

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment to Interlocal Agreement ("First Amendment") is made and entered into on this ____ day of _____, 2025, by and between Pinellas County, a political subdivision of the State of Florida, (the "County"), and the Town of Kenneth City, a municipal corporation of the State of Florida with its principal place of business located at 6000 54th Avenue North Kenneth City, FL 33709 (the "City," together with the County, the "Parties"), shall amend and supplement that certain Interlocal Agreement entered into by and between the Parties dated August 31, 2023 (hereinafter the "Interlocal Agreement").

WHEREAS, the Parties entered into the Interlocal Agreement to share responsibilities between its corresponding building and development review departments; and

WHEREAS, pursuant to Section 12(i) of the Interlocal Agreement, the City is responsible for computing and collecting the County's multi-modal impact fees as set forth in the County's fee schedule; and

WHEREAS, Section 163.3180, Florida Statutes, was amended to require that a county and municipality that charge a developer a development or redevelopment transportation impact fee enter into an interlocal agreement setting forth minimum standards to ensure a development or redevelopment is not charged twice for the same transportation capacity impacts; and

WHEREAS, the Parties wish to revise the Interlocal Agreement to ensure compliance with the amended state law requirements; and

WHEREAS, the Parties have agreed to the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided in this First Amendment, it is hereby agreed that the Interlocal Agreement is amended as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated in this First Amendment by reference.
2. **Defined Terms.** Unless otherwise defined in this First Amendment, all capitalized terms used in this First Amendment shall have the meanings provided in the Interlocal Agreement, including any exhibits thereto.
3. Section 12(i) of the Interlocal Agreement is hereby amended to read as follows:

Impact Fees: The City shall collect the Town of Kenneth City Development Impact Fee and Recreation Impact Fee as required in Sec. 14-191, Sec. 14-192, and Sec. 15-15 (10) Permit Fees, of the Kenneth City Code. Further, the City shall be responsible for the computation and collection of the Pinellas County multi-modal impact fee, as set forth in the applicable County

schedule. The amount of the required Impact Fees shall be computed in the manner set forth in Section 150-40 of the Pinellas County Land Development Code.

Pursuant to Section 150-42 of the Pinellas County Land Development Code, the City shall establish a trust account which shall be used exclusively for impact fees collected under the terms of Chapter 150, Article II of the Pinellas County Land Development Code. Pursuant to Section 150-43(e) of the Pinellas County Land Development Code, the fees shall be held by the City until the end of the fiscal year in which collected. On the beginning of each new fiscal year (October 1), the City shall transfer one-half of all fees collected, and the interest accrued thereon, less the amount retained by the City for administering the impact fee program, to the County for placement in the appropriate County impact fee trust account.

The City and County agree that any new development or redevelopment shall not be charged twice for the same transportation capacity impacts.

4. **Conflicts.** All other provisions of the Interlocal Agreement not specifically amended by this First Amendment shall remain in full force and effect. To the extent that this First Amendment conflicts with the Interlocal Agreement, the provisions of this First Amendment shall govern.
5. **Counterparts.** This First Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
6. **Electronic Signatures.** This First Amendment may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this First Amendment and shall be treated in all respects as an original handwritten signature.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date first above written. The individuals signing this First Amendment represent and warrant that they are duly authorized and have the legal capacity to execute this First Amendment.

THE CITY OF KENNETH CITY

By: _____
Megan Zemaitis, City Mayor

Attest: _____
Kristin Cook, City Clerk

Approved as to Form:

Ralf Brookes, City Attorney

PINELLAS COUNTY, FLORIDA

By: _____

Print Name: Brian Scott

Title: Chair

ATTEST: KEN BURKE, CLERK

By: _____

APPROVED AS TO FORM

By: David Barrera

Office of the County Attorney

