THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of January 1, 2019, without regard to the date signed by all the Parties, by and between the City of Tampa ("Tampa"), the City of Temple Terrace ("Temple Terrace") and the City of Plant City ("Plant City"), all of which are municipal corporations organized and existing under the laws of the State of Florida within Hillsborough County (collectively, the "Municipalities"), the Hillsborough Transit Authority ("HART"), a regional transportation authority created under the laws of Florida, with its principal office at 1201 E. 7th Avenue, Third Floor, Tampa, FL 33602, Hillsborough County, a county and political subdivision of the State of Florida ("County") and the Metropolitan Planning Organization (the "MPO"), a transportation policy-making board formed pursuant to the MPO Interlocal Agreement as described in 23 USC s. 134(b)(2), 49 USC s. 5303, and Section 339.175(1) Florida Statutes. Each of the above-referenced parties to this Agreement may be referred to herein collectively as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS, pursuant to Chapter 163, Florida Statutes, counties, cities, public authorities, and other political subdivisions and public entities have the authority to enter into interlocal agreements among and between themselves in order to make the most efficient use of their powers and enabling them to cooperate with other localities; and

WHEREAS, on November 6, 2018, the electorate of Hillsborough County approved a ballot measure providing for an amendment to the Hillsborough County Charter (the "Charter Amendment") which levies a one percent (1%) transportation sales surtax (the "Surtax") in accordance with Sections 212.054 and 212.055(1), Florida Statutes (2018) (the "State Surtax Law"); and

WHEREAS, in order to implement the provisions of the Charter Amendment in a collaborative manner, the Parties desire to enter into this Agreement; and

WHEREAS, such action is in the best interests of the Parties and serves a public purpose; and

WHEREAS, this Agreement is authorized by the State Surtax Law, the Charter Amendment and other applicable laws;

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS. As used herein, the following terms shall have the meaning ascribed below:
(A)  *Agreement* means this Interlocal Agreement.

(B)  *Auditor* means the independent accounting firm engaged by the Clerk to conduct an annual, independent audit of the distribution and expenditure of all Surtax Proceeds as provided for in Section 11.04 of the Charter Amendment.

(C)  *Business Day* means any day other than a Saturday or Sunday or legal holiday or a day on which the principal office of the County is closed.

(D)  *Charter Amendment* means the amendment to the Hillsborough County Charter approved by the electorate of Hillsborough County on November 6, 2018.

(E)  *Clerk* means the Clerk of the Circuit Court of Hillsborough County, Florida, in the capacity of Clerk to the Board.

(F)  *MPO Interlocal Agreement* means that certain Interlocal Agreement dated September 4, 2014, by and between the Florida Department of Transportation, the County, Tampa, Temple Terrace, Plant City, HART, the Hillsborough County Aviation Authority, the Tampa-Hillsborough Expressway Authority, the Tampa Port Authority, and the Hillsborough County City-County Planning Commission.

(G)  *Party* and *Parties* means the local governmental entities that have elected to enter into this Agreement either singularly or collectively.

(H)  *Procurement Professional* means an individual who works for one of the Parties and is charged with the procurement responsibilities for such Party.

(I)  *Professional Engineer* means an individual who has fulfilled education and experience requirements and passed specified exams that, under Florida law, permits such individual to offer engineering services directly to the public.

(J)  *State Surtax Law* means Sections 212.054 and 212.055(1), Florida Statutes (2018), authorizing the referendum approving the Charter Amendment.

(K)  *Surtax* means the one percent (1%) transportation sales surtax levied pursuant to the Charter Amendment.

(L)  *Surtax Proceeds* means all Surtax funds received by the Clerk from the Florida Department of Revenue including any interest and penalties on delinquent taxes.

All other capitalized terms used in this Agreement shall have the meanings as ascribed to them in the Charter Amendment.
SECTION 2. USE, ALLOCATION AND DISTRIBUTION OF SURTAX PROCEEDS. Any other provision of this Agreement to the contrary notwithstanding, the County, the Municipalities, HART and the MPO each certify to each of the other Parties that all Surtax Proceeds, including any interest earnings and bond proceeds generated therefrom, shall be expended by that jurisdiction only as permitted by this Agreement, the State Surtax Law, the Charter Amendment, and the ballot language of the November 6, 2018 referendum on the Charter Amendment. Each Party ratifies and deems appropriate the allocation, distribution and uses of Surtax Proceeds as provided for in the Charter Amendment.

SECTION 3. DISBURSEMENT OF THE SURTAX PROCEEDS. Disbursements of the Surtax Proceeds in accordance with the distribution allocations provided in Section 11.05 of the Charter Amendment shall be made by the Clerk within five (5) Business Days of the Clerk’s receipt of Surtax Proceeds from the Florida Department of Revenue.

SECTION 4. INDEPENDENT OVERSIGHT COMMITTEE.

(A) Powers and Duties. The Parties acknowledge and agree that the powers and duties of the Independent Oversight Committee (the “IOC”) are limited pursuant to the Charter Amendment to the following:

(1) Review the Auditor’s results of the annual audit described in section 11.04 of the Charter Amendment and make findings based on such results as to whether the Clerk and each Agency have complied with the terms of the Charter Amendment;

(2) Approve and certify, in reliance upon each respective Professional Engineer or Procurement Professional certification provided for in Section 5(B) of this Agreement, whether Project Plans as submitted by each Agency provide for the expenditure by such Agency of its distribution of Surtax Proceeds in accordance with the uses mandated by Sections 11.07 and 11.08 of the Charter Amendment; provided, that such approval and certification does not authorize the IOC to:

(a) independently initiate proposed projects or Project Plans, or proposed expenditures of Surtax Proceeds; or

(b) disapprove Agency approved projects or Project Plans that are in accordance with the uses mandated by Sections 11.07 and 11.08 of the Charter Amendment.

(3) Prepare an annual report to the Clerk and each Agency presenting the Auditor’s results of the annual audit process provided for in the Charter
Amendment and any findings made; and

(4) Review any projects proposed by citizens for inclusion in an Agency’s Project Plan, and forward them to the appropriate Agency for consideration.

(B) Review of Project Plans. The Parties agree that the IOC should incorporate in its by-laws the following matters:

(1) a commitment to timely approve or disapprove Agency Project Plans within thirty (30) Business Days of submission thereof;

(2) a process for submission of Agency Project Plans for its approval and certification that:

(a) is in accordance with the Charter Amendment;

(b) is consistent with the process provided for in Section 11.06 of the Charter Amendment; and

(c) provides that any disagreement by the IOC with any portion of an Agency’s Project Plan which is otherwise in accordance with the uses mandated by Sections 11.07 and 11.08 of the Charter Amendment shall not be a basis for the IOC to disapprove any portion of such Project Plan; and

(3) a process to address any potential disputes between an Agency and the IOC, including an appeal to the Board of County Commissioners of the County.

(C) Administrative Support. The Parties acknowledge and agree that staff of the MPO shall provide administrative support to the IOC.

(D) Legal Counsel. The Parties acknowledge and agree that the County Attorney’s Office shall serve as legal counsel to the IOC, except in the event of an appeal by the County to the Board of County Commissioners of the County regarding a dispute between the County and the IOC. In the event of such an appeal, the County Attorney will retain separate counsel to handle the appeal.

SECTION 5. AGENCY PROJECT PLANS.

(A) In order to further the implementation of the terms of the Charter Amendment in a collaborative manner, each Party agrees to notify the other Parties of each of its Project Plans in conjunction with its submittal thereof to the IOC.
(B) Each Agency agrees to engage a Professional Engineer or Procurement Professional to certify to such Agency and the IOC that each of its Project Plans complies with the terms of the Charter Amendment.

SECTION 6. METROPOLITAN PLANNING ORGANIZATION. The Parties acknowledge and agree that with respect to the implementation and administration of the Surtax, the powers and duties of the MPO are limited to the following:

(1) providing its staff to provide administrative support to the IOC;

(2) providing transportation planning and development activities, including data collection, analysis, planning, and grant funding to assist the Agencies in carrying out the purpose set forth in Section 11.01 of the Charter Amendment; and

(3) assisting the IOC in carrying out the duties of the IOC described in Sections 4(A)(2) and 4(A)(3) of this Agreement; provided that the role of the MPO is not to assist the IOC in perfecting a dispute with any portion of a Project Plan submitted by an Agency.

SECTION 7. AUDITS. Each of the Parties agrees to assist and cooperate with the Clerk in conducting the annual audits required by Section 11.04 of the Charter Amendment.

SECTION 8. MISCELLANEOUS PROVISIONS.

(A) It is stipulated by the Parties that this Agreement complies with the Constitution and Statutes of the State of Florida.

(B) Each Party warrants and represents to the other Parties that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its respective government, and that this Agreement has been otherwise executed and delivered by an authorized officer, as applicable.

(C) The Parties agree that upon full execution of this Agreement, each will promptly execute and deliver such documents and instruments, and take such other actions as may be reasonably required, including compliance with applicable law, to carry out the purpose and intent of this Agreement.

(D) Any notices, or other documents required to be delivered under this Agreement shall be delivered to the following addresses, unless or until a Party provides written notice of a change:
Hillsborough County
  c/o Chairman
  Board of County Commissioners
  P.O. Box 1110
  Tampa, FL 33601

City of Temple Terrace
  c/o Mayor
  11250 North 56th Street
  Temple Terrace, FL 33617

City of Tampa
  c/o Mayor
  306 E. Jackson Street
  Tampa, FL 33602

City of Plant City
  c/o Mayor
  302 West Reynolds Street
  Plant City, FL 33563

Hillsborough Transit Authority
  c/o Chief Executive Officer
  1201 E. 7th Avenue, 3rd Floor
  Tampa, FL 33602

Metropolitan Planning Organization
  c/o Executive Director
  601 E. Kennedy Blvd., 18th Floor
  Tampa, FL 33602

(E) This Agreement shall be governed by and construed in accordance with the laws of
the State of Florida. This Agreement shall be construed equally against each Party in recognition
of the fact that each Party has had the opportunity of review and participation, by its respective
counsel, in the preparation of this Agreement.

(F) If, for any reason, any portion of this Agreement is held invalid or unconstitutional
by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and
independent provision, and such holding shall not affect the validity of the remaining portions hereof.

(G) This Agreement shall be effective upon the later of execution by all Parties and
filing with the Clerk as herein provided and shall expire upon receipt by each Party of its final
distribution of the Surtax Proceeds.

(H) This Agreement and any subsequent amendments thereto shall be filed with the Clerk
as provided by Section 163.01(11), Florida Statutes, and with the Director of the Florida Department
of Revenue.

(I) This Agreement may be executed separately by the Parties in two or more execution or
"joinder" pages, all of which, together, shall constitute but one and the same instrument.

(J) No rights or obligations under this Agreement may be assigned, except upon written
consent of the Parties.

(K) In the event of any conflict between the provisions of this Agreement and the Charter
Amendment, the provisions of the Charter Amendment shall take precedence over the provisions of
this Agreement.
SECTION 9. AMENDMENT; TERMINATION; INCONSISTENT ACTIONS

(A) This Agreement constitutes the entire agreement between the Parties with respect to the matters herein contained and may be amended only in writing, signed by all of the Parties. Moreover, the Parties shall amend this Agreement to include any newly created municipalities to the extent and within the timeframe required by the State Surtax Law, and in a manner consistent with the Charter Amendment.

(B) This Agreement may only be terminated by unanimous consent of the Parties, and any such termination shall take effect only upon the full retirement of any bonds secured by and or payable from Surtax Proceeds that were issued by one or more of the Parties pursuant to this Agreement. The foregoing notwithstanding, if any final non-appealable Court ruling materially affects provisions of the Charter Amendment, the Parties agree to negotiate and enter into an amendment to this Agreement to modify those terms that are directly related to the provisions of the Charter Amendment affected by such ruling.

(C) No Party shall take, advocate or otherwise cause to occur any action inconsistent with this Agreement, including seeking any change in state or federal law that would alter the rights of the Parties under this Agreement, or enacting, amending or repealing any ordinance that would alter the rights of the Parties under this Agreement.

IN WITNESS WHEREOF, the Parties have respectively executed a Joinder Execution Page, which pages are attached to this Agreement and, by this reference, made a part hereof.

ATTEST: ______________________________ CITY OF TAMPA
By: ________________________________ By: ______________________________
    DEPUTY CITY CLERK              MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: __________________________________
    ATTORNEY FOR CITY OF TAMPA
JOINDER EXECUTION PAGE


ATTEST:                        CITY OF TEMPLE TERRACE

By: ___________________________   By: _______________________________
   CITY CLERK                    MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ___________________________
   ATTORNEY FOR THE CITY OF TEMPLE TERRACE

ATTEST: CITY OF PLANT CITY

By: ____________________________  By: ____________________________
   CITY CLERK                  MAYOR

APPROVED AS TO FORM AND CORRECTNESS

By: ____________________________
   ATTORNEY FOR THE CITY OF PLANT CITY
JOINDER EXECUTION PAGE


ATTEST:                  HILLSBOROUGH TRANSIT AUTHORITY

By: ______________________  By: ______________________
    HART BOARD SECRETARY    CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ______________________
    GENERAL COUNSEL
JOINDER EXECUTION PAGE


ATTEST: PAT FRANK HILLSBOROUGH COUNTY, FLORIDA CLERK OF THE CIRCUIT COURT

By: __________________________________ By: ______________________________
DEPUTY CLERK LESLEY “LES” MILLER, JR., CHAIR BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: __________________________________
COUNTY ATTORNEY

ATTEST: METROPOLITAN PLANNING ORGANIZATION

By: ________________________________  By: ________________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ________________________________