

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
MULTIMODAL IMPACT FEE COORDINATION**

THIS INTERLOCAL AGREEMENT FOR MULTIMODAL IMPACT FEE COORDINATION (“the Agreement”), is made and entered into this ____ day of _____, 2025, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the Town of Belleair, the City of Clearwater, the City of Dunedin, the City of Gulfport, the Town of Indian Shores, the City of Largo, the City of Madeira Beach, the Town of North Redington Beach, the City of Pinellas Park, the Town of Redington Beach, the Town of Redington Shores, the City of St. Pete Beach, the City of St. Petersburg, the City of Seminole, the City of South Pasadena, the City of Tarpon Springs, and the City of Treasure Island (individually as the “Municipality,” collectively as the “Municipalities”), and jointly referred to from time to time throughout this Agreement as the “Parties”.

Recitals

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Florida Statutes § 163.01, also known as the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, the County established a countywide mobility management system pursuant to its home rule authority which governs 1) the process of managing transportation impacts of development projects and 2) the assessment, collection, and expenditure of multimodal impact fees, pursuant to Florida Statutes § 163.31801; and

WHEREAS, the countywide multimodal transportation system consists of all transportation facilities and public rights-of-way, including roads, bridges, transit infrastructure, trails, and sidewalks that facilitate the movement of people and goods within the geographic boundaries of Pinellas County and provide connections to the broader region through a variety of travel choices; and

WHEREAS, the County and the Municipalities recognize the importance of developing and maintaining a safe, efficient, and convenient multimodal transportation

system that has adequate capacity to meet the mobility needs of all users and promote and protect public health and safety; and

WHEREAS, the County has established, as provided in Pinellas County Ordinance No. 16-21, that land development activities generate impacts to the multimodal transportation system and new development shall bear a proportionate share of the cost of capital expenditures for new or expanded multimodal transportation facilities required by such development in order to maintain adopted level of service standards and improve capacity of the countywide multimodal transportation system; and

WHEREAS, Forward Pinellas, acting in its capacity as the Pinellas County Metropolitan Planning Organization, has adopted the Pinellas County Mobility Plan to replace local transportation concurrency management programs with a countywide system that provides local governments with the means to manage the traffic impacts of development projects and increase mobility for all roadway users through local site plan review processes and the use of multimodal impact fees to fund mobility improvements; and

WHEREAS, the County has adopted a mobility management system designed to implement the Pinellas County Mobility Plan as outlined in Chapter 150 of the Pinellas County Land Development Code; and

WHEREAS, Chapter 150, Article II of the Pinellas County Land Development Code (the “Multimodal Impact Fee Ordinance”) establishes the processes by which the County and the Municipalities assess, collect, and expend multimodal impact fees (the “Impact Fees”); and

WHEREAS, the County and the Municipalities share responsibility for collection of Impact Fees for developments that will generate additional traffic impacts to the countywide multimodal transportation system; and

WHEREAS, Section 150-39 of the Pinellas County Land Development Code requires that no County or municipal certificate of occupancy, use permit, or occupational license for any activity requiring payment of the Impact Fee shall be issued unless and until the Impact Fee has been paid;

WHEREAS, Florida Statutes § 163.3180(5)(j) requires that counties and municipalities that charge developers of new developments or redevelopments a fee for transportation capacity impacts enter into an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, though both the County and the Municipalities operate pursuant to the processes and procedures established by Chapter 150, Article II of the Pinellas County Land Development Code for the assessment, collection, and expenditure of Impact Fees, there is no interlocal agreement in place memorializing the cooperative mitigation of transportation impacts; and

WHEREAS, both the County and the Municipalities wish to enter into this Agreement pursuant to Florida Statutes § 163.3180(5)(j) which will serve to memorialize their cooperative mitigation of transportation impacts.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants, promises, and representations herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 RECITALS

The above recitals are hereby incorporated fully into this Agreement as adopted findings of fact and intent.

SECTION 2 IMPOSITION AND COLLECTION OF MULTIMODAL IMPACT FEES

2.1 Pursuant to Florida Statutes § 163.3180(5)(j)(4), Impact Fees are imposed countywide, including in the incorporated and unincorporated areas of the County, as provided in Section 150-49 of the Pinellas County Land Development Code.

2.2 Pursuant to Section 150-39 of the Pinellas County Land Development Code, any person who seeks a certificate of occupancy for land development activity or seeks to change a use by applying for issuance of a local business tax receipt, land use permit, development order or municipal equivalent thereof which will generate additional traffic shall be required to pay a multimodal impact fee in the manner and amount set forth by Chapter 150, Article II of the Pinellas County Land Development Code.

2.3 Pursuant to Florida Statutes § 163.3180(5)(j)(2), the County and the Municipalities agree that payment and collection of Impact Fees shall be collected by each Municipality, as part of the building and permitting processes of each Municipality as provided in Section 150-41 of the Pinellas County Land Development Code. The amount of the required Impact Fees shall be computed in the manner set forth in Section 150-40 of the Pinellas County Land Development Code.

2.4 Pursuant to Section 150-42 of the Pinellas County Land Development Code, each Municipality which collects and administers Impact Fee funds shall establish a trust account which shall be used exclusively for Impact Fees collected under the terms of Chapter 150, Article II of the Pinellas County Land Development Code. Pursuant to Section 150-43(e) of the Pinellas County Land Development Code, the fees shall be held by each Municipality until the end of the fiscal year in which collected. On the beginning of each new fiscal year (October 1), the Municipalities shall transfer one-half of all fees collected, and the interest accrued thereon, less the amount retained by each Municipality for administering the Impact Fee program, to the County for placement in the appropriate County Impact Fee trust account. The remaining one-half shall be deposited in the Municipalities' respective trust accounts.

2.5 The Municipalities and County shall use their respective share of the collected Impact Fees in a manner consistent with the provisions of Chapter 150, Article II of the Pinellas County Land Development Code.

2.6 The Municipalities and County agree that any new development or redevelopment shall not be charged twice for the same transportation capacity impacts.

SECTION 3 NONPAYMENT OF MULTIMODAL IMPACT FEES

The Parties agree that in the event of non-payment of Impact Fees by the feepayer, no certificate of occupancy, or other such license permit, or municipal equivalent requiring payment of an Impact Fee pursuant to Chapter 150, Article II of the Pinellas County Land Development Code shall be issued unless and until the Impact Fee has been paid.

SECTION 4 REFUND

Nothing in this Agreement alters the right of a fee payer to request refunds pursuant to Section 150-44 of the Pinellas County Land Development Code.

SECTION 5 IMPACT FEE CREDITS

Nothing in this Agreement modifies, waives, or alters the method for calculating the required Impact Fees pursuant to section 150-40 of the Pinellas County Land

Development Code, nor does it modify, waive, or alter the authority of each Municipality to approve alternative methods of calculation of Impact Fees and/or accept an offer by the feepayer to construct mobility improvements consistent with the comprehensive plan or other plans of the Municipality, or Forward Pinellas' LRTP, for credit against the assessed Impact Fee pursuant to Section 150-41 of the Pinellas County Land Development Code.

SECTION 6 INDEPENDENT CALCULATION

Nothing in this Agreement modifies or prevents the right of any feepayer to determine their multimodal impact by providing an independent fee calculation study pursuant to the provisions of Section 150-40(d) of the Pinellas County Land Development Code.

SECTION 7 RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS

Nothing in this Agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or the Municipalities' jurisdiction over their respective Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8 ENTIRE AGREEMENT

This Agreement embodies all of the promises, covenants, agreements, conditions, and understandings between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations, inducements, and/or agreements, whether written or verbal, expressed or implied, between the Parties hereto, except as herein contained.

SECTION 9 OFFICIAL NOTICE

All notices, consents, approvals, waivers, and elections required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Housing and
Community Development
Glenn Bailey, Interim Director
310 Court Street
Clearwater, FL 33756
gbailey@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 10 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County pursuant to Florida Statutes § 163.01. The County shall be responsible for said filing and shall notify the Municipalities of the filing date.

SECTION 11 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

11.1 This Agreement may be signed in counterparts and will become effective as to each Municipality after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 10 and shall continue until terminated by either Party.

11.2 This Agreement may be terminated upon thirty (30) days written notice. In the event this Agreement is terminated, the Parties shall be subject to the requirements of Florida Statutes § 163.3180(5)(j)(4)(b).

SECTION 12 NO WAIVER OF SOVEREIGN IMMUNITY

Both the County and the Municipalities expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes § 768.28, as amended from time to time. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or the Municipalities for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or the Municipalities, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 13 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 11.1 above.

PINELLAS COUNTY, FLORIDA,
by and through its County Administrator:

By: _____
Barry A. Burton,
County Administrator

CITY OF MADEIRA BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail: