

INTERLOCAL AGREEMENT FOR FINANCIAL CONTRIBUTIONS

THIS INTERLOCAL AGREEMENT FOR FINANCIAL CONTRIBUTIONS (“Agreement”), entered into on this ____ day of _____, 20__ , is made and entered into by and between the **Tampa Bay Area Regional Transit Authority**, a regional transportation authority organized and existing under the laws of the state of Florida (“TBARTA”), **Hernando County**, a political subdivision of the state of Florida (“Hernando”), **Hillsborough County**, a political subdivision of the state of Florida (“Hillsborough”), **Manatee County**, a political subdivision of the state of Florida (“Manatee”), **Pasco County**, a political subdivision of the state of Florida (“Pasco”), **Pinellas County**, a political subdivision of the state of Florida, the **City of St. Petersburg**, a Florida municipal corporation (“St. Petersburg”), and the **City of Tampa**, a Florida municipal corporation (“Tampa”)(collectively, the “Parties”).

RECITALS

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes government units to cooperate and make the most effective use of their powers and resources by entering into interlocal agreements; and

WHEREAS, pursuant to Chapter 343, Part III, Florida Statutes, TBARTA covers Hernando, Hillsborough, Manatee, Pasco, and Pinellas counties; and

WHEREAS, St. Petersburg is the largest municipality within the service area of the Pinellas Suncoast Transit Authority, and therefore the mayor of St. Petersburg (or a designated alternative) serves as a member of TBARTA’s governing board, pursuant to Chapter 343, Part III, Florida Statutes; and

WHEREAS, Tampa is the is the largest municipality within the service area of the Hillsborough Area Regional Transit Authority, and therefore the mayor of Tampa (or a designated alternative) serves as a member of TBARTA’s governing board, pursuant to Chapter 343, Part III, Florida Statutes; and

WHEREAS, the Parties wish to enter into an agreement to provide for annual financial contributions to be made by Hernando, Hillsborough, Manatee, Pasco and Pinellas counties, and the cities of St. Petersburg, and Tampa (collectively, “Contributors” and individually, “Contributor”), to TBARTA. and the method for determining each Contributor’s annual contribution.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated herein by reference.

2. CONTRIBUTIONS

Starting in Fiscal Year 2023 and continuing for the duration of this Agreement, each Contributor on October 1st of each year during the term of this Agreement, shall contribute to TBARTA an amount equal to \$0.17 (seventeen cents) per capita of the population of that Contributor, according to the most recent available population estimates of local government units from The Office of Economic and Demographic Research, pursuant to section 186.901, Florida Statutes. For a Contributor County that has a Contributor City located within its boundaries, that Contributor County's contribution amount will be decreased by that Contributor City's contribution amount (i.e., Hillsborough's contribution amount will be reduced by Tampa's contribution amount and Pinellas' contribution amount will be reduced by St. Petersburg's contribution amount.). TBARTA will provide an invoice to each Contributor at least forty-five (45) days prior to the commencement of each fiscal year during the term of this Agreement, with payment due on October 1 of each year. The Contributors' payments shall be due in accordance with the Local Government Prompt Payment Act, section 218.70, et seq., Florida Statutes.

3. FUNDING LIMITATION

The Contributors and TBARTA understand that each Contributor's performance of this Agreement is contingent upon annual appropriation of funds by that Contributor's governing body for obligations hereunder. The obligations of TBARTA and each Contributor as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, a party shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the party pursuant to this Agreement. In the event sufficient budgeted funds are not appropriated for a new fiscal year of a particular Contributor, the affected Contributor shall notify the other Contributors and TBARTA of such an occurrence, this Agreement shall terminate as to the affected Contributor on the last day of the current fiscal year without penalty or expense to the affected Contributor, and the Agreement shall remain in full force and effect as it pertains to the remaining Contributors and TBARTA. Each Contributor understands that this Agreement is not a commitment of future appropriations by any Contributor's governing body.

4. LIABILITY

TBARTA and each Contributor shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment as set forth in section 768.28(9) and shall only be liable for any damages resulting from said negligence to the extent provided in Section 768.28, Florida Statutes. Nothing herein shall serve as a waiver of sovereign immunity by TBARTA or any Contributor for any claims for which TBARTA or Contributor is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes.

Nothing herein shall be construed as consent by TBARTA or any Contributor to be sued by third parties in any matter arising out of this Agreement. Contributors shall not be responsible for any actions taken by TBARTA that are funded with the Contributors contributions.

5. WITHDRAWAL

Any Contributor may withdraw from this Agreement by notifying all other parties in writing at least thirty (30) calendar days prior to the beginning of the next Fiscal Year, which is no later than September 1. Notwithstanding any Contributor's withdrawal, this Agreement shall remain in full force and effect as it pertains to the remaining Contributors and TBARTA.

6. EFFECTIVE DATE; RECORDING; TERM

Pursuant to section 163.01(11), Florida Statutes, this Agreement shall be filed with the clerk of the circuit court of each county where a party to the Agreement is located, and this Agreement shall be effective on the date of last filing of this Agreement with the five clerks of the circuit court ("Effective Date") and shall remain in effect until terminated by the Parties, or the withdrawal of all Contributors from this Agreement.

7. AMENDMENT

This Agreement may not be amended or modified except in writing, executed by the Parties. Any amendments must comply with the requirements of section 163.01(11), Florida Statutes.

8. GOVERNING LAW

This Agreement shall be construed by and controlled under the laws of the state of Florida.

9. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or landlord and tenant or of partnership or of joint venture between or among the Parties.

10. SEVERABILITY

If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

11. NOTICES

All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to TBARTA

If to Hernando

With required copy to:

Alan S. Zimmet, B.C.S.

Bryant Miller Olive, P.A.

One Tampa City Center, Suite 2700

Tampa, Florida 33602

If to Hillsborough

If to Manatee

If to Pasco

If to Pinellas

Thomas Washburn
Director, Transportation Division
Pinellas County Public Works
22211 US 19 North
Clearwater, FL 33765
twashburn@pinellascounty.org
727.464.8804

If to St. Petersburg

If to Tampa

Any party may change its above noted address by giving written notice to the other parties in accordance with the requirements of this section.

12. DISPUTES

With regard to any disputes arising under this Agreement, the Parties agree to comply with the requirements of Chapter 164, Florida Statutes.

13. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

14. SURVIVAL

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

15. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue.

16. COUNTERPARTS

This Agreement 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.

17. AUTHORITY

The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

This space intentionally blank. Please see following pages for signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Tampa Bay Area Regional Transit Authority

David Green, Executive Director

Attest:

Name:_____

Title:_____

Approved as to form:

Alan Zimmet, General Counsel

Hernando County

Name:_____

Title:_____

Attest:

Name:_____

Title:_____

Approved as to form:

Name:_____

County Attorney

Hillsborough County

Name:_____

Title:_____

Attest:

Name:_____

Title:_____

Approved as to form:

Name:_____

County Attorney

Manatee County

Name:_____

Title:_____

Attest:

Name:_____

Title:_____

Approved as to form:

Name:_____

County Attorney

Pasco County

Name:_____

Title:_____

Attest:

Name:_____

Title:_____

Approved as to form:

Name:_____

County Attorney

Pinellas County

Name: Barry A. Burton

Title: County Administrator

Attest:

Name: _____

Title: _____

Approved as to form:

Brendan Mackesey _____

Name: _____ Brendan Mackesey

County Attorney

City of St. Petersburg

Name:_____

Title:_____

Attest:

Name:_____

Title:_____

Approved as to form:

Name:_____

City Attorney

City of Tampa

Name:_____

Title:_____

Attest:

Name:_____

Title:_____

Approved as to form:

Name:_____

City Attorney