

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT ("Agreement")** is made and entered into on this 13 day of November, 2024 by and between the Pinellas Planning Council, a dependent special district of Pinellas County, Florida, dba **FORWARD PINELLAS**, and **CITY OF CLEARWATER**, a political subdivision of the State of Florida.

**WHEREAS**, Section 163.01 of the Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and agencies on a basis of mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, pursuant to Section 2(1), Chapter 2012-245, Laws of Florida, one of the purposes of FORWARD PINELLAS is to provide intergovernmental coordination for land use and transportation planning issues, and pursuant to Section 6(3) of said Chapter, FORWARD PINELLAS may enter into contracts with local governments and governmental agencies in Pinellas County to achieve this purpose; and

**WHEREAS**, CITY OF CLEARWATER conducts planning and implements programs in land use, community redevelopment, transportation, and affordable housing; and

**WHEREAS**, CITY OF CLEARWATER has agreed to designate FORWARD PINELLAS the responsible agency for updating the existing multimodal impact fee ordinance which is codified in Chapter 150, Article II, Part III of the Pinellas County Code of Ordinances; and

**WHEREAS**, the existing multimodal impact fee ordinance is required to be updated on a two-year cycle and is designed to ensure new development throughout Pinellas County contributes adequate funds to offset the impacts of such new development; and

**WHEREAS**, FORWARD PINELLAS and CITY OF CLEARWATER support this collaborative effort to maintain an effective impact fee ordinance that can be used to fund multimodal improvements to transportation infrastructure in partnership with the other twenty-four local governments in Pinellas County; and

**WHEREAS**, FORWARD PINELLAS and CITY OF CLEARWATER will contribute to this project through a combination of funds and in-kind support; and

**WHEREAS**, FORWARD PINELLAS and CITY OF CLEARWATER will guide this update as municipal funding partners for the impact fee ordinance update; and

**WHEREAS**, FORWARD PINELLAS has the experience and resources through its consultants and staff to administer this work in a cost-effective manner; and represents that they are

qualified, willing, and able to provide the described services according to the terms of this Agreement.

**NOW, THEREFORE,** the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for FORWARD PINELLAS, through its staff and/or consultants, to provide to CITY OF CLEARWATER the services described in the "Scope of Services" attached hereto and fully incorporated herein as Exhibit "A" (the "Project").
2. **SCOPE OF THE AGREEMENT.** The Project shall be performed by FORWARD PINELLAS in a professional manner and in compliance with all applicable federal, state, and local laws and regulations. FORWARD PINELLAS, with input from CITY OF CLEARWATER, reserves the right to make minor revisions to the Scope of Services, including but not limited to providing additional refinements to planning activity specifications, procedure, and refinements relative to line-item costs of actual work product. Such revisions may be made by FORWARD PINELLAS' Executive Director. Changes to the Scope of Services, including the addition of new tasks, shall be made by FORWARD PINELLAS's Executive Director with the concurrence of the City Manager of CITY OF CLEARWATER or her designee.

FORWARD PINELLAS and CITY OF CLEARWATER are responsible for ensuring that the quality of work meets the requirements in the Scope of Services and that the end products are satisfactory.

3. **TASK ORDERS.** FORWARD PINELLAS will develop and have final approval authority of task orders, in consultation with CITY OF CLEARWATER and the affected municipal partner.
4. **PROJECT COST.** Contribution from CITY OF CLEARWATER is \$60,000, payable from the City's general fund as further outlined herein. FORWARD PINELLAS will contribute \$200,000 from its planning funds for this effort.
5. **PAYMENT TO FORWARD PINELLAS.** CITY OF CLEARWATER shall pay a total "Fee" for the Scope of Services of \$60,000, which shall be payable in one lump sum. FORWARD PINELLAS shall submit an invoice to CITY OF CLEARWATER and CITY OF CLEARWATER shall pay the invoice in accordance with the Local Government Prompt Payment Act. Should FORWARD PINELLAS and CITY OF CLEARWATER conclude that the Project is complete and funds are remaining and unspent, those funds will be distributed equally to each entity.
6. **TERM.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until the ordinance update has been adopted by the Board of County Commissioners or 18 months, whichever occurs later in time.

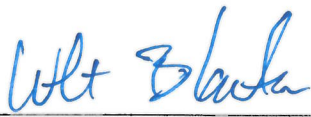
7. **MODIFICATION.** This Agreement, together with any attachments and schedules, may only be amended by a written instrument duly executed by all parties.
8. **TERMINATION.** Any party may terminate this Agreement with or without cause.
- a. **Termination without cause.** Any party may terminate its participation in this Agreement without cause at any time upon thirty (30) days written notice to the other party. In such an event, FORWARD PINELLAS shall return any funds in its possession that are allocated toward work for the Project that has not and will not be performed due to such termination to CITY OF CLEARWATER within 120 days of the date the Agreement is terminated.
  - b. **Termination with Cause by CITY OF CLEARWATER.** If CITY OF CLEARWATER terminates the Agreement with cause, FORWARD PINELLAS shall return any funds in its possession that are allocated toward work for the Project that has not and will not be performed due to such termination to CITY OF CLEARWATER within 120 days of the date the Agreement is terminated.
  - c. **Termination with Cause by FORWARD PINELLAS.** If FORWARD PINELLAS terminates the Agreement with cause, FORWARD PINELLAS shall return any funds in its possession that are allocated toward work for the Project that has not and will not be performed due to such termination to CITY OF CLEARWATER within 120 days of the date the Agreement is terminated.
9. **DEFAULT/DISPUTE RESOLUTION.** All services to be performed by FORWARD PINELLAS or its consultants are to be done to the satisfaction of FORWARD PINELLAS' Executive Director based on the requirements of Exhibit A. The Executive Director shall decide all questions and disputes, of any nature whatsoever, between or regarding its consultants that may arise in the execution and fulfillment of the Scope of Services. If a dispute shall arise between the parties hereto as a result of non-payment, improper payment, conformity to the terms of the Agreement, or other such default, a non-defaulting party must notify the defaulting party in writing within ten (10) days of said default. The party in default shall have ten (10) days to cure said default. Additional time shall be given to cure if the default is unable to be cured within 10 days with diligent effort. If the default is not cured within the applicable time period, the non-defaulting party responsible for notifying the defaulting party shall have a right to terminate this Agreement for cause.
10. **LIABILITY.** Nothing in this Agreement shall be construed to affect any party's entitlement to sovereign immunity or limitation of liability as provided by §768.28, Florida Statutes, nor shall this Agreement be construed to create any indemnification by one party of another. Each party shall be responsible and liable for its actions, including the actions of its employees and agents.
11. **REMEDIES.** Each party shall be entitled to seek any and all remedies available in law and equity due to a breach or default of this Agreement. Default by CITY OF CLEARWATER

hereunder may also, at FORWARD PINELLAS' discretion, result in a loss of support for future planning activities, including but not limited to: grants, technical assistance, and courtesy reviews.


12. **SEVERABILITY.** Should any portion of this Agreement be deemed unlawful by a court of competent jurisdiction, all remaining provisions of this Agreement shall remain and continue in full force and effect.
13. **NON-APPROPRIATION.** In the event sufficient budgeted funds are not available for a new fiscal period of CITY OF CLEARWATER, CITY OF CLEARWATER shall notify FORWARD PINELLAS of such occurrence and the Agreement shall terminate as to the affected agency on the last day of the current fiscal year without penalty or expense of CITY OF CLEARWATER. If this provision is invoked, the remaining parties hereto shall decide how to proceed, decreasing the scope of services, or otherwise.
14. **FILING OF AGREEMENT.** This Agreement shall be filed with the Clerk as provided in Section 163.01(11) Florida Statutes. The EFFECTIVE DATE of this Agreement shall be the date of filing. FORWARD PINELLAS shall be responsible for said filing and shall notify CITY OF CLEARWATER of the filing date.
15. **COUNTERPARTS.** This Agreement may be executed in counterpart by the parties.
16. **ASSIGNMENT.** No party to this Agreement may assign rights to delegate other duties under this Agreement without prior written consent of the other party.

**IN WITNESS WHEREOF,** FORWARD PINELLAS and CITY OF CLEARWATER have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

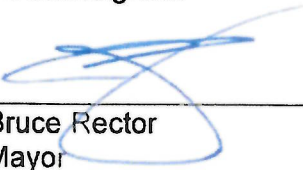
FORWARD PINELLAS

  
\_\_\_\_\_  
Whit Blanton, FAICP  
Forward Pinellas Executive Director


Date: 11/13/21

  
\_\_\_\_\_  
Commissioner Janet Long  
Forward Pinellas Chair  
Date: 11/13/21

Countersigned:

  
\_\_\_\_\_  
Bruce Rector  
Mayor

Approved as to form:


  
\_\_\_\_\_  
Jerrod Simpson  
Senior Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By:

  
\_\_\_\_\_  
Jennifer Poirrier  
City Manager

Attest:

  
\_\_\_\_\_  
Rosemarie Call  
City Clerk



APPROVED AS TO FORM

By: Maria C. White, Esq.  
Office of the County Attorney

**Exhibit "A"**

**SCOPE OF SERVICES**

# Pinellas County Multimodal Impact Fee Ordinance Update

## Scope of Services

May 28, 2024

### Project Background

Located on the west central coast of Florida, Pinellas County is home to approximately 980,000 residents. The county is mostly built-out with vacant land amounting to less than 15% of countywide acreage. However, growth continues to occur through a mix of infill and redevelopment projects. Over the past five years, countywide residential permitting reached an average of 2,600 new housing units per year. This increase in housing units combined with replacement of smaller homes with larger units and ongoing growth in employment increases the need for public infrastructure.

To address transportation infrastructure needs caused by new growth, Pinellas County adopted a multimodal transportation impact fee ordinance, which is a countywide fee where the revenues are shared with municipalities and are used to fund mobility needs as established by the County Comprehensive Plan, the Metropolitan Planning Organization's Long Range Transportation Plan, and the Comprehensive Plans of the municipalities in Pinellas County. To address certain concerns regarding the multimodal fee structure, Forward Pinellas and Pinellas County Housing and Community Development started to work together towards an update of the County's Multimodal Impact Fee Ordinance (MIFO). Some of these concerns included the inability of the current fee levels to fund the necessary transportation improvements, lack of flexibility, need to address affordable/workforce housing as well as certain legal and administrative concerns.

Benesch's approach to address the update of the County's multimodal transportation impact fee ordinance includes two phases: Community Involvement to determine the areas of improvements needed as part of the update of the multi-modal transportation impact fee program and the Technical Analysis needed to update the fee levels. The work plan for each phase is presented in the remainder of this section.



## Scope of Services

### PHASE 1 – POLICY FRAMEWORK AND STAKEHOLDER INVOLVEMENT (Tasks 1 – 4)

Given that the multimodal transportation impact fee is collected countywide with participation from all municipalities, this task will gather information on strengths and weaknesses of the current program. As part of this phase, the following tasks will be completed.

#### TASK 1: BACKGROUND REVIEW AND ANALYSIS

To address the Phase 1 Objectives identified by Forward Pinellas, Benesch will complete the following subtasks:

- Review current Pinellas County MIFO.
- Review other Florida transportation impact fee ordinances and approaches.
- Analyze Pinellas County and municipality transportation trends.

This task will follow the Phase 1 Kick-Off Meeting but will precede stakeholder interviews.

##### *1.01 - Review of Current Pinellas County MIFO*

Upon receipt of the Notice to Proceed, Benesch will coordinate with Forward Pinellas and Pinellas County for the collection of the specific studies, previous technical reports, current policies and procedures and other related information necessary to fully understand the County's current methodology and fee structure as well as current concerns regarding the multimodal transportation impact fee program and structure. In addition to providing background information, this will consider current and pending Florida Statutes and identify areas where modifications to the MIFO are necessary to comply.

##### *1.02 - Review of Other Jurisdictions' Ordinances and Approaches.*

Benesch will identify a candidate list of ordinances for consideration by the Forward Pinellas Project Manager for further investigation. This initial list will include basic information about the subject jurisdiction and a high-level overview of the jurisdiction's fee ordinance.

Attention will be directed to identifying several comps from "peer counties" where a countywide fee is applied to/implemented by the various municipalities but municipal fees or stand-alone unincorporated county fees may be considered to illustrate novel methodologies. We anticipate this will include a mix of traditional transportation impact fees, multimodal impact fees, and mobility fees wherein the fee satisfies the statutory requirement for an alternative transportation funding systems in place of transportation concurrency. Providing examples of the differences between consumption-based and plan-based



approaches will also be an objective of this subtask. From a longer list of candidate ordinances, Benesch will conduct additional research into those ordinances selected by the Forward Pinellas Project Manager.

### *1.03 - Analysis of Countywide Transportation Trends.*

Benesch will analyze the following data to better understand how the current MIFO fits into the overall transportation funding and growth management prospectus of Pinellas County governments:

- Recent development permitting / impact fee collections by sub-area and/or current impact fee benefit districts.
- Socioeconomic data forecasting being used in the Advantage Pinellas Plan (2050 LRTP).
- Multimodal transportation infrastructure needs as available from the Advantage Pinellas Plan, adopted 2045 LRTP, and other sources identified by the Forward Pinellas Project Manager including but not limited to the Advantage Pinellas and Safe Streets Pinellas plans as well as other countywide and sub-area planning studies.
- MIFO revenue trends and current MIFO fund balances by benefit district.

This analysis will require coordination with local governments and will help to frame how various policy decisions that could be advanced as part of the MIFO update are relevant based on the current and projected growth management outlook for Pinellas County overall and for various subareas.

The outcomes of Subtasks 1.01 – 1.03 will be summarized as a Technical Appendix and Summary Presentation. These will be updated based on feedback from the Advisory Committee (see Task 4) and will then be used to facilitate Stakeholder Outreach as discussed in Task 2.

## **TASK 2: STAKEHOLDER OUTREACH**

As part of Advisory Committee Meeting #2, Benesch will present a proposed strategy for incorporating stakeholder outreach into Phase 1 of the MIFO update. This will build on outreach efforts completed by Forward Pinellas and will seek to both educate stakeholders on the findings of Task 1 and begin to synthesize policy direction necessary to complete Phase 2 of the MIFO Update.

Benesch anticipates that Stakeholder Outreach will include the majority (if not all) municipalities in Pinellas County as well as input from the County's Development and Construction Advisory Group (DCAG). The specific Outreach methods will be refined by the Forward Pinellas Project Manager and Advisory Committee; however, Benesch proposes the following as an initial approach:

- Kick-Off Meeting – Provide an overview of the MIFO Update project and timeline; review the outcomes of Task 1. Benesch staff will facilitate an in-person, workshop style meeting. This meeting may be in-person or attended by stakeholders virtually at the discretion of the Forward Pinellas Project Manager.

- Focus Group Workshops – 5 to 6 small group workshops to receive feedback related to the materials presented as part of the Hybrid Meeting, discuss the specific needs and priorities of each Focus Group, and provide an opportunity for Benesch to ask questions related to MIFO implementation and issues from the various participants. Focus group make-up will be refined by the Forward Pinellas Project Manager and/or Advisory Committee but will likely be based on municipality size and development issues as well as common geography (e.g. north, central, south, beaches). The DCAG will likely be treated as a separate Focus Group. A separate focus group may be convened to focus on legal issues.
- Follow-up Interviews – Benesch, in conjunction with Forward Pinellas staff, will contact individual Focus Group participants as necessary to gather data, ask clarifying questions, or discuss policy options as needed to provide a complete assessment of stakeholder needs and priorities.

Specific stakeholder topics for discussion will be established through the completion of Task 1 and Advisory Committee Meetings #1 and #2, but generally Benesch anticipates the following elements will be discussed:

- Role of transportation impact fees in Pinellas County;
- Legal requirements related to the implementation of multimodal transportation impact fees;
- Comparative impact fee methodologies;
- Policies related to exemptions for Affordable Housing, land use and economic development incentives, and fee options as they relate to novel land uses.
- Differences between a multimodal transportation impact fee and a mobility fee and the role of the MIFO in the community's overall growth management and transportation funding framework;
- Fee districts vs. benefit districts;
- Consideration of alternative fee and benefit district boundaries;
- Establishment of needs in terms of future projects;
- Current fee implementation and differences in implementation between jurisdictions; and
- Any administrative or implementation related issues/concerns.

The process/participation and outcomes of Task 2 will be documented in a Technical Appendix and discussed with the Advisory Committee as part of Meeting #3.

### TASK 3: PHASE 1 RECOMMENDATIONS

After facilitating Advisory Committee Meeting #3, Benesch will prepare a Draft Technical Memorandum that incorporates the work products of Tasks 1 and 2 and documents the recommendations for the MIFO Update to be carried into Phase 2. The Draft Technical Memorandum will be provided to the Advisory Committee for review and will be discussed as part of Advisory Committee Meeting #4. Using the feedback from this meeting, Benesch will prepare a Summary Presentation (see Task 4.03).

Feedback from the Advisory Committee as well as project Stakeholders and the Forward Pinellas TCC, PAC, and Board will be incorporated into the Final Phase 1 Technical Memorandum. This Technical Memorandum will serve as a decision point to set final direction for Phase 2 of the MIFO Update.

## TASK 4: PHASE 1 PROJECT MANAGEMENT, MEETINGS, AND PRESENTATIONS

### *4.01 – Advisory Committee Meetings*

Forward Pinellas has assembled a group of local government representatives that participated in the scoping and consultant selection for this effort. In addition to these staff and the Forward Pinellas Project Manager, Benesch recommends that an Advisory Committee be formed to include representation from Pinellas County Department of Housing and Community Development, the County Manager's Office, the County Attorney's Office, and other key stakeholders as identified by Forward Pinellas. This group will meet several times during Phase 1 as follows and remain engaged through Phase 2 as discussed in Task 14.

- Advisory Committee Meeting #1 – Project kick-off meeting to review and refine Project Management Plan, detailed project schedule and Task 1 work plan.
- Advisory Committee Meeting #2 – Review Task 1 work products, discuss major technical, legal and policy issues, determine the list of stakeholders that need to be interviewed and the topics that will be discussed during the interviews/focus groups; refine stakeholder outreach format.
- Advisory Committee Meeting #3 – Review the outcomes of the Stakeholder Outreach and begin formulating policy directives to guide Phase 2 of the MIFO Update.
- Advisory Committee Meeting #4 – Review and finalize Phase 1 Recommendations.

### *4.02 – Project Management & Status Meetings*

Benesch will conduct monthly project coordination TEAMS meetings with the Forward Pinellas Project Manager. These will provide status updates, address stakeholder coordination needs, and review project financials. Benesch will provide any necessary materials for review at least two business days prior to each meeting and complete brief email summaries within a few days after each status meeting.

### *4.03 – Presentations*

In addition to presentations prepared to facilitate Advisory Committee Meetings and the development of and delivery of the Summary Presentation developed in Task 1, Benesch staff will prepare and deliver a presentation summarizing the outcomes of Phase 1 to the following groups:

- Stakeholder Outreach Participants
- Forward Pinellas Technical Coordinating Committee and Planners Advisory Committee
- Forward Pinellas Board
- Pinellas County Board of County Commissioners (workshop session)



The order and audience for these presentations may be adjusted based on guidance from the Forward Pinellas Project Manager and Project Advisory Committee.

## PHASE 2: Technical Analysis (Tasks 5 – 11)

Based on the results of the Phase I analysis, Benesch will prepare a technical study that updates Pinellas County's multimodal transportation impact fee study. Primary tasks will include the following.

### TASK 5: CAPITAL INVENTORY AND LEVEL OF SERVICE STANDARDS

Benesh will identify multimodal capital facilities, including roadways that are classified as collectors and arterials and sidewalks, bicycle lanes and transit amenities on these roads, as data available. The adopted level of service (LOS) standards will be reviewed and incorporated into the analysis. Existing achieved countywide LOS will be calculated and compared to the adopted LOS standards to develop options to vary the fee levels.

### TASK 6: COST AND CAPACITY COMPONENTS

This task analysis will reflect the current cost of adding multimodal transportation capacity in Pinellas County. Cost elements reviewed will include design and engineering inspection, construction, right-of-way purchase, and other related costs. Benesch will review recent bids, recently completed local projects (past four years), recent ROW purchases or appraisals, the Capital Improvements Plan, Long Range Transportation Plan, annual budgets/reports, and other relevant documents to identify capital improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the County.

This information will be compared to and/or supplemented with Benesch's cost database that includes information from other Florida jurisdictions.

Average capacity added by future projects will be estimated based on the combination of future improvements in the Long Range Transportation Plan or Capital Improvement Programs of the municipalities and the County.

### TASK 7: CREDIT COMPONENT

The credit component recognizes any future non-impact fee revenue contributions from new development towards multimodal transportation capacity projects. Update of the credit component will involve a review of historical and projected capital improvement funding sources and expenditures for right-of-way, construction, design and engineering inspection and other related costs in Pinellas County. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how transportation capacity projects are funded.

Benesch developed an “Economic Growth” approach to impact fees, which calculates an additional credit for the on-going contributions from the existing development. This model evaluates all available funding sources and levels for capacity projects compared to projected growth levels and adjusts fees accordingly. This approach recognizes the new development’s impact is moderated in more urbanized areas with a larger population and tax base and available infrastructure compared to more suburban/rural areas with high growth rate and limited tax base and infrastructure.

With this additional credit, the fees can be reduced for geographic subareas or targeted land uses while maintaining the adopted LOS standards on a countywide basis. This is not a legally required credit; however, it provides a policy option tool for local governments to vary the fees.

### TASK 8: DEMAND COMPONENT

This task will update the demand component of the multimodal transportation impact fee that is measured in terms of person miles of travel. Benesch has an extensive database that includes trip characteristics studies for over 40 land uses, including studies conducted in Pinellas County. The demand component will be updated based on secondary data sources, such as the most current ITE Trip Generation Handbook, Benesch’s trip characteristics database and any alternative studies that may have been conducted in Pinellas County. As part of this task and based on results of the Phase I analysis, the Benesch Team will revise the land uses included in the fee schedule to ensure the fee schedule incorporates development types that are being permitted. Options for residential tiering by category to better reflect lower impact of ADUs or smaller homes will be developed.

### TASK 9: STRATEGIC VARIATION IN FEE LEVELS

Based on the results of Phase 1 analysis, this task will develop options to vary the fees by area and/or for targeted land uses in a manner that is consistent with the growth management and economic development goals of the municipalities and the County. Analyses in this task will include:

- Review of development levels and patterns in municipalities and unincorporated county;
- Application of relevant legislation that provides flexibility;
- Application of areawide LOS measures; and
- Application of the Economic Growth model that is developed under Task 7.

The results of these analyses will be discussed with municipalities that are interested in flexible fee schedules and one set of adjustment to the fee schedule will be made.

### TASK 10 – BENEFIT DISTRICT ANALYSIS

Currently, there are 24 benefit districts in Pinellas County based on municipal boundaries. Benesch will review the existing benefit districts and evaluate whether any adjustments are necessary. As part of this



analysis, geographic size, natural/man-made boundaries or physical features, municipal boundaries, travel patterns, development patterns and other similar factors will be evaluated.

### TASK 11 - FEE SCHEDULES & COMPARISON

Benesch will develop an updated multimodal transportation impact fee schedule based on analyses completed in Tasks 5 through 10. The fee schedule(s) will represent a proportionate share of the multimodal transportation infrastructure capacity consumed by each unit of land use based on the updated cost, credit and demand variables and policy discounts. Calculated fees will be compared to those adopted by other nearby or similar jurisdictions.

### TASK 12: TECHNICAL REPORT AND ORDINANCE ASSISTANCE

Results of Tasks 3 through 6 will be used to develop an updated fee schedule. Based on previous analysis and Phase I findings, variations on fee levels will also be calculated. The results of this analysis will be summarized in a draft technical report. The technical report will include all information, estimates, projections and data analysis, as well as any assumptions made, and methodologies employed to complete these tasks. Upon receipt of comments from the County, Benesch will make the necessary revisions to the draft report and prepare the final report, which will incorporate input from Forward Pinellas, Pinellas County Housing and Community Development, County staff and other groups and agencies as appropriate.

Benesch will coordinate with the Department of Housing and Community Development and Pinellas County Attorney's Office to prepare an updated draft impact fee ordinance and interlocal agreements that reflect the outcomes of the technical study and addresses necessary legal requirements. Examples of recent changes to the legislation include frequency of fee increases, caps on fee increases, treatment of developer credits, and reporting requirements, among others. Update of the ordinance will also include clarifying language on the types of projects eligible to be funded with impact/mobility fee revenues. The County Attorney/County Staff shall be responsible for finalizing ordinance and necessary interlocal agreements.

### TASK 13: ADMINISTRATIVE MANUAL

Benesch will review the current administrative procedures and processes used by the County and the municipalities. Based on Phase I results, examples of processes from other communities will be provided. Benesch will prepare a fee calculator and an Administrative Manual that provides procedures for daily implementation of the multimodal transportation impact fee. This task will also address the coordination of fee collection processes and policies between municipalities and the County.

### TASK 14: PHASE 2 PROJECT MANAGEMENT, MEETINGS, AND PRESENTATIONS

As part of Phase 2 of the Pinellas County MIFO Update, the following meetings and presentations are envisioned to be conducted:

- Phase 2 Kick-off meeting.

- Three interim meetings with representatives from Forward Pinellas, Pinellas County Housing and Community Development and others as appropriate to discuss preliminary results.
- One meeting with County staff, representatives Forward Pinellas and Pinellas County Housing and Community Development to review draft report findings and prepare for public meetings.
- Five public meetings to present the study results and obtain input from the development community, municipalities and the public, as appropriate.
- Two meetings with the Pinellas County Board of Commissioners to present study results, respond to questions and obtain input, including the adoption hearing.

The final number of meetings will be determined with input from the Forward Pinellas and Pinellas County Housing and Community Development. For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts for review prior to each meeting/presentation.

As with Phase 1, Benesch will conduct monthly project coordination TEAMS meetings with the Forward Pinellas Project Manager. These will provide status updates, address stakeholder coordination needs, and review project financials. Benesch will provide any necessary materials for review prior to each meeting and complete brief email summaries within a few days after each status meeting.

### *OPTIONAL SERVICES*

This task will be used for additional tasks, if needed and after receipt of an authorization from Forward Pinellas Project Manager. Potential tasks may include additional meetings, research, analysis and legal services that are not already covered in the study scope.



## Schedule

Phase 1 and Phase 2 shall be completed within 18 months of Notice to Proceed based on the following milestones:

- Phase 1 Draft Technical Report – 6 Months from Notice to Proceed
- Phase 2 Fee Schedules and Technical Report – 12 Months from Notice to Proceed
- Phase 2 Draft Ordinance, Interlocal Agreements, Administrative Manual and Presentations – 18 Months from Notice to Proceed.

A general schedule is included as Exhibit 1. A detailed schedule showing specific deliverables, review windows, and meeting timeframes will be provided for discussion as part of the Phase 1 Kick-Off Meeting. This will be updated as part of the Phase 2 Kick-Off.

## Budget

Phase 1 and Phase 2 shall be completed for a LUMP SUM fee of \$429,790 based on the staff-hour estimate included as Exhibit 2. In addition, the budget includes a separate task for \$20,000 for optional services, which will be used only if authorized.





	Staff Classifications and Negotiated Rates						Total Project Budget
	Project Director	Project Manager	Senior Professional	Project Professional	Senior Technician	Secretarial/Clerical	Total Hours
	\$325.00	\$305.00	\$180.00	\$135.00	\$110.00	\$85.00	-
Total Hours/Budget	-	536	624	739	469	31	2,309 \$ 429,790
Phase 1 Tasks							
1	Background Review and Analysis	0	76	120	132	2	406 \$71,130
	Review of Current MIFO		18	18			36 \$8,730
	Florida Impact Fee Review		14	42	24		80 \$15,070
	Analysis of Transportation Trends		22	34	60	72	188 \$28,850
	Technical Appendix		22	26	48	4	102 \$18,480
2	Stakeholder Involvement	0	96	72	104	2	188 \$56,890
	Stakeholder Kick-Off		24	16	16		56 \$12,360
	Focus Groups and Follow-Up		48	36	48		132 \$27,600
	Technical Appendix		24	20	40	2	90 \$16,930
3	Phase 1 Recommendations	0	28	47	76	0	169 \$29,240
	Draft Technical Report		22	35	60		129 \$22,430
	Final Technical Report		6	12	16	6	40 \$6,810
4	Phase 1 Project Mngt., Meetings & Presentations	0	57	48	50	10	173 \$34,505
	Advisory Committee Meetings		24	32	24		80 \$16,320
	Project Management Status Meetings		9	6	6	8	23 \$4,235
	Presentations (3)		24	16	20	2	70 \$13,950
Phase 1 Subtotal:		-	257	287	362	106	936 \$ 191,765

Phase 2 Tasks										
5	Capital Inventory & LOS Standards			8	16	18	24	1	67	\$10,475
6	Cost/Capacity Component			15	32	36	38	1	122	\$19,460
7	Credit Component			22	26	48	32	1	129	\$21,475
8	Demand Component			16	25	18	32	1	92	\$15,415
9	Strategic Variation in Fee Levels			22	43	56	65	1	187	\$29,245
10	Benefit Districts			24	36	28	48	1	137	\$22,945
11	Fee Schedule and Comparison			14	16	24	20	1	75	\$12,675
12	MMTIF Study Documentation			30	35	35	30	1	131	\$23,560
13	Administrative Manual			38	62	72	60	1	233	\$39,155
14	Phase 2 Project Mngt., Meetings & Presentations			90	46	42	14	8	200	\$43,620
	Kick-off Meeting (Project Organization)			8	0	0	0	1	9	\$2,525
	Interim Staff Meetings (3)			18	24	6	6	3	57	\$11,535
	Project Management Status Meetings			12		12		1	25	\$5,365
	Draft Report Review Meeting			4	4	2	2	1	13	\$2,515
	Public Meetings (5)			40	10	10	2	1	63	\$15,655
	BCC Workshop & Adoption Hearing (2)			8	8	12	4	1	33	\$6,025
Phase 2 Subtotal:				279	337	377	363		1,373	\$ 238,025

Optional Services		
Optional Services at Hourly Rates Above		\$ 20,000