

RESOLUTION 2023-07

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RECOMMENDING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT WITH PINELLAS COUNTY, FLORIDA, FOR COLLECTION AND REMITTANCE OF THE PLAN REVIEW AND INSPECTIONS FEES.

WHEREAS, THE City of Tarpon Springs has, pursuant to law, adopted by Ordinance 2009-05 (the "Ordinance"), as amended, established a fee to review site development plans and building permit applications (the "Plan Review and Inspection Fees"); and

WHEREAS, The Tarpon Springs Fire Department desires the assistance of Pinellas County in the collection and remittance of the Plan Review and Inspection Fees.

WHEREAS, Execution of the Interlocal Agreement will allow Pinellas County to collect and remit the Plan Review and Inspection fees to the City of Tarpon Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

1. That the Board of Commissioners hereby authorizes the City Manager to sign the Interlocal agreement with Pinellas County, as set forth in Exhibit "A." as recommended in the City Manager's memorandum to the Board of Commissioners dated January 24, 2023.



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoung@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

RICHARD KINNEY
Fire Marshal
rkinney@tsfr.us

MEMORANDUM

January 24, 2023

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

FROM: MARK LECOURIS, CITY MANAGER
SCOTT YOUNG, FIRE CHIEF ↗

SUBJECT: INTERLOCAL AGREEMENT WITH PINELLAS COUNTY

RECOMMENDATION:

That the Board of Commissioners authorizes the City Manager to sign the Interlocal Agreement with Pinellas County.

BACKGROUND:

Pinellas County is in the process of moving all its plan reviews to a digital format. Occasionally, the Fire Department receives site development plans to review for the city's unincorporated areas, which are currently in paper format. This agreement would allow Pinellas County to collect and remit the Plan Review and Inspection Fees to the City of Tarpon Springs per Code of Ordinance 2009-05 (ch 7, 7-23).

This Interlocal Agreement was reviewed and approved by the City Attorney.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into between Pinellas County, Florida, a political subdivision of the State of Florida (“County”) and The City of Tarpon Springs, this _____ day of _____, 2023 (“Effective Date”).

RECITALS

WHEREAS, The City of Tarpon Springs has, pursuant to law, adopted by Ordinance 2009-05 (the “Ordinance”), as may be amended, establishing a fee to review site development plans, and building permit applications (the “Plan Review and Inspection Fees”); and

WHEREAS, the Tarpon Springs Fire Department desires the assistance of Pinellas County in the collection and remittance of the Plan Review and Inspection Fees.

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the Parties agree as follows:

1. SERVICES.

The County shall collect the Plan Review and Inspection Fees in accordance with the fees established by the Resolution (attached and incorporated herein as Exhibit A), as may be amended, upon application of a site development plan or building permit. The County shall remit said fees to the City of Tarpon Springs within (30) calendar days of the end of each month.

2. ADMINISTRATIVE CHARGES.

The County shall pass through one hundred percent (100%) of the Plan Review and Inspection Fees collected on behalf of the City of Tarpon Springs and shall not retain or withhold any of the Fees for the County’s own benefit.

3. COMPLIANCE WITH LAWS.

The Parties shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue.

4. INDEMNIFICATION.

To the extent permitted by law, The City of Tarpon Springs covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect, or omission by The City of Tarpon Springs during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that The City of Tarpon Springs shall not be liable under this Section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

5. PUBLIC RECORDS.

The Parties acknowledge that information sent or received pursuant to this Agreement may be public records in accordance with Chapter 119, Florida Statutes. The Parties agree that each will implement policies, procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations and policies of the Parties. Only fees allowed by Section 119.07, Florida Statutes, and policies of the Parties for locating and producing public records, may be charged.

6. ASSIGNMENTS.

No Party shall assign its responsibility under this Agreement to another party without prior written approval of the other Party.

7. TERM AND TERMINATION.

- A. The term of this Agreement shall commence on the Effective Date and shall remain in effect until September 30, 2024 unless earlier terminated as provided for herein.
- B. Either Party may cancel this Agreement with or without cause, by giving thirty (30) business days, excluding County holidays, prior written notice. Notice shall be delivered in accordance with Section 12, Notices.
- C. This Agreement may be renewed pursuant to such term as all Parties may agree upon in writing. If all Parties agree, the Parties shall execute an amendment to this Agreement.
- D. In the event this Agreement is terminated, each Party shall be solely responsible for the payment of any expenses it has incurred.

8. AMENDMENTS.

This Agreement may be modified or amended only by a document in writing executed by the Parties with the same formality of this Agreement.

9. DISPUTE RESOLUTION.

The Parties will attempt to negotiate any disputes which may arise during the term of this Agreement. Should disagreements arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Parties for consideration. If no agreement can be reached, any Party may invoke Section 7, Term and Termination.

10. APPLICABLE LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

11. SEVERABILITY.

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

12. NOTICES.

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by one Party to another shall be in writing and shall be deemed given and delivered on the date delivered by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

For the City of Tarpon Springs: _____
CONTACT NAME

TITLE

ADDRESS

CITY, STATE ZIP

For the County: Evelyn Spencer
Building Official
440 Court Street
Clearwater, FL 33736

13. NO PLEDGE OF AD VALOREM TAXES.

The Parties agree that this Agreement does not constitute a general indebtedness of any Party within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the Parties that no Party shall ever have the right to require or compel the exercise of ad valorem taxing power of another Party or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement.

14. NO THIRD PARTY BENEFICIARY.

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

15. NON-EXCLUSIVE AGREEMENT.

This is a non-exclusive agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract with other entities for similar services, as each may determine necessary in their sole discretion.

16. RELATIONSHIP OF THE PARTIES.

Each Party is and shall remain an independent and separate entity from the other Party. At no time shall an employee or agent of one (1) Party be deemed to be an employee or agent of the other Party.

17. ENTIRE AGREEMENT.

This Agreement reflects the full and complete agreement among the Parties and supersedes all prior contemporaneous agreements (whether oral or written) between them.

IN WITNESS WHEREOF, the Parties herein have executed this Agreement as of the day and year first above written.

Pinellas County
Barry Burton, County Administrator

City Manager Signature

Name

Date

Title

Date

APPROVED AS TO FORM

By: _____
Office of the County Attorney

Signature

Print Name

Title

EXHIBIT A

§ 7-23. - FEE SCHEDULE.

The following fee schedule shall apply to periodic fire inspections and plan reviews conducted by the Fire Department:

(a) *Periodic fire inspections.*

Initial inspectionNo charge

1st Re-inspectionNo charge

2nd Re-inspection\$50.00

3rd Re-inspection\$75.00

4th Re-inspection\$100.00

Code enforcement proceedings to commence if violations not corrected after 4th re-inspection.

(b) *Plan review fees.*

(1) Commercial/business

(i) New construction

Site/civil per review\$35.00

Building (architect) per review\$25.00

Additional floor per floor\$7.00

(ii) Remodel

Site/civil per review\$40.00

Building (architect) per review\$25.00

Additional floor per floor\$7.00

(2) Assembly/mixed occupancy

(i) New construction

Site/civil per review\$40.00

Building (architect) per review\$25.00

Additional floor per floor\$7.00

(ii) Remodel

Site/civil per review\$50.00

Building (architect) per review\$25.00

Additional floor per floor\$7.00

(3) Hospitals, clinics, surgical/medical nursing homes

(i) New construction

Site/civil per review\$75.00

Building (architect) per review\$40.00

Additional floor per floor\$10.00

(ii) Remodel

Site/civil per review\$25.00

Building (architect) per review\$50.00

Additional floor per floor\$10.00

(4) Assisted living facility, foster or group home (new construction & remodel)

Site/civil per review\$25.00

Building (architect) per review\$20.00

Additional floor per floor\$7.00

(5) Hotel/motels, transient housing (new construction & remodel)

Site/civil per review\$50.00

Building (architect) per review\$25.00

Additional floor per floor\$10.00

(6) Fire sprinkler/standpipe systems (new construction & remodel)

Plan review NFPA 13 per review\$50.00

Plan review NFPA 13R, 13D per review\$25.00

Plan review standpipe system per review\$25.00

Plan review fire suppression - per review\$20.00

Hood system

Plan review other fire per review\$25.00

Suppression systems

(7) Fire alarm/detection systems

(i) New construction

Plan review NFPA 72 per review\$50.00

(ii) Remodel

Plan review NFPA 72 per review\$40.00

(8) Residential

(i) Multi-unit residential (apartments, townhouse, etc.)

a. New construction

Site/civil per review\$75.00

Building (architect) per review/per building\$50.00

b. Remodel

Site/civil per review\$50.00

Building (architect) per review/per building\$25.00

(ii) One/two family development (new construction)

Site/civil per review\$75.00

(Ord. 2009-05, passed 4-7-09)