

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the Mayor to enter into an Interlocal Agreement with Pinellas County for the extension of the Penny for Pinellas Local Infrastructure Sales Surtax from 2020-2030.

Date: August 22, 2017

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: The City Commission on June 27, 2017 approved an Interlocal Agreement with Pinellas County for the extension the Penny For Pinellas. The agreement adopted by the County Commission on August 1st included changes and the City is being requested to adopt the attached revised agreement. Please see highlighted area in Section 2.c for the changes. This funding source has been in places since 1990 and represents a critical source of revenue for the County and all Pinellas County Cities. The extension of the penny surtax is scheduled to be on the November, 2017 ballot for voter approval. The surtax can only be used for long term capital expenditures. The County website has a very informative link providing information about the penny and how it has been used in the past.

Requested Motion: “I move to authorize the Mayor to enter into an Interlocal Agreement with Pinellas County for the extension of the Penny for Pinellas Local Infrastructure Sales Surtax from 2020-2030.”

Attachments: Updated Penny Interlocal Agreement

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: _____
Deputy Clerk

By: _____
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:

TOWN OF BELLEAIR

By: _____
City Clerk

By: _____
Mayor

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

By: _____
City Clerk

By: _____
Mayor

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 BLUFFS

By: _____
City Clerk

By: _____
Mayor

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 SHORE

By: _____
City Clerk

By: _____
Mayor

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: _____
City Clerk

By: _____
City Manager

COUNTERSIGNED:

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City 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 DUNEDIN

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

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

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
City Clerk

By: _____
City 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 INDIAN ROCKS BEACH

By: _____
City Clerk

By: _____
Mayor

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

By: _____
City Clerk

By: _____
Mayor

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: _____
City Clerk

By: _____
Mayor

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 LARGO

By: _____
City Manager

By: _____
Mayor

[SEAL]

REVIEWED AND APPROVED:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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

By: _____
City Clerk

By: _____
Mayor

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

By: _____
City Clerk

By: _____
Mayor

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 Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City 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 PINELLAS PARK

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND CONTENT

By: _____
City 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:

TOWN OF REDINGTON BEACH

By: _____
City Clerk

By: _____
Mayor

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 SHORES

By: _____
City Clerk

By: _____
Mayor

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 SAFETY HARBOR

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City 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

By: _____
City Clerk

By: _____
Mayor

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. PETERSBURG

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND CONTENT:

By: _____
City Attorney (designee)

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: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City 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 SOUTH PASADENA

By: _____
City Clerk

By: _____
Mayor

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

By: _____
City Clerk

By: _____
Mayor

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

By: _____
City Manager

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney