

INTERLOCAL AGREEMENT
FOR
PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK
WITH THE
CITY OF CLEARWATER

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as "Agreement", is made and entered into this 5th day of Oct, 2018, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as "Forward Pinellas,") and the CITY OF CLEARWATER (hereinafter referred to as the "Local Government").

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2014; and

WHEREAS, the current interlocal agreement between the parties expires on September 30, 2018; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work 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, Forward Pinellas and the 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, 2018 through September 30, 2022; which term may be renewed by mutual written agreement, signed by both parties, for one additional four-year period through September 30, 2026, unless terminated as provided for elsewhere in this Agreement.

Section 3. Scope of Services

- A. The, Scope of Services is provided in Exhibit A 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, upon mutual agreement of Forward Pinellas 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 Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.
- D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
- E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable therefor.
- F. The parties acknowledge that Forward Pinellas currently has and agrees to maintain insurance coverage for general liability and errors and omissions.

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 and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.
- C. The Local Government agrees to make payment to Forward Pinellas 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 Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.
- B. Forward Pinellas 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. Forward Pinellas 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. Forward Pinellas 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, or the requisite statutory record retention period, whichever is longer.

- 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:

Forward Pinellas: Forward Pinellas
Attn: Whit Blanton, Executive Director
310 Court Street, 2nd Floor
Clearwater, FL 33756

Local Government: City of Clearwater
112 S. Osceola Avenue
Clearwater, FL 33756

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 Forward Pinellas 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 such filing.

Section 11. Successor Agency

In the event Forward Pinellas 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 and/or special project work currently performed by Forward Pinellas. 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 on the dates referenced below.

FORWARD PINELLAS

Attest:


By: Whit Blanton, FAICP
Executive Director


By: Vice Mayor Doreen Caudell
Chair

Date: 10-5-18

Approved as to form:


By: Chelsea Hardy
Assistant County Attorney


By: Mayor Cookie Kennedy
Treasurer

LOCAL GOVERNMENT

Countersigned:

CITY OF CLEARWATER, FLORIDA


George N. Cretekos
Mayor

By: William B. Horne II
William B. Horne II
City Manager

Approved as to form:

Attest:


Michael P. Fuino
Assistant City Attorney


Rosemarie Call
City Clerk



EXHIBIT A

SCOPE OF SERVICES

- I. Ongoing Planning Services
 - A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.
 - B. Ongoing planning services 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, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

- II. Mapping Services
 - A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.
 - B. Mapping services 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 Forward Pinellas.
 - C. Forward Pinellas 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. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.
 - B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, as determined to be consistent with the mission and role of Forward Pinellas.

EXHIBIT B

PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following hourly rates:

| | |
|------------------------------|---------------|
| 1. Executive Director | \$109.00/hour |
| 2. Supervising Planner | \$72.00/hour |
| 4. Principal Planner | \$62.00/hour |
| 5. Planner/Analyst | \$48.00/hour |
| 8. Communications Specialist | \$55.00/hour |
| 9. Administrative Support | \$36.00/hour |

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the 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

Forward Pinellas 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 Forward Pinellas staff for each such special project.