

**PINELLAS PLANNING COUNCIL  
AGENDA MEMORANDUM**

**PRELIMINARY FOR  
PAC REVIEW ONLY**

**AGENDA ITEM:**

**MEETING DATE:** June 20, 2007

**SUBJECT:**

Renewal of Interlocal Agreements for Planning Services

**RECOMMENDATION:**

Council Authorize Renewal of Interlocal Agreements for Planning Services to 2010

**I. BACKGROUND**

The Council has been providing professional planning assistance to local governments in Pinellas County for many years, and in 1997 this assistance was formalized using interlocal agreements with individual local governments. The Council has eighteen such agreements at present. Fifteen of the current eighteen interlocal agreements are for a period of three years and will expire on September 30, 2007, unless extended to 2010 by mutual written agreement. Two of the three remaining agreements are up for renewal in 2009, with the last agreement up for renewal in 2010.

The following is a listing of the interlocal agreements and their status:

<b>Term through September 30, 2007 (up for renewal)</b>		
Belleair	Kenneth City	Redington Beach
Belleair Bluffs	Largo	Redington Shores
Clearwater	Madeira Beach	Seminole
Gulfport	North Redington Beach	Tarpon Springs
Indian Shores	Oldsmar	Treasure Island
<b>Term through September 30, 2009</b>		
Belleair Beach	Belleair Shore	
<b>Term through September 30, 2010</b>		
Indian Rocks Beach		

A copy of an existing interlocal agreement, as an example, is attached for the Council's information (Attachment 1). As authorized by the current agreements, each renewal will

**PINELLAS PLANNING COUNCIL ACTION:**

**COUNTYWIDE PLANNING AUTHORITY ACTION:**

**SUBJECT: Renewal of Interlocal Agreements for Planning Services**

be in the form of a letter signed by both parties (the local government and the Council), as opposed to redrafting and resigning new interlocal agreements. A draft copy of the letter proposed to be sent to each jurisdiction is attached (Attachment 2). We recommend that the current fee schedule included with these interlocal agreements (see Exhibit B on the attached example interlocal agreement) not be amended at this time since these rates were last updated in the round of agreements entered into during 2004. If necessary in the future, the agreements allow for revising the rate charge schedule by mutual agreement.

These interlocal agreements allow the Council to provide for on-going planning assistance and special projects, all based upon the Council's ability to provide such services. Specific projects that stem from these agreements are detailed under separate memorandums of understanding approved by the Executive Director pursuant to the interlocal agreement.

The types of on-going planning assistance completed in the past include site plan reviews, land use and variance report preparation, and other staff work related to the administration of local government comprehensive plans and land development regulations. Special planning projects completed as part of these agreements are normally more complex and include grant applications, creation of neighborhood plans and feasibility studies, and revisions to land development codes. An example of such a special project was the City of Clearwater's Analysis of Community Development Code Procedures. A more recent example includes the integration of the Redington Shores Design Guidelines into their Land Development Code. This most recent example utilized a combination of Council staff and consultant help (i.e., Wilson/Miller) as authorized by the Council.

While not all of the eighteen local governments with whom we have a planning assistance agreement requested our services during the past three years, we encourage the agreements be renewed prior to a need arising. It should be noted that the agreements do not require the local government to utilize the Council for planning assistance and do not require any payments or funding by the local governments unless services are agreed to and rendered.

If necessary, staff will be available to meet with each local government commission or council that wishes to discuss this item further.

Attachment 1 – Example Interlocal Agreement

Attachment 2 – Draft Letter of Renewal (to be provided at PAC)

PLEASE RETURN TO: April Collins  
Pinellas Planning Council  
Bank of America Bldg./Suite 850  
600 Cleveland Street/Clearwater

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2004330886 08/18/2004 at 03:38 PM  
OFF REC BK: 13775 PG: 2439-2445  
DocType:AGM

**INTERLOCAL AGREEMENT**  
**FOR**  
**PLANNING SERVICES**  
**WITH THE**  
**CITY OF BELLEAIR BLUFFS**

**AN AGREEMENT FOR THE PROVISION OF PLANNING SERVICES BY THE PINELLAS PLANNING COUNCIL TO LOCAL GOVERNMENT AS SET FORTH IN THE SCOPE OF SERVICES AND ACCORDING TO THE PAYMENT AND RATE CHARGE SCHEDULE SET FORTH HEREIN.**

THIS INTERLOCAL AGREEMENT FOR PLANNING SERVICES, hereinafter referred to as "Agreement," is made and entered into by and between the PINELLAS COUNTY PLANNING COUNCIL, hereinafter referred to as the "Council" and the CITY OF BELLEAIR BLUFFS, hereinafter referred to as the "Local Government".

WHEREAS, the Council has the capability to provide professional and technical staff planning services, and the Local Government desires to engage the Council to provide such staff planning services; and

WHEREAS, the Council and the Local Government desire to cooperate in this effort to maximize efficiency and minimize costs; and

WHEREAS, an Agreement entered into between the Local Government and the Council on October 1, 2001, provides for a term through September 30, 2004, after which it may be renewed by mutual agreement of both parties; and

WHEREAS, it is the desire and intent of both parties to renew said original Agreement subject to and based upon the provisions more specifically set forth herein.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the advantages to be realized by the renewal of said original Agreement, the Council and Local Government agree as follows:

**Section 1. Authority.**

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 5(3) and 5(6) of Chapter 88-464, Laws of Florida, as amended.

## **Section 2. Supercedes Previous Agreement.**

The provisions of the Agreement previously entered into by and between the Council and Local Government on October 1, 2001, are replaced in their entirety with this Agreement. Services provided under the previous Agreement that are not completed as of the renewal date of this agreement shall continue under the provisions of the previous agreement until such services are completed.

## **Section 3. Term.**

The term of this Agreement shall be from October 1, 2004, through September 30, 2007; which term may be renewed by mutual written agreement, signed by both parties, for one additional three years period through September 30, 2010, unless terminated as provided for elsewhere in this Agreement.

## **Section 4. Scope of Services.**

- A. The substance of this Agreement is as provided in Exhibit A, Scope of Services, attached hereto and hereby made a part of this Agreement.
- B. Any assistance provided or project undertaken as provided for in the Scope of Services may, at the discretion of Council staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.
- C. Responsibility for the correctness of information provided to the Council for use in rendering planning services under this Agreement lies with the Local Government.

## **Section 5. Charges.**

- A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.
- B. Ongoing planning services or special projects will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Council staff in accordance with the terms of this Agreement.
- C. The Local government agrees to make payment to the Council for all properly invoiced requisitions as set forth in Exhibit B, within forty-five (45) days of submission.
- D. The fee schedule may be revised by mutual written consent, signed by both parties, and included as an addendum to this Agreement.

## **Section 6. Use of Product.**

- A. The Local Government shall have the exclusive control of the public distribution of all information produced by the Council prior to its adoption. The Council shall not distribute information prior to its adoption by the Local Government without prior approval. However, nothing contained herein shall prohibit the Council from complying with a valid and properly submitted public records request.
- B. Once adopted by the Local Government, the Council and the Local Government have the right to distribute information upon request from the public.
- C. The Council has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.

## **Section 7. Accounting and Records.**

- A. The Council shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three (3) years after payment is made.
- B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

## **Section 8. Notice.**

- A. Notice by either party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Council: Pinellas County Planning Council  
Attn: David P. Healey, Executive Director  
600 Cleveland Street, Suite 850  
Clearwater, Florida 33755

Local Government: City of Belleair Bluffs  
Attn: Debra Sullivan, City Clerk  
2747 Sunset Boulevard  
Belleair Bluffs, Florida 33770-1978

**Section 9. Construction.**

- A. This Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

**Section 10. Termination.**

- A. This Agreement may be terminated by either party at any time by giving the other party not less than thirty (30) days notice of such termination. In the event this termination provision is exercised by either party, the Local Government shall remain liable to the Council for charges incurred up to such termination.


**Section 11. Filing; Effective Date.**

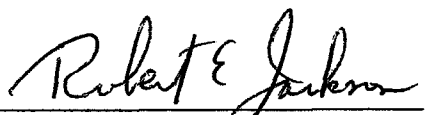
As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the parties, and shall take effect upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective October 1, 2004.

**PINELLAS PLANNING COUNCIL**


Attest:

By:   
David P. Healey, AICP  
Executive Director

By:   
Mayor Robert E. Jackson, Ph. D.  
Chairman


Approved as to form:

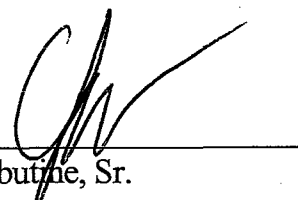
By:   
Jewel White Cole  
Managing Senior Assistant County Attorney

By:   
Councilmember Sandra Bradbury  
Secretary

**LOCAL GOVERNMENT**

Attest:

By:   
Debra Sullivan  
City Clerk

By:   
Chris Arbutine, Sr.  
Mayor

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **I. Ongoing Planning Assistance**

- A. The Council agrees to consider requests by the City of Belleair Bluffs for ongoing planning assistance, and to provide such assistance as Council staff time and schedule permit.
- B. Ongoing planning assistance may include, but is not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, and assistance with applications for development approval, as determined to be consistent with the mission and role of the Council.

#### **II. Special Planning Projects**

- A. The Council agrees to consider requests by the City of Belleair Bluffs for assistance with special planning projects, and to provide such assistance as Council staff time and schedule permit.
- B. Special planning projects may include, but are not limited to, comprehensive plan or land development regulation revisions, neighborhood or special area plans, special planning studies and such other special projects as may be related to or in furtherance of the comprehensive planning process, as determined to be consistent with the mission and role of the Council.

## **EXHIBIT B**

### **PAYMENT AND RATE CHARGE SCHEDULE**

#### **I. Ongoing Planning Assistance**

The Council shall requisition by invoice for ongoing planning assistance on a time and materials basis as follows:

A. Materials - at the cost to the Council

B. Time - based on the following hourly rates:

1.	Planning Administrator		\$72.00/hr
2.	Principal Planner	-	\$65.00/hr
3.	Program Planner	-	\$45.00/hr
4.	Planner	-	\$35.00/hr
5.	Office Specialist	-	\$28.00/hr

#### **II. Special Planning Projects**

The Council shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the City of Belleair Bluffs and the Council staff for each such special project.