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 Morroni
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.