

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this 29 day of March, 2024 by and between the Pinellas Planning Council, a dependent special district of Pinellas County, Florida, dba **FORWARD PINELLAS**, and **PINELLAS COUNTY**, 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, Part I of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, pursuant to Section 2 Chapter 2012-245, Laws of Florida, one of the purposes of FORWARD PINELLAS is to provide intergovernmental coordination, and pursuant to Section 6 of said Chapter, FORWARD PINELLAS may enter into contracts with local governments and governmental agencies in Pinellas County to achieve this purpose; and

WHEREAS, FORWARD PINELLAS conducts countywide land use and transportation planning and coordination across jurisdictions in Pinellas County; and

WHEREAS, PINELLAS COUNTY conducts planning and implements programs in land use, community redevelopment, transportation, and affordable housing in the unincorporated county and for the benefit of other local governments; and

WHEREAS, PINELLAS COUNTY and FORWARD PINELLAS have signed the Advantage Pinellas Housing Compact (“Housing Compact”), an agreement among local governments across the county to work together to address the critical need for housing affordability, coordinated with jobs and transportation, together with seven other local governments; and

WHEREAS, the Housing Compact provides for implementation of its goals through the Housing Action Plan, which will serve as a long-term policy framework to guide countywide and local government decision-making; and

WHEREAS, PINELLAS COUNTY and FORWARD PINELLAS executed Joint Resolution 23-25, designating Forward Pinellas as the forum to guide implementation of the Housing Action Plan; and

WHEREAS, the Housing Action Plan sets forth a goal of developing a housing regulatory toolkit for local government use, including a menu of regulatory strategies, incentives, and design standards to encourage housing that is diverse, affordable to a broad range of incomes, sustainable, and supportive of healthy communities and multimodal transportation; and

WHEREAS, FORWARD PINELLAS and PINELLAS COUNTY support the idea of a collaborative effort to create a regulatory toolkit meeting the objectives of the Housing Action Plan; and

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

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

WHEREAS, FORWARD PINELLAS 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 PINELLAS COUNTY the services described in the "Scope of Services" attached hereto and 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 PINELLAS COUNTY, 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 County Administrator of PINELLAS COUNTY or his designee.

FORWARD PINELLAS and PINELLAS COUNTY 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 PINELLAS COUNTY and the affected municipal partner.
4. **PROJECT COST.** The estimated Project Cost is \$90,000. Contribution from PINELLAS COUNTY is \$40,000, payable from the County's general fund as further outlined herein.

FORWARD PINELLAS will contribute \$50,000 from its planning funds to fund the remaining portion to fulfill the Scope of Services.

5. **PAYMENT TO FORWARD PINELLAS.** PINELLAS COUNTY shall pay a total "Fee" for the Scope of Services of \$40,000, which shall be payable in one lump sum. FORWARD PINELLAS shall submit an invoice to PINELLAS COUNTY and PINELLAS COUNTY shall pay the invoice in accordance with the Local Government Prompt Payment Act. Should FORWARD PINELLAS and PINELLAS COUNTY 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 April 1, 2025.
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 have not and will not be performed due to such termination to PINELLAS COUNTY within 120 days of the date the Agreement is terminated.
 - b. **Termination with Cause by PINELLAS COUNTY.** If PINELLAS COUNTY terminates the Agreement with cause, FORWARD PINELLAS shall return any funds in its possession that are allocated toward work for the Project that have not and will not be performed due to such termination to PINELLAS COUNTY 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 have not and will not be performed due to such termination to PINELLAS COUNTY 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 PINELLAS COUNTY 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 PINELLAS COUNTY, PINELLAS COUNTY 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 PINELLAS COUNTY. 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 PINELLAS COUNTY 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 PINELLAS COUNTY 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

 _____ Date Signed: 3/13/24

Whit Blanton, FAICP
Forward Pinellas Executive Director

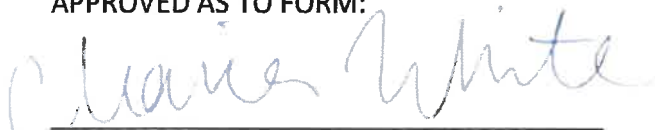
 _____ Date Signed: 3.13.2024

Commissioner Janet Long
Forward Pinellas Chair

WITNESS

By:  _____ Date Signed: 3/13/2024

APPROVED AS TO FORM:



Maria C. White
Assistant County Attorney

PINELLAS COUNTY

 Barry Burton

Date Signed: March 29, 2024

Barry Burton
County Administrator

WITNESS

By: 

Date Signed: March 29, 2024

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: 
Office of the County Attorney

Exhibit "A"

SCOPE OF SERVICES