



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** February 10, 2015

**AGENDA ITEM NO. 17**

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Approval of the Penny for Pinellas Interlocal Agreement with the City of St. Petersburg

**Department:**

Engineering and Technical Support

**Staff Member Responsible:**

Kevin Becotte, P.E., Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE PENNY FOR PINELLAS AGREEMENT WITH THE CITY OF ST. PETERSBURG (CITY).

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT BY THE CITY, AND AFTER WRITTEN APPROVAL AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN BE AUTHORIZED TO SIGN THE AGREEMENT AND THE CLERK BE AUTHORIZED TO ATTEST.

**Summary Explanation/Background:**

In April 2008, the County entered into an Interlocal Agreement with each of the municipalities to allocate the net proceeds of the local government sales surtax funds (Penny for Pinellas). The County also entered into a separate Agreement with the City of St. Petersburg related to funding critical infrastructure improvement projects within and adjacent to the City in the amount of \$44.5 million.

Approximately three (3) years ago, the City asked the County to consider amending the Agreement due to the City's shifting priorities; principally a replacement Police Headquarters. As a result of negotiations with Mayor Kriseman over the previous nine (9) months, the County's future obligation was reduced to \$28.2 million. The County also benefits from the use of the City's new \$70 million geographically diverse, storm strengthened (CAT 5) Police Headquarters as a back-up to the Regional 911 Center on Ulmerton Road.

This new Agreement, which replaces the previous one, better serves the interests of both the County and the City. The County's financial commitment was reduced as a result of the City providing credit for project expenditures made by the County under the original Agreement, and a twenty percent (20%) reduction in the balance due recognizing the decline in proceeds from the Penny.

Additionally, the responsibility for the projects below, the first three of which were named in the original Agreement, will be undertaken by the City, and the County's total financial obligation is capped at \$28.2 million. The payment timing will ensure consistency with the Board's established Capital Improvement Program development process and optimize liquidity within the Penny program. The majority of the payment, \$20.2 million related to the Police Headquarters, has been deferred to December 2019 to provide maximum financial flexibility to the County.

The projects are:

- Jamestown - renovation of existing units at the City - owned and managed Jamestown apartment complex.
- Sidewalk - installation of missing sidewalks along County roads within the City.
- Central Avenue - streetscape improvements from Park Street to 58th Street and mast arms at signalized intersections along Central Avenue.
- Police Headquarters - new Police Department headquarters to include an Emergency Operations Center and Regional 911 Center Backup Facility.

The Mayor presented the Agreement to the City Council on February 5, 2015.

**Fiscal Impact/Cost/Revenue Summary:**

Funding for this Interlocal Agreement is provided by the Infrastructure Sales Tax (Penny for Pinellas).

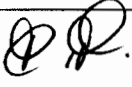


**Exhibits/Attachments Attached:**

Contract Review Transmittal  
City of St. Petersburg Resolution  
Interlocal Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT:</b> Penny for Pinellas Interlocal Agreement with the City of St. Petersburg	
<b>CONTRACT NO.:</b> N/A	<b>ESTIMATED EXPENDITURE / REVENUE:</b> \$28.2 million (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Ivan Fernandez, P.E. Kevin Becotte, P.E.	1/30/15 <del>1/30/15</del>	 		
<b>OMB:**</b> Bill Berger	1/30/15	Review provided electronically		
<b>Risk Mgmt:</b> Virginia Holscher	1/29/15	Review provided electronically	Public Entity to Public Entity	
<b>Finance:**</b> Cassandra Williams	2/2/15	Review provided electronically		
<b>Legal:</b> Jewell Cole	1/30/15	Review provided electronically		
<b>Assistant County Administrator or Executive Director:</b> David Scott, P.E.	2/2/15			

Please return to Merry Celeste, ext. #4-3185.

**RESOLUTION NO. 2015-\_\_**

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of St. Petersburg, Florida ("City") and Pinellas County, Florida ("County") entered into the St. Petersburg/Pinellas County Interlocal Agreement on April 29, 2008 ("City-County Interlocal Agreement") related to funding of critical infrastructure improvement projects within and adjacent to the City (which projects were identified in the City-County Interlocal Agreement); and

**WHEREAS**, since the projects identified in the City-County Interlocal Agreement would mutually benefit both parties, the County agreed to provide funding in the amount of \$44,500,000 for such projects with the County's share of penny funds; and

**WHEREAS**, since the execution of the City-County Interlocal Agreement, the recession has impacted collections such that revised projections of sales tax proceeds are approximately twenty-five percent (25%) less than originally projected; and

**WHEREAS**, also since the execution of the City-County Interlocal Agreement, the County has completed various projects within and adjacent to the City and the City's priorities related to the critical infrastructure improvement projects that should be funded with the County penny funds have changed; and

**WHEREAS**, in light of the foregoing, the City and County desire to terminate the City-County Interlocal Agreement and enter into a new interlocal agreement ("Interlocal Agreement") that recognizes the City's current priorities and the County's obligation to fund projects within and adjacent to the City with County penny funds in the amount of \$28,200,000; and

**WHEREAS**, City Administration recommends approval of the Interlocal Agreement.

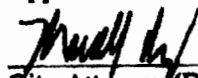
**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida, that the Interlocal Agreement between the City of St. Petersburg, Florida, and Pinellas County, Florida, is hereby approved.

**BE IT FURTHER RESOLVED** that the City Attorney's Office is authorized to make non-substantive changes to the Interlocal Agreement to correct typographical errors and clarify provisions of the Interlocal Agreement to conform to City Council's direction.

**BE IT FURTHER RESOLVED** that the Mayor or his designee is authorized to execute the Interlocal Agreement.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:



City Attorney (Designee)

Meeting of Feb 5 2015

**Interlocal Agreement  
Between the  
City of St. Petersburg, Florida and Pinellas County, Florida**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between the City of St. Petersburg, Florida ("City"), a municipal corporation, and Pinellas County, Florida ("County"), a political subdivision of the State of Florida (collectively, "Parties").

**RECITALS:**

**WHEREAS**, the County entered into an Interlocal Agreement dated April 29, 2008, with each of the municipalities located within Pinellas County to allocate the net proceeds of the local government sales surtax funds ("Penny Funds") provided for in Section 212.055(2), Fla. Stat., as approved by the electorate; and

**WHEREAS**, on April 29, 2008, the County and the City also entered into a separate Interlocal Agreement ("City-County Interlocal Agreement") related to funding of critical infrastructure improvement projects within and adjacent to the City (which projects were identified in the City-County Interlocal Agreement); and

**WHEREAS**, since the projects identified in the City-County Interlocal Agreement would mutually benefit both Parties, the County agreed to provide funding in the amount of forty-four million five hundred thousand dollars (\$44,500,000) for such projects with the County's share of Penny Funds ("County Penny Funds"); and

**WHEREAS**, such amount of funding with County Penny Funds was based upon the then-current projections of the revenue to be collected from the local government infrastructure sales surtax, however since that time the recession has impacted collections such that revised projections of sales tax proceeds are approximately twenty-five percent (25%) less than originally projected; and

**WHEREAS**, since the execution of the City-County Interlocal Agreement, the County has completed various projects within and adjacent to the City; and

**WHEREAS**, since the execution of the City-County Interlocal Agreement, the City's priorities related to the critical infrastructure improvement projects that should be funded with the County Penny Funds have changed and the City requested the County to reconsider the projects to be funded with the County Penny Funds; and

**WHEREAS**, the City's current priorities are identified in paragraph 2 of this Agreement and include the proposed St. Petersburg Police Headquarters, which the County has determined will contribute not only to the safety and welfare of the citizens of St. Petersburg, but also to the citizens of the County as a whole insofar as the new police headquarters will provide a CAT 5 back-up facility to the Regional 911 Center, as well as other safety-related benefits; and

**WHEREAS**, taking into consideration all of the foregoing recitals, the Parties desire to terminate the City-County Interlocal Agreement and enter into this Agreement that recognizes the City's current priorities and the County's obligation to fund projects within and adjacent to the City with County Penny Funds in the amount of twenty-eight million two hundred thousand dollars (\$28,200,000).

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, all of which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. TERMINATION OF EXISTING INTERLOCAL AGREEMENT.**

The St. Petersburg/Pinellas County Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida dated April 29, 2008 (referred to above as the City-County Interlocal Agreement) is hereby terminated.

**SECTION 2. PROJECTS.**

A. The County shall pay the City from County Penny Funds or other available non-ad valorem revenue that the County has budgeted for this purpose, including such revenue as available grant funds (provided the grant funds do not impose any requirements or restrictions on the City related to use of such funds other than those set forth in this Agreement) for the following projects in accordance with the terms and conditions set forth below:

- i. Jamestown. This project consists of fully renovating existing units at the City owned and managed Jamestown apartment complex. The County shall pay the City two million dollars (\$2,000,000) ("Jamestown Payment") on or before December 1, 2015 for this project. In the event the Jamestown Payment exceeds the cost of this project ("Jamestown Cost"), the difference between the Jamestown Payment and the Jamestown Cost shall be utilized by the City for the Police Headquarters project described below. The County shall not be responsible for contributing any additional funds to this project in the event the Jamestown Cost exceeds the Jamestown Payment.
- ii. Sidewalks. This project consists of installing missing sidewalk segments along County roads within the City. The County shall pay the City one million seven hundred thousand dollars (\$1,700,000) ("Sidewalk Payment") on or before June 1, 2016 for this project. In the event the Sidewalk Payment exceeds the cost of this project ("Sidewalk Cost"), the difference between the Sidewalk Payment and Sidewalk Cost shall be utilized by the City for the Police Headquarters project described below. The County shall not be responsible for contributing any additional funds to this project in the event the Sidewalk Cost exceeds the Sidewalk Payment.

- iii. Central Avenue. This project consists of streetscape improvements from Park Street to 58<sup>th</sup> Street and mast arms at signalized intersections on Central Avenue (CR150). The County shall pay the City four million three hundred thousand dollars (\$4,300,000) ("Central Avenue Payment") on or before June 1, 2017 for this project. In the event the Central Avenue Payment exceeds the cost of this project ("Central Avenue Cost"), the difference between the Central Avenue Payment and the Central Avenue Cost shall be utilized by the City for the Police Headquarters project described below. The County shall not be responsible for contributing any additional funds to this project in the event the Central Avenue Cost exceeds the Central Avenue Payment.
- iv. Police Headquarters. This project consists of a new police department headquarters to include an EOC and Regional 911 Center Backup Facility. The County shall pay the City twenty million two hundred thousand dollars (\$20,200,000) on or before December 1, 2019 for this project. Except for any excess funds as described in subsections A.i., A.ii., and A.iii. above, the County shall not be responsible for contributing any additional funds to this project.

B. On a quarterly basis, the City shall submit documentation to the County which evidences expenditures relative to the projects described in subsection A, above.

C. The City shall maintain books and records related to this Agreement and the City shall, at any reasonable time requested by the County and as often as the County may deem necessary, make available to the County for examination of its books, records and information with respect to all projects covered by this Agreement and shall permit the County or its designated authorized representatives to audit and inspect all such books, records and information relating to all projects covered by this Agreement.

### **SECTION 3. TERM OF AGREEMENT.**

This Agreement shall commence on the Effective Date and shall remain in effect until the County has made all payments required by this Agreement.

### **SECTION 4. AMENDMENTS.**

This Agreement may only be amended by mutual, written consent of the Parties hereto.

### **SECTION 5. EXECUTION.**

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



IN WITNESS WHEREOF, the Parties to this Agreement have caused their names to be affixed by the proper officers thereof, as of the day and year first written above.

**CITY OF ST. PETERSBURG, FLORIDA**

ATTEST

By: \_\_\_\_\_  
Richard Kriseman, as its Mayor

\_\_\_\_\_  
Chan Srinivasa, City Clerk

(SEAL)

Approved as to Form and Content

\_\_\_\_\_  
City Attorney (Designee)

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Richard Kriseman, Mayor and Chan Srinivasa, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or has produced a \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary

**PINELLAS COUNTY, FLORIDA, by and through its  
Board of County Commissioners**

By: \_\_\_\_\_  
Chair

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Norman S. Loy, County Clerk

\_\_\_\_\_  
Office of the County Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, Chair of Board of County Commissioners, and Norman S. Loy, County Clerk, on behalf of Pinellas County, Florida, who are personally known to me or has produced a \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary