

**AGENDA  
TOWN OF BELLEAIR  
TUESDAY, AUGUST 5, 2014  
5:30 P.M.**

**Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.**

**PLEDGE OF ALLEGIANCE**

**COMMISSION ROLL CALL**

**SPECIAL MEETING**

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1. Presentation of award to Commissioner Tom Shelly
2. Acceptance of 2012-13 CAFR
3. Approval of MPO Interlocal Agreement

Documents: [MPO INTERLOCAL.PDF](#), [MPO INTERLOCAL AGREEMENT.PDF](#)

4. Approval of Interlocal Agreement with Pinellas Planning Council - Planning and Mapping Services

Documents: [APPROVAL OF INTERLOCAL AGREEMENT WITH PINELLAS PLANNING COUNCIL FOR PLANNING AND MAPPING SERVICES.DOCX](#), [PPC - PLANNING AND MAPPING.PDF](#)

**WORK SESSION**

**CITIZEN'S COMMENTS**

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

**TOWN MANAGER'S REPORT**

**TOWN ATTORNEY'S REPORT**

**MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS**

**POLICE CHIEF'S REPORT**

**FIRE CHIEF'S REPORT**

**DISCUSSION ITEMS**

**OTHER BUSINESS**

**ADJOURNMENT**

## **PROPOSED AGENDA**

**PROPOSED AGENDA  
TOWN OF BELLEAIR  
AUGUST 19, 2014  
6:30 P.M.**

### **SCHEDULED PUBLIC HEARINGS**

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1. Request for variance - 303 Sunny Lane - Dr. Mohammad Yamani

### **CITIZEN'S COMMENTS**

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

### **CONSENT AGENDA**

1. Approval of Minutes  
Regular Meeting-July 15, 2014

### **GENERAL AGENDA**

1. Discussion of Budget for Fiscal Year 2014-2015
2. Discussion of Parking/Traffic at Dimmitt Community Center

### **OTHER BUSINESS**

### **ADJOURNMENT**

**ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING, SHOULD CALL (727) 588-3769.**

# Summary

To: Mayor and Commissioners]  
From: Micah Maxwell, Town Manager  
Subject: PPC-MPO Interlocal Agreement  
Memo Date: 7/28/2014

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**Summary:** Due to language changes requested by the City of St. Petersburg, the Commission needs to approve the new interlocal agreement with the changes incorporated.

**Previous Commission Action:** The Commission passed the MPO interlocal agreement in April of 2014.

**Background/Problem Discussion:** The City of St. Petersburg had concerns with sections 5.02 (f), 5.02 (c), and 6.04 (d). The changes are more corrective in nature, bringing the agreement more in line with the actual language and references identified in the Florida Statutes.

**Alternatives/Options:**

1. Approve the interlocal agreement
2. Do nothing

**Financial Implications:** None

**Recommendation:** Staff recommends approval

**Proposed Motion:** I move approval of the Interlocal agreement creating the Metropolitan Planning Organization.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF PINELLAS; the CITIES OF BELLEAIR BEACH, BELLEAIR BLUFFS, CLEARWATER, DUNEDIN, GULFPORT, INDIAN ROCKS BEACH, LARGO, MADEIRA BEACH, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETE BEACH, ST. PETERSBURG, SEMINOLE, SOUTH PASADENA, TARPON SPRINGS, TREASURE ISLAND; the TOWNS OF BELLEAIR, BELLEAIR SHORE, INDIAN SHORES, KENNETH CITY, NORTH REDINGTON BEACH, REDINGTON BEACH, REDINGTON SHORES; and the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), collectively known as "the parties."

**RECITALS**

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Pinellas County MPO for the Pinellas County urbanized area, herein after referred to as "the Metropolitan Planning Organization" or "the MPO". Further, the parties approved by unanimous vote a reapportionment and boundary plan for presentation to the Governor on the 10<sup>th</sup> day of July 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter to the MPO Chair dated the 13<sup>th</sup> day of February 2014, approved the reapportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

## ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

## ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to re-establish the MPO and recognize the boundary and reapportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

### ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Re-establishment of MPO. The MPO for the metropolitan planning area as described in the membership reapportionment plan approved by the Governor is hereby created and re-established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Pinellas County MPO.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board re-established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

#### **ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 13 voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: three (3) voting members representing the Pinellas County Board of County Commissioners; two (2) voting members representing the City of St. Petersburg; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo; one (1) rotating voting member representing the cities of Oldsmar, Safety Harbor and Tarpon Springs; one (1) rotating voting member representing the following Inland Communities: Belleair, Belleair Bluffs, Gulfport, Seminole, South Pasadena, Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C): Belleair Beach, Indian Rocks Beach, Madeira Beach, St. Pete Beach, Treasure Island, Belleair Shore, Indian Shores, North Redington Beach, Redington Beach, Redington Shores; one (1) voting member representing the Pinellas Suncoast Transit Authority (PSTA); and one (1) non-voting advisor representing the Department.
- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. Except as provided for below, the term of office of members of the MPO shall be four years. The term of office for the OLDSMAR/SAFETY HARBOR/TARPON SPRINGS consortium of municipalities shall be two (2) years, on a biennial rotating basis. The membership of a member who is a public official automatically terminates upon said official leaving the elective or

appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

The term of the rotating voting member representing the aforementioned BIG-C communities shall be two years, however, the appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years. The BIG-C, by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities. The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO. If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

The term of the rotating voting member representing the aforementioned Inland Communities shall be two years. The order of rotation shall be Gulfport, Belleair, South Pasadena, Belleair Bluffs, Kenneth City and Seminole. If a city/town decides to defer its term of appointment, the process will proceed to the next city/town in the order shown and the deferring city/town will go to the end of the rotational order. Finally, if the appointed elected official is unable to complete their two-year term, that City/Town Commission or Council will appoint another elected official for the balance of the term.

## ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agree upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provision of section 768.28, F.S.
- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

## ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Pinellas County and the City of St. Petersburg, as the United States Bureau of the Census designated largest incorporated city, may withdraw from this

Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

- (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
- (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

See Exhibit A (attached) for the address of record for all signatories to this Interlocal Agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated MPO.

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF BELLEAIR**

**PINELLAS COUNTY, FLORIDA**

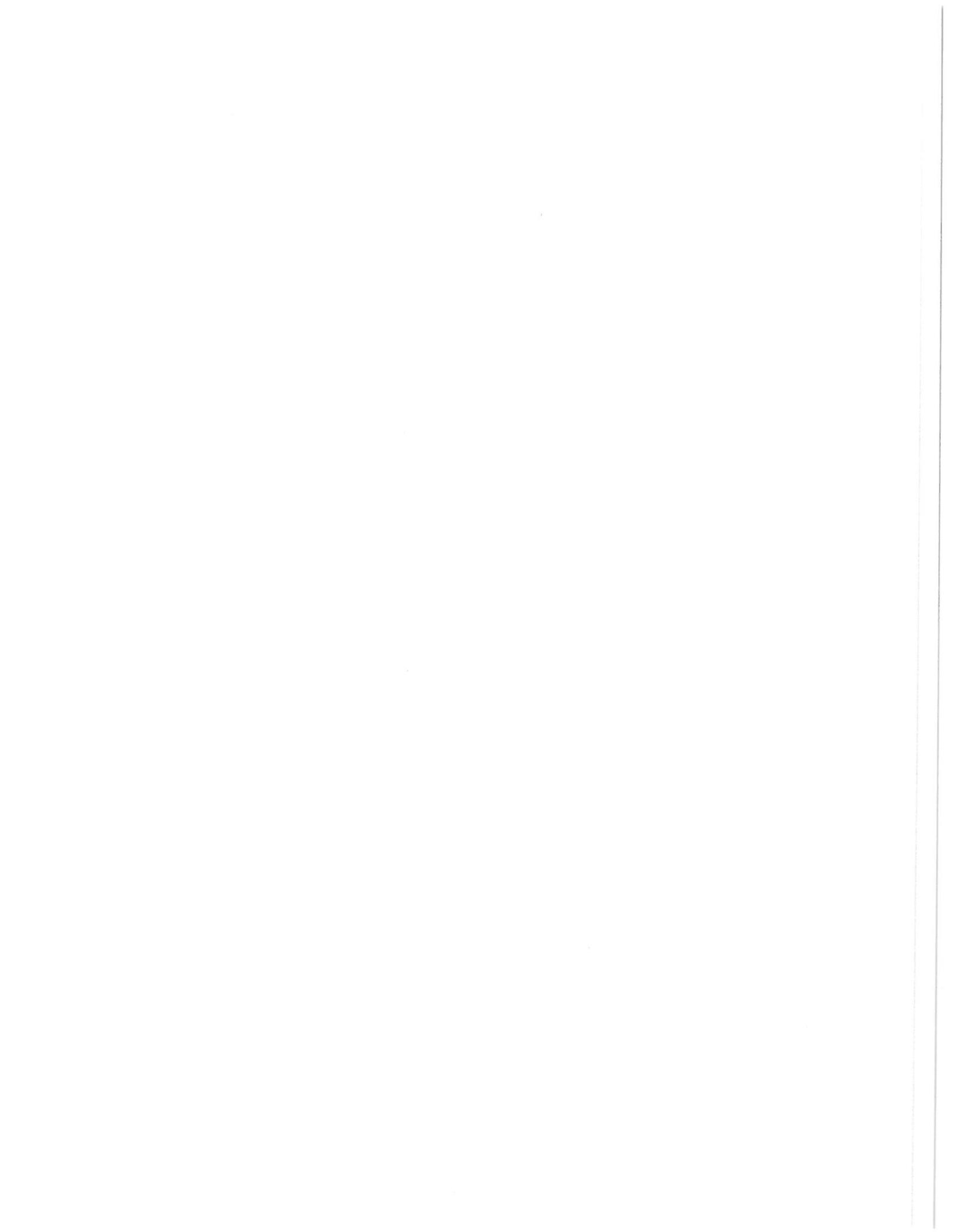
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Seal)



Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**TOWN OF BELLEAIR**

**PINELLAS COUNTY, FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Seal)

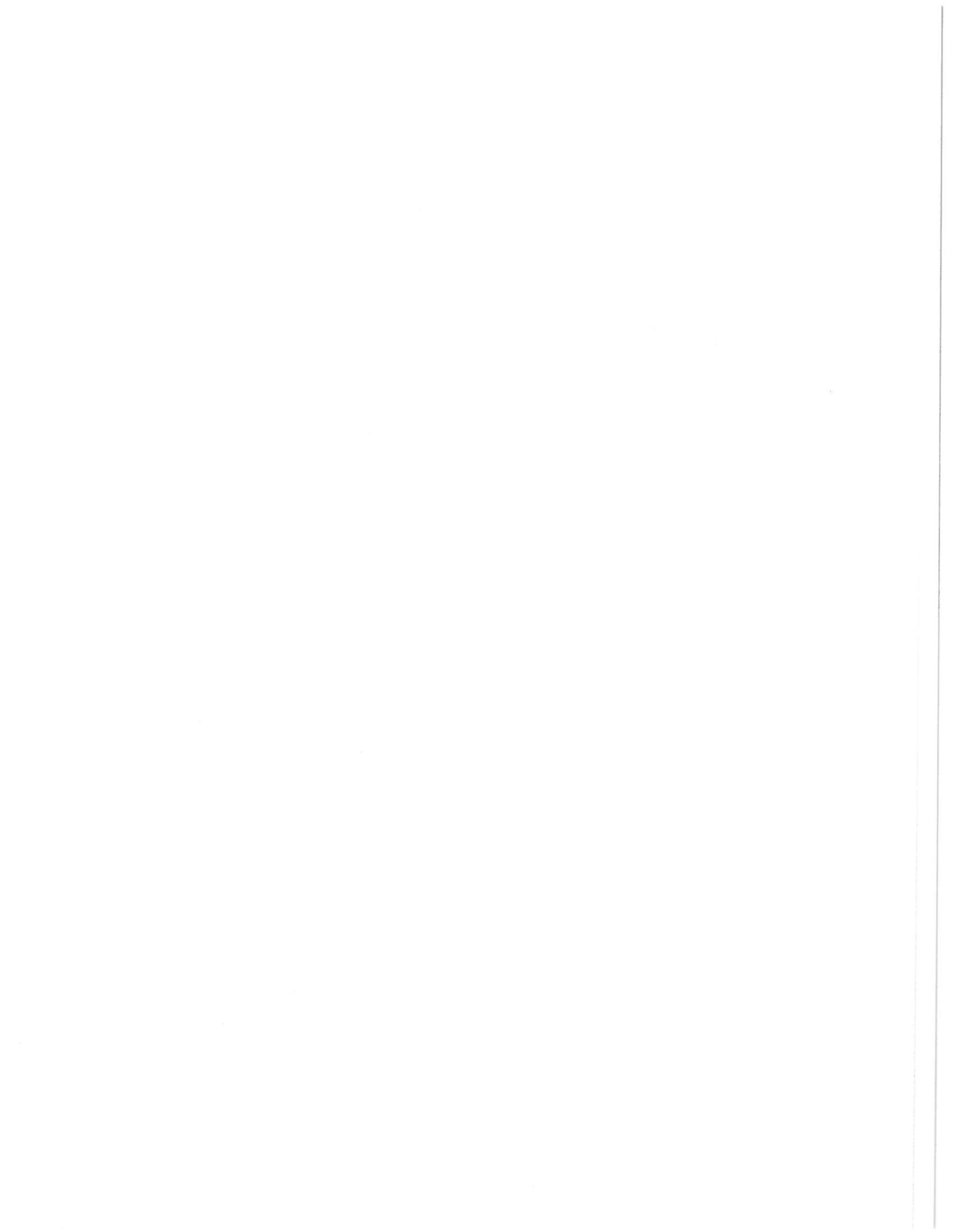


Exhibit A

Mayor Gary Katica  
Town of Belleair  
901 Ponce DeLeon Boulevard  
Belleair, FL 33756-1096

Mayor Rob Baldwin  
City of Belleair Beach  
444 Causeway Boulevard  
Belleair Beach, FL 33786-3399

Mayor Chris Arbutine  
City of Belleair Bluffs  
2747 Sunset Boulevard  
Belleair Bluffs, FL 33770-1978

Mayor Robert E. Schmidt, Jr.  
Town of Belleair Shore  
1460 Gulf Boulevard  
Belleair Shore, FL 33786-3351

Mayor George Cretekos  
City of Clearwater  
112 South Osceola Avenue  
Clearwater, FL 33756-5106

Mayor Dave Eggers  
City of Dunedin  
542 Main Street  
Dunedin, FL 34698

Mayor Samuel Henderson  
City of Gulfport  
2401 53<sup>rd</sup> Street South  
Gulfport, FL 33737

Mayor R.B. Johnson  
City of Indian Rocks Beach  
1507 Bay Palm Boulevard  
Indian Rocks Beach, FL 33785-2899

Mayor James Lawrence  
Town of Indian Shores  
19305 Gulf Boulevard  
Indian Shores, FL 33785-2257

Mayor Teresa Zemaitis  
Town of Kenneth City  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709-3699

Mayor Pat Gerard  
City of Largo  
201 Highland Avenue NE  
Largo, FL 33770-2512

Mayor Travis Palladeno  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1916

Mayor William Queen  
Town of North Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

Mayor Doug Bevis  
City Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3655

Mayor Sandra Bradbury  
City of Pinellas Park  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781-2456

Mayor James "Nick" Simons  
Town of Redington Beach  
105 164<sup>th</sup> Avenue  
Redington Beach, FL 33708-1519

Mayor Bert Adams  
Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, FL 33708-1299

Mayor Andy Steingold  
City of Safety Harbor  
750 Main Street  
Safety Harbor, FL 34695-3597

Mayor Maria Lowe  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1701

Mayor Rick Kriseman  
City of St. Petersburg  
175 5<sup>th</sup> Street North  
St. Petersburg, FL 33701-3708

Mayor Leslie Waters  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772-5226

Mayor Dan Calabria  
City of South Pasadena  
7047 Sunset Drive South  
South Pasadena, FL 33707-2895

Mayor David Archie  
City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689-5004

Mayor Bob Minning  
City of Treasure Island  
120 108<sup>th</sup> Avenue  
Treasure Island, FL 33706-4702

Mr. Brad Miller, CEO  
Pinellas Suncoast Transit Authority  
3201 Scherer Drive  
St. Petersburg, FL 33716

Mr. Paul Steinman, District VII Secretary  
Florida Department of Transportation  
District VII  
11201 N. McKinley Drive, MS #7-100  
Tampa, FL 33612

Commissioner Karen Seel, Chairman  
Pinellas County  
Board of County Commissioners  
315 Court Street  
Clearwater, FL 33756-5165

## SUMMARY

To: Mayor and Commissioners  
From: Donna Carlen, Town Clerk  
Subject: Interlocal Agreement with Pinellas Planning Council for Planning and Mapping Services  
Date: July 30, 2014

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**Summary:** The Commission has for consideration and approval a revised agreement to provide planning and mapping services by Pinellas Planning Council. PPC, through an Interlocal Agreement, has provided planning and mapping services for Belleair. The Agreement provides the basis for any request by the town for assistance from the Council.

The current Agreement is to expire September 30, 2014 and the new Agreement begins on October 1, 2014 and is in place for four years, with one opportunity to extend for a four year period by mutual agreement of both parties. The Agreement may be terminated at any time upon 30 day's notice. The new Agreement is essentially the same, with some minor language changes.

**Financial Implications:** A small increase in staff hourly is included in the new Agreement. The services are provided to the Town on an as needed and as available basis by Pinellas Planning Council.

**Staff Recommendation:** Staff recommends that the Commission continue the planning and mapping service with Pinellas Planning Council by approving the Interlocal Agreement.

**Proposed Motion:** I make a motion that the Town approve the terms and enter into the Interlocal Agreement with Pinellas Planning Council to provide planning and mapping services for a period of four years beginning October 1, 2014.

**INTERLOCAL AGREEMENT**  
**FOR**  
**PLANNING AND MAPPING SERVICES**  
**WITH THE**  
**TOWN OF BELLEAIR**

**AN AGREEMENT FOR THE PROVISION OF PLANNING AND MAPPING 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 AND MAPPING 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 TOWN OF BELLEAIR, hereinafter referred to as the "Local Government".

WHEREAS, the Council desires to provide planning and mapping assistance to Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage the Council to provide staff planning and mapping services; and

WHEREAS, due to necessary updates, this new agreement replaces the previous agreement for the period October 1, 2010 through September 30, 2014; and

WHEREAS, related mapping services for base maps, zoning maps and special study area maps and related data can be provided in support of the future land use map as may be requested by the Local Government; and

WHEREAS, the Council can provide the Local Government additional mapping services through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, the Council and the Local Government desire to cooperate in the provision of said mapping and planning services to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the advantages to be realized by this 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 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

### **Section 2. Term**

The term of this Agreement shall be from October 1, 2014 through September 30, 2018; which term may be renewed by mutual written agreement, signed by both parties, for one additional four-year period through September 30, 2022, unless terminated as provided for elsewhere in this Agreement.

### **Section 3. 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 and mapping services under this Agreement lies with the Local Government.
- D. All requests for planning and mapping services to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
- E. The Council reserves the right to accept or reject and to schedule all requests for planning and mapping services based on the ability of the Council staff to produce the requested planning services and map product(s) and the required timetable therefor.

### **Section 4. 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 and mapping 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 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 5. 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.
- B. The Council has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.
- C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.
- D. Nothing contained in this agreement shall prohibit either party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.
- E. The Council shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

**Section 6. 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 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 7. Notice**

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: Michael C. Crawford, Interim Executive Director  
310 Court Street  
Clearwater, FL 33756

Local Government: Town of Belleair  
901 Ponce de Leon Blvd.  
Belleair, FL 33756-1096

**Section 8. Construction**

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 9. Termination**

This Agreement may be terminated by either party at any time by giving the other party not less than thirty 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 10. 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.

**Section 11. Successor Agency**

In the event the Council is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this agreement will be automatically assigned to any new agency that assumes the planning and mapping services currently performed by the Council. This assignment shall be effective without the need for any further written agreement between the parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective October 1, 2014.

**PINELLAS PLANNING COUNCIL**

Attest:

By: \_\_\_\_\_  
Michael C. Crawford, AICP  
Interim Executive Director

By: \_\_\_\_\_  
Mayor David Archie  
Chairman

Approved as to form:

By: \_\_\_\_\_  
Jewel White  
Managing Assistant County Attorney

By: \_\_\_\_\_  
Commissioner John Morrone  
Treasurer

**LOCAL GOVERNMENT**

Attest:

By: \_\_\_\_\_  
Donna Carlen  
Town Clerk

By: \_\_\_\_\_  
Gary H. Katica  
Mayor

## EXHIBIT A

### SCOPE OF SERVICES

#### I. Ongoing Planning Assistance

- A. The Council agrees to consider requests by the Local Government 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. Mapping Assistance

- A. The Council agrees to consider requests by the Local Government for mapping assistance and to provide such assistance as Council staff time and schedule permit.
- B. Mapping assistance may include, but is not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of the Council.
- C. Council staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

#### III. Special Planning Projects

- A. The Council agrees to consider requests by the Local Government 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 and Mapping Assistance

The Council shall requisition by invoice for ongoing planning and mapping 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.	Executive Director	\$90.00/hour
2.	Planning Division Manager	\$72.00/hour
3.	Principal Planner	\$62.00/hour
4.	Program Planner	\$45.00/hour
5.	Planner	\$35.00/hour
6.	Administrative Secretary	\$30.00/hour

C. The Council shall provide the Local Government, upon request, a price quote based on the map product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

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 Local Government and the Council staff for each such special project.