



City of Tarpon Springs, Florida

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TARPON SPRINGS, FLORIDA 34688-5004
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BOARD OF COMMISSIONERS MEETING AGENDA ITEM

Meeting Date:

January 8, 2019

Subject:

Interlocal Agreement between the City of Oldsmar, City of Safety Harbor and City of Tarpon Springs, to establish and govern membership rules for the Pinellas County Infrastructure Sales Surtax (Penny for Pinellas IV) Joint Review Committee.

Recommended Action:

Approval of Interlocal Agreement

Summary Explanation / Background:

On November 17, 2017, voters in Pinellas County approved renewing the "Penny for Pinellas" One-Cent Infrastructure Sales Surtax with nearly 83 percent support countywide. The 10-year renewal runs from 2020-2030. For the first time in the history of the "Penny," part of the net proceeds (8.3%, estimated to be \$165 million), will be allocated for economic development capital projects and housing (as defined by Florida Statutes). The proceeds are to be used in accordance with guidelines set by a Joint Review Committee which will be established by resolution by the Board of County Commissioners.

The Joint Review Committee is charged with developing appropriation guidelines for the new Penny proceeds, and may also establish reporting requirements throughout the duration of the 10-year extension. The Committee is to be comprised of professional staff members of the County and municipalities in Pinellas County, which includes one (1) joint member representing the cities of Oldsmar, Safety Harbor, and Tarpon Springs.

Because the three cities share one seat on the committee, the cities met and agreed on the attached interlocal agreement which proposes that the cities rotate membership so that each city will serve terms in two-year increments through the duration of the 10-year Penny extension. This agreement is patterned after similar rotations on the Forward Pinellas and PSTA committees. Safety Harbor will serve the first two years, then Oldsmar, then Tarpon Springs. The representative will continue to rotate in the same order, once each city has had the opportunity to serve on the Committee.

The rotation order was determined after verifying that Tarpon Springs is the current rotation on Forward Pinellas and Oldsmar will soon be the rotation on PSTA. Therefore, it was agreed that Safety Harbor would be the first rotation for the Joint Review Committee.

The agreement has been reviewed by the City Attorney and has been accepted by staff at all three cities as being acceptable.

Attachment: Interlocal Agreement

INTERLOCAL AGREEMENT
FOR JOINT REVIEW COMMITTEE MEMBERSHIP

THIS INTERLOCAL AGREEMENT (Agreement) entered into this ____ day of _____, 2019, by and between the **City of Safety Harbor**, a municipal corporation located in Pinellas County, Florida (Safety Harbor), the **City of Oldsmar**, a municipal corporation located in Pinellas County, Florida (Oldsmar), and the **City of Tarpon Springs**, a municipal corporation located in Pinellas County, Florida (Tarpon Springs)(collectively, the Parties).

WHEREAS, Section 212.055, Florida Statutes, authorizes Pinellas County, a political subdivision of the State of Florida (the County) to levy a local government infrastructure sales surtax throughout the County (the Infrastructure Sales Surtax); and

WHEREAS, the Infrastructure Sales Surtax was first approved by the voters in 1989, and went into effect in February 1990; and

WHEREAS, three extensions of the Infrastructure Sales Surtax have been approved: March 1997, March 2007, February 1, 2010 through January 31, 2020, and most recently February 1, 2020 through January 31, 2030; and

WHEREAS, as part of the third renewal and extension of the Infrastructure Sales Surtax, 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 Joint Review Committee); and

WHEREAS, the Joint Review Committee membership is to be comprised of professional staff of the County and cities throughout Pinellas County, which includes one (1) joint member representing the Parties; and

WHEREAS, the Parties desire to enter into this Agreement governing the appointment of its joint membership on the Joint Review Committee.

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

1. **Recitals.** The above recitals are true and correct and incorporated herein as if set forth in full.
2. **Rotating Membership.** The Parties shall rotate the joint membership on the Joint Review Committee on two (2) year terms. Safety Harbor shall appoint the first joint member to the Joint Review Committee, whose term shall commence on January 18, 2019. Upon termination of the term of Safety Harbor's appointment, Oldsmar shall then appoint the joint member to the Joint Review Committee for the next two (2) year term. Finally, Tarpon Springs will appoint the joint member for a two (2) year term

commencing upon the termination of Oldsmar's appointment. The appointment of the joint member will continue to rotate in that same order (Safety Harbor, Oldsmar, Tarpon Springs) during the remainder of the term of this Agreement. The joint member shall serve at the will and pleasure of the appointing authority and shall serve the interests of all Parties to this Agreement.

3. **Appointment.** In exercising the appointments provided herein, the Parties shall appoint a professional staff member with subject matter expertise in economic development, planning, and/or housing, and shall otherwise appoint someone who meets all applicable criteria established by the Board of County Commissioners in its resolution establishing the Joint Review Committee and any subsequent or supplemental resolutions regarding the membership of the Joint Review Committee. In the event an individual appointed to be joint member becomes unable or unqualified to serve as the joint member, a replacement shall be appointed by the same appointing authority for the remainder of that party's two (2) year term.
4. **Communication and Reports.** The appointed joint member shall keep the City Manager of each of the Parties informed of all matters on the Joint Review Committee's agendas and any proposed guidelines or potential actions of the Joint Review Committee.
5. **Term and Termination.** This Agreement shall commence upon filing this Agreement with the County Clerk pursuant to section 163.01, Florida Statutes, and shall terminate upon either the termination of the Joint Review Committee or a change in the structure of the Joint Review Committee by the County which would cause the Parties membership to no longer be a joint membership.

CITY OF SAFETY HARBOR

Joe Ayoub, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF OLDSMAR:

Doug Bevis, Mayor

Attest:

City Clerk

Approved as form:

City Attorney

CITY OF TARPON SPRINGS

By: _____
Mayor Chris Alahouzos

Attest:

City Clerk

Approved as to Form:

City Attorney