INTERLOCAL AGREEMENT

RECITALS:

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution

of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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
D.	
By:	By: Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

Clerk

Mayor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMEN	NT ("Agreement") is made and entered into as of this
of	, 20, by and between Pinellas County, a political
subdivision of the State of Florida, her	reinafter referred to as the "County," and the
municipalities within Pinellas County as	set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

51.7523%
0.2783%
0.1112%
0.1463%
0.0079%
7.9957%
2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. **EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By: Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

Ву: 1040

City Clerk

Mayor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEN	MENT ("Agreement") is made and entered into as of this
of	, 20, by and between Pinellas County. a political
subdivision of the State of Florida,	hereinafter referred to as the "County," and the
municipalities within Pinellas County	as set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1. Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)

 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena:
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

C 16	0.8761%
Gulfport	
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

CITY OF BELLEAIR BLUFFS

By:

Mayor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEN	MENT ("Agreement") is made and entered into as of this
of	, 20, by and between Pinellas County, a political
subdivision of the State of Florida,	hereinafter referred to as the "County," and the
municipalities within Pinellas County	as set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of representatives from parties to this Agreement. The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%
Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. **EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

- A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.
- B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:
Deputy Clerk	Chan
[SEAL]	APPROVED AS TO FORM
	By:
	Office of the County 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 CLEARWATER

By: William Blome II
City Manager

COUNTERSIGNED:

By: - geomengretelos

Mayor

APPROVED AS TO FORM

By: City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this	
of	, 20, by and between Pinellas County, a political
subdivision of the State of Florida,	hereinafter referred to as the "County," and the
municipalities within Pinellas County	as set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City,
 Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By: Chair
[SEAL]	
	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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 DUNEDIN

By: /

APPROVED AS TO FORM

Bv:

City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this		
of	, 20, by and between Pinellas County, a political	
subdivision of the State of Florida,	hereinafter referred to as the "County," and the	
municipalities within Pinellas County	as set forth on the signature pages attached hereto,	
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:Chair
[SEAL]	APPROVED AS TO FORM
	By: Office of the County Attorney

ProLaw 83181

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

CITY OF GULFPORT, FLORIDA

City Manager

ATTEST:

By: Clerk Dy

APPROVED AS TO FORM AND CORRECTNESS

By:

City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this		
of	, 20, by and between Pinellas County, a political	
subdivision of the State of Florida,	hereinafter referred to as the "County," and the	
municipalities within Pinellas County	as set forth on the signature pages attached hereto,	
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. <u>EXECUTION</u>

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By: Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

City Clerk

By:

Mayor

INTERLOCAL AGREEMENT

RECITALS:

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By: Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

City Clerk

Mayor

INTERLOCAL AGREEMENT

RECITALS:

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)

 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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 KENNETH CITY

By: Cndy M. M. Can St By: Wanda Dudley

City Clerk

By: Wanda Dudley

Mayor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this			
of	, 20, by and between Pinellas County, a political		
subdivision of the State of Florida,	hereinafter referred to as the "County," and the		
municipalities within Pinellas County a	as set forth on the signature pages attached hereto,		
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. **EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

City Clerk

Mayor Ja Black

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this		
of	, 20, by and between Pinellas County, a political	
subdivision of the State of Florida,	hereinafter referred to as the "County," and the	
municipalities within Pinellas County	as set forth on the signature pages attached hereto,	
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)

 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. **EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	$\mathbf{R}_{\mathbf{V}}$
Deputy Clerk	By: Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

City Clerk

Mayor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEN	MENT ("Agreement") is made and entered into as of this
of	, 20, by and between Pinellas County, a political
subdivision of the State of Florida,	hereinafter referred to as the "County," and the
municipalities within Pinellas County	as set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City,
 Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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 OLDSMAR

By: City Clark

Mayor

APPROVED AS TO FORM

By: City Attomati

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _______ of _________, 20_17, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the municipalities within Pinellas County as set forth on the signature pages attached hereto, 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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

MAY 24 2887 MAY 24 2887 MANAGE MALES

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEN	MENT ("Agreement") is made and entered into as of this
of	, 20, by and between Pinellas County, a political
subdivision of the State of Florida,	hereinafter referred to as the "County," and the
municipalities within Pinellas County	as set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. **EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

By: Karen Cums

CITY OF SAFETY HARBOR

y:_____ Mayor

APPROVED AS TO FORM

By: City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of thi		
of	, 20, by and between Pinellas County, a political	
subdivision of the State of Florida, here	einafter referred to as the "County," and the	
municipalities within Pinellas County as s	et forth on the signature pages attached hereto,	
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and

B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.

- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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 SEMINOLE

By: Patricia Bilinga

Mayor

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this		
of	, 20, by and between Pinellas County, a political	
subdivision of the State of Florida,	hereinafter referred to as the "County," and the	
municipalities within Pinellas County	as set forth on the signature pages attached hereto,	
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of representatives from parties to this Agreement. The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%
Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. **EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. <u>ANNUAL REPORTING REQUIREMENTS</u>

- A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.
- B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:
Deputy Clerk	Chair
[SEAL]	APPROVED AS TO FORM
	By:
	Office of the County 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 ST. PETE BEACH

City Clerk

Day 6/27/2017 By: Mayor Mayor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEN	MENT ("Agreement") is made and entered into as of this
of	, 20, by and between Pinellas County, a political
subdivision of the State of Florida,	hereinafter referred to as the "County," and the
municipalities within Pinellas County	as set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. <u>AMENDMENTS TO AGREEMENT</u>

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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]	APPROVED AS TO FORM
	By: Office of the County Attorney

ProLaw 83181

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 SOUTH PASADENA

City Clerk

Mayor

Aconver to Farm

DAVID OTTINEE, Ciry Arrancy

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEM	IENT ("Agreement") is made and entered into as of this
of	, 20, by and between Pinellas County, a political
subdivision of the State of Florida,	hereinafter referred to as the "County," and the
municipalities within Pinellas County a	as set forth on the signature pages attached hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds
 - b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. **EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. <u>AMENDMENTS TO AGREEMENT</u>

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:Chair
[SEAL]	APPROVED AS TO FORM
	By:
*	Office of the County Attorney

ProLaw 83181

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 TARPON SPRINGS

Mayo

Irene S. Jacobs, City Clerk

Chris Alahouzos, Mayor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered it	nto as of this
of, 20, by and between Pinellas Coun	y, a political
subdivision of the State of Florida, hereinafter referred to as the "County	," and the
municipalities within Pinellas County as set forth on the signature pages attac	hed hereto,
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 of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

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

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and
- B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. <u>DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX</u>

- A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.
- B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.
- C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:
- (1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:
 - a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes)
 8.3% of Net Proceeds

b. Jail and Courts Facilities

3.0% of Net Proceeds

TOTAL COUNTYWIDE INVESTMENTS

11.3% OF NET PROCEEDS

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution

of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin:
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%

Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. <u>SEVERABILITY</u>

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

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.

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:	By:Chair
[SEAL]	APPROVED AS TO FORM
	By:Office of the County Attorney

ProLaw 83181

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

City Artorney