AGREEMENT.**

A. The term of this Agreement shall commence upon the date the Agreement has been executed by all Cities and the County and end in FY 2019 (CY September 30, 2019).

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 shall 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 shall 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 or disability. The Cities and the County shall, 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 shall 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 hereto.

**Section 11. PRIOR AGREEMENT SUPERSEDED.**

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

**<ADDITIONAL SIGNATURE PAGES FOLLOW>**

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 first above written.

ATTEST:  
KEN BURKE, CLERK

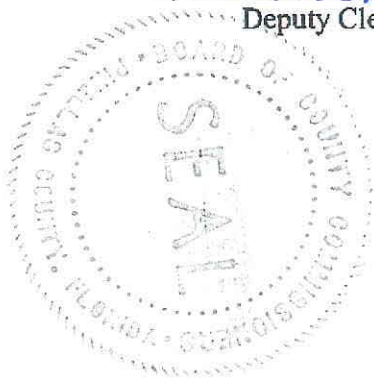
By: *Debra Groves*  
Deputy Clerk

PINELLAS COUNTY, FLORIDA, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: *John Mouni*  
Chairman

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: *Barbara Oklasek*  
Managing Assistant County Attorney



< ADDITIONAL SIGNATURE PAGES FOLLOW >

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ATTEST:

By:

Patricia Carter

City Clerk

CITY OF BELLEAIR BEACH

By:

[Signature]

Mayor

ATTEST:

TOWN OF BELLEAIR SHORE

By: Bonnie D'Onofrio  
City Clerk

By: John Albert  
Mayor

ATTEST:

CITY OF CLEARWATER

By: Rosemarie Call  
City Clerk

By: Frank Hubbard  
Mayor



ATTEST:

CITY OF INDIAN ROCKS BEACH

By: 

City Clerk

By: 

Mayor

ATTEST:

By: Marcia Grantham  
City Clerk

TOWN OF INDIAN SHORES

By: Jessie J. Pearce  
Mayor

ATTEST:

CITY OF MADEIRA BEACH

By:   
City Clerk

By:   
Mayor





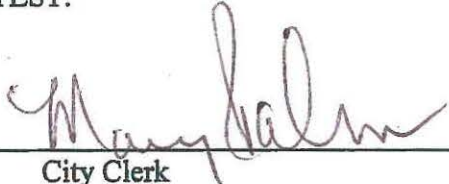
ATTEST:

TOWN OF NORTH REDINGTON BEACH

By: Mimi Caspell  
City Clerk

By: [Signature]  
Mayor

ATTEST:

By:   
City Clerk

TOWN OF REDINGTON SHORES

By:   
Mayor

ATTEST:

CITY OF REDINGTON BEACH

By: Janina Patrus, CMC

City Clerk  
Janina Patrus, CMC

By: Nick Simons

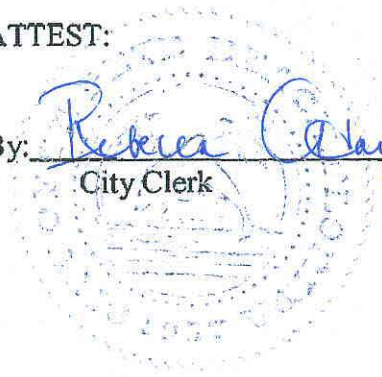
Mayor  
Nick Simons

ATTEST:

By:

*Rebecca C. Day*

City Clerk



CITY OF ST. PETE BEACH

By:

*Steve McLaughlin*

Mayor

ATTEST:

CITY OF TREASURE ISLAND

By: Dawn Foso  
City Manager Clerk

By: Robert Manning  
Mayor

**APPENDIX A**  
**FY 2013 – FY2016**  
**(Allocation Each Year Beginning CY October, 2012)**

<b>City/Town</b>	<b>ROW Footage</b>	<b>% of Footage</b>	<b>Yearly Allocation</b>	<b>FY2013-2016 Total</b>
<b>Clearwater</b>	<b>45,796</b>	<b>19.1668%</b>	<b>\$670,838</b>	<b>\$2,683,352</b>
<b>Belleair Beach</b>	<b>14,471</b>	<b>6.0565%</b>	<b>\$211,977</b>	<b>\$847,908</b>
<b>Belleair Shore</b>	<b>5,431</b>	<b>2.2730%</b>	<b>\$79,555</b>	<b>\$318,220</b>
<b>Indian Rocks Beach</b>	<b>27,982</b>	<b>11.7112%</b>	<b>\$409,892</b>	<b>\$1,639,568</b>
<b>Indian Shores</b>	<b>27,364</b>	<b>11.4525%</b>	<b>\$400,837</b>	<b>\$1,603,348</b>
<b>Redington Shores</b>	<b>11,760</b>	<b>4.9219%</b>	<b>\$172,266</b>	<b>\$689,064</b>
<b>No. Redington Beach</b>	<b>7,954</b>	<b>3.3290%</b>	<b>\$116,515</b>	<b>\$466,060</b>
<b>Redington Beach</b>	<b>10,638</b>	<b>4.4523%</b>	<b>\$155,830</b>	<b>\$623,320</b>
<b>Madeira Beach</b>	<b>22,524</b>	<b>9.4269%</b>	<b>\$329,941</b>	<b>\$1,319,764</b>
<b>Treasure Island</b>	<b>25,786</b>	<b>10.7921%</b>	<b>\$377,723</b>	<b>\$1,510,892</b>
<b>St. Pete Beach</b>	<b>39,228</b>	<b>16.4179%</b>	<b>\$574,626</b>	<b>\$2,298,504</b>
<b>Totals</b>	<b>238,934</b>	<b>100%</b>	<b>\$3,500,000</b>	<b>\$14,000,000</b>

**APPENDIX B**  
**FY 2017 – FY2019**  
**(Allocation Each Year Beginning CY October, 2016)**

<b>City/Town</b>	<b>ROW Footage</b>	<b>% of Footage</b>	<b>Yearly Allocation</b>	<b>FY2017- FY2019 Total</b>
<b>Clearwater</b>	<b>45,796</b>	<b>19.1668%</b>	<b>\$1,341,676</b>	<b>\$4,025,028</b>
<b>Belleair Beach</b>	<b>14,471</b>	<b>6.0565%</b>	<b>\$423,954</b>	<b>\$1,271,862</b>
<b>Belleair Shore</b>	<b>5,431</b>	<b>2.2730%</b>	<b>\$159,110</b>	<b>\$477,330</b>
<b>Indian Rocks Beach</b>	<b>27,982</b>	<b>11.7112%</b>	<b>\$819,784</b>	<b>\$2,459,352</b>
<b>Indian Shores</b>	<b>27,364</b>	<b>11.4525%</b>	<b>\$801,674</b>	<b>\$2,405,022</b>
<b>Redington Shores</b>	<b>11,760</b>	<b>4.9219%</b>	<b>\$344,532</b>	<b>\$1,033,596</b>
<b>No. Redington Beach</b>	<b>7,954</b>	<b>3.3290%</b>	<b>\$233,030</b>	<b>\$699,090</b>
<b>Redington Beach</b>	<b>10,638</b>	<b>4.4523%</b>	<b>\$311,660</b>	<b>\$934,980</b>
<b>Madeira Beach</b>	<b>22,524</b>	<b>9.4269%</b>	<b>\$659,882</b>	<b>\$1,979,646</b>
<b>Treasure Island</b>	<b>25,786</b>	<b>10.7921%</b>	<b>\$755,446</b>	<b>\$2,266,338</b>
<b>St. Pete Beach</b>	<b>39,228</b>	<b>16.4179%</b>	<b>\$1,149,252</b>	<b>\$3,447,756</b>
<b>Totals</b>	<b>238,934</b>	<b>100%</b>	<b>\$7,000,000</b>	<b>\$21,000,000</b>

**APPENDIX C**  
**FY 2013 – FY2019**  
**(Total Allocation for Each City/Town)**

<b>City/Town</b>	<b>FY2013- FY2016 Total</b>	<b>FY2017- FY2019 Total</b>	<b>Total Project Allotment</b>
<b>Clearwater</b>	<b>\$2,683,352</b>	<b>\$4,025,028</b>	<b>\$6,708,380</b>
<b>Belleair Beach</b>	<b>\$847,908</b>	<b>\$1,271,862</b>	<b>\$2,119,770</b>
<b>Belleair Shore</b>	<b>\$318,220</b>	<b>\$477,330</b>	<b>\$795,550</b>
<b>Indian Rocks Beach</b>	<b>\$1,639,568</b>	<b>\$2,459,352</b>	<b>\$4,098,920</b>
<b>Indian Shores</b>	<b>\$1,603,348</b>	<b>\$2,405,022</b>	<b>\$4,008,370</b>
<b>Redington Shores</b>	<b>\$689,064</b>	<b>\$1,033,596</b>	<b>\$1,722,660</b>
<b>No. Redington Beach</b>	<b>\$466,060</b>	<b>\$699,090</b>	<b>\$1,165,150</b>
<b>Redington Beach</b>	<b>\$623,320</b>	<b>\$934,980</b>	<b>\$1,558,300</b>
<b>Madeira Beach</b>	<b>\$1,319,764</b>	<b>\$1,979,646</b>	<b>\$3,299,410</b>
<b>Treasure Island</b>	<b>\$1,510,892</b>	<b>\$2,266,338</b>	<b>\$3,777,230</b>
<b>St. Pete Beach</b>	<b>\$2,298,504</b>	<b>\$3,447,756</b>	<b>\$5,746,260</b>
<b>Totals</b>	<b>\$14,000,000</b>	<b>\$21,000,000</b>	<b>\$35,000,000</b>