

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 9, 2020

To: The Honorable Chair Ed Montanari, and Members of City Council

Subject: A resolution authorizing the Mayor or his designee to accept a planning and place-making (PPM) grant from Forward Pinellas at a maximum reimbursement amount of \$50,000 for the development of a Demonstration and Pilot Project Guide (“Grant”); approving an interlocal agreement between Forward Pinellas and the City of St. Petersburg, Florida setting forth the terms and conditions related to the grant funding (“agreement”); authorizing the Mayor or his designee to execute the Agreement and all other necessary documents to effectuate this transaction; approving a supplemental appropriation in the amount of \$50,000 from the increase in unappropriated balance of the Bicycle Pedestrian Safety Capital Improvements Fund (3004), resulting from these additional revenues, to the Demonstration and Pilot Project Guide Project (TBD); and providing an effective date.

Explanation: At its March 11, 2020 meeting, the Forward Pinellas Board approved the City of St. Petersburg’s (“City’s”) Planning and Placemaking (“PPM”) grant application for the creation of a Demonstration and Pilot Project Guide (“Guide”). Forward Pinellas provides the PPM grant funding as an incentive program to assist local governments in advancing the Planning and Urban Design Principles of the Countywide Plan. Accordingly, the City’s Guide project was selected to receive this funding through a competitive process after consideration by Forward Pinellas’ advisory committees earlier this year.

Using information within the City’s Complete Streets Policy and Complete Streets Implementation Plan, the Guide will be developed to provide a streamlined process and guidance to citizens, community groups, and advocacy organizations seeking an active role in affecting the streets in their neighborhood and districts. Demonstration projects, which can have a life span from one day to five years, allow citizens the opportunity to reimagine how streets, the largest public space in St. Petersburg, are designed and used. Pilot projects will be City-initiated quick-build or temporary projects to test concepts and improve safety in the short-term while permanent capital projects are programmed for the long-term improvements. Demonstration and Pilot projects can include, but are not limited to parklets, curb extensions, painted intersections, bicycle infrastructure, chicanes, and traffic circles. Many of these items are included as potential safety countermeasures in the Complete Streets Implementation Plan and have been requested by community members in the past and/or piloted by the City without a formalized framework.

Upon approval of the Interlocal Agreement between Forward Pinellas and the City, the City will work to enter into an agreement with a transportation engineering and planning consultant to perform the majority of the work that includes the development of a project visioning team across City departments and project stakeholders; review of similar initiatives in other cities; development of concepts for streamlining internal processes for community-led demonstration projects; identification of criteria associated with city-led pilot projects; metrics to measure the impact of demonstration and pilot projects; and publication of the final Guide document.

Recommendation: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a planning and place-making (PPM) grant from Forward Pinellas at a maximum reimbursement amount of \$50,000 for the development of a Demonstration and Pilot Project Guide (“Grant”); approving an interlocal agreement between Forward Pinellas and the City of St. Petersburg, Florida setting forth the terms and conditions related to the grant funding (“agreement”); authorizing the Mayor or his designee to execute the

Agreement and all other necessary documents to effectuate this transaction; approving a supplemental appropriation in the amount of \$50,000 from the increase in unappropriated balance of the Bicycle Pedestrian Safety Capital Improvements Fund (3004), resulting from these additional revenues, to the Demonstration and Pilot Project Guide Project (TBD); and providing an effective date.

Cost/Funding/Assessment Information: Revenues of up to \$50,000 are to be received from Forward Pinellas and deposited in the Bicycle Pedestrian Safety Capital Improvement Fund (3004). Funding will be available after approval of a supplemental appropriation in the amount of \$50,000, from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Capital Improvement Fund (3004), resulting from these additional revenues, to the Demonstration and Pilot Project Guide Project (TBD).

Attachments: Resolution
Interlocal Agreement with Forward Pinellas

Approvals:

Administration /s/ Evan Mory for Alan DeLisle Budget /s/ Lance Stanford

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A PLANNING AND PLACE-MAKING (PPM) GRANT FROM FORWARD PINELLAS AT A MAXIMUM REIMBURSEMENT AMOUNT OF \$50,000 FOR THE DEVELOPMENT OF A DEMONSTRATION AND PILOT PROJECT GUIDE (“GRANT”); APPROVING AN INTERLOCAL AGREEMENT BETWEEN FORWARD PINELLAS AND THE CITY OF ST. PETERSBURG, FLORIDA SETTING FORTH THE TERMS AND CONDITIONS RELATED TO THE GRANT FUNDING (“AGREEMENT”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$50,000 FROM THE INCREASE IN UNAPPROPRIATED BALANCE OF THE BICYCLE PEDESTRIAN SAFETY CAPITAL IMPROVEMENTS FUND (3004), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE DEMONSTRATION AND PILOT PROJECT GUIDE PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Forward Pinellas developed an incentive program to assist local governments in initiating planning projects that advance the goals and objectives of the Countywide Plan; and

WHEREAS, during a Countywide call for local governments to submit applications for grant funding for Planning and Place-Making projects, the CITY submitted an application to develop a Demonstration and Pilot Project Guide (“Project”); and

WHEREAS, the Project seeks to develop concepts in a guidance document that streamlines City processes for community-led Complete Streets Demonstration projects and City-initiated Complete Streets Pilot projects as contemplated in the adopted Complete Streets Implementation Plan; and

WHEREAS, the City has been selected by Forward Pinellas to receive funding for the Project at a maximum reimbursement amount of \$50,000 (Grant”) subject to the terms and conditions of the Agreement; and

WHEREAS, the total Project cost is not expected to exceed the amount of the Grant; and

WHEREAS, City Administration recommends approval of the Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a Planning and Place-making grant from Forward Pinellas at a maximum reimbursement amount of \$50,000 for the development of a Demonstration and Pilot Project Guide (“Grant”);

BE IT FURTHER RESOLVED that the agreement between Forward Pinellas and the City setting forth the terms and conditions related to the Grant funding (“Agreement”) is hereby approved;

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other necessary documents to effectuate this transaction;

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Capital Improvement Fund (3004) resulting from the acceptance of these additional revenues, the following supplemental appropriation for Fiscal Year 2020;

<u>Bicycle Pedestrian Safety Capital Improvement Fund (3004)</u>	
Demonstration and Pilot Project Guide (TBD)	\$50,000

This resolution shall become effective immediately upon its adoption.

LEGAL:




City Attorney (designee) 00515866

APPROVED BY:

/s/ Evan Mory for Alan DeLisle
Alan DeLisle, Administrator
City Development Administration

APPROVED BY:



Liz Makofske, Director
Budget and Management

APPROVED BY:

/s/ Evan Mory

Evan Mory, Director
Transportation & Parking Management

**INTERLOCAL AGREEMENT BETWEEN FORWARD PINELLAS
AND THE CITY OF ST. PETERSBURG, FLORIDA
FOR PLANNING AND PLACE-MAKING (PPM)
GRANT PILOT PROGRAM FUNDING**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is entered into this ____day of _____ 2020 by and between Forward Pinellas, in its role as the Pinellas Planning Council (PPC), and The City of St. Petersburg, a political subdivision of the State of Florida (hereinafter referred to as “CITY”), collectively referred to as the “Parties,” each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Forward Pinellas developed an incentive program to assist local governments in initiating planning projects that advance the goals and objectives of the Countywide Plan; and

WHEREAS, during a Countywide call for local governments to submit applications for grant funding for Planning and Place-Making projects, the CITY submitted an application to develop a Demonstration and Pilot Project Guide (as defined in Exhibit A), based on CITY-specific examples (“PROJECT”); and

WHEREAS, an evaluation committee comprised of members of the Planners Advisory Committee met to review each application and develop a recommendation for funding; and

WHEREAS, said evaluation committee recommended Forward Pinellas provide funding to the CITY for the PROJECT; and

WHEREAS, Forward Pinellas is authorized to provide funding to local governments for qualified projects; and

WHEREAS, Forward Pinellas has determined that the PROJECT is eligible for funding and adopted the evaluation committee’s recommendation to provide such funding for the PROJECT on March 11, 2020; and

WHEREAS, the CITY has stated that it is qualified to conduct the PROJECT with the assistance of Forward Pinellas funding support; and

WHEREAS, it is necessary for the Parties to reduce their mutual agreements to writing.

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

1. SCOPE OF SERVICES

- A. The CITY shall conduct the development of a Demonstration and Pilot Project Guide, the scope of which is outlined in Exhibit A (hereinafter referred to as the “PROJECT”).
- B. Funding provided by Forward Pinellas to the CITY shall not exceed the agreed-upon fifty thousand dollars (\$50,000.00), which will be paid to the CITY on a reimbursement basis as further outlined herein.

- C. In accordance with the requirements of 2 CFR 200, Section 287.55 F.S., Federal Brooks Act 23 CFR 172, and 23 USC 112, the CITY may utilize Forward Pinellas procured consultants to fulfill the scope of service requirements outlined in this section 1.

2. TERM

- A. This shall be a one-time project. The CITY shall begin the PROJECT work in a timely manner after receiving a Notice to Proceed from Forward Pinellas (“project kick-off”) and complete the PROJECT by July 30, 2021. PROJECT costs incurred after said date shall not be reimbursed by Forward Pinellas without mutual written agreement to extend the term.

3. BILLING AND COMPENSATION

- A. The CITY shall submit one invoice at the conclusion of the PROJECT. This invoice must include a transmittal letter signed by the CITY’S project manager as well as a copy of the final PROJECT and any other supporting documents that demonstrates completion of the scope of services. Incomplete invoice submittals and invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CITY for correction. All project documents shall be e-mailed to the attention of Forward Pinellas.
- B. Forward Pinellas shall have the right to monitor the PROJECT to ensure funding provided by this AGREEMENT is used for authorized purposes. Forward Pinellas may request additional information and evidence to support the invoice for reimbursement claimed by the CITY before Forward Pinellas processes the invoice for payment. Reimbursement will be provided only for authorized costs that can be documented as directly related to the PROJECT, as determined in Forward Pinellas’ sole discretion.
- C. Should the CITY collect any third-party payments for eligible activities referenced hereunder, such activities shall not be reimbursable by Forward Pinellas. Should the CITY collect any third-party payments for eligible activities, for which Forward Pinellas has already reimbursed the CITY, the CITY shall reimburse Forward Pinellas up to the total amount reimbursed by Forward Pinellas.
- D. In consideration of the satisfactory performance of the provisions of this AGREEMENT, Forward Pinellas shall reimburse the CITY an amount not to exceed \$50,000 for eligible expenses. Any costs of the PROJECT above and beyond this amount are the sole responsibility of the CITY.
- E. Forward Pinellas shall reimburse the CITY within 30 days of approval by the Forward Pinellas Board or its Executive Director.

4. RECORDS

The CITY will keep adequate records and supporting documentation applicable to this AGREEMENT including any deliverables related to the PROJECT. Said records and documentation will be retained by the CITY for a minimum of five (5) years from the end of the fiscal year to which it applies, or for the required retention period set forth in the State of Florida’s General Records Schedule, whichever is longer. Forward Pinellas and its authorized agent shall have the right to review, inspect, and copy all such records and documentation as often as it deems necessary during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours.

5. NOTICE

All notices required to be given by law or under this AGREEMENT shall be in writing and sent to the following addresses, unless the parties indicate otherwise in writing:

Forward Pinellas
Rodney Chatman
310 Court Street, 2nd Floor
Clearwater, Florida 33756
rschatman@forwardpinellas.org

Evan Mory
Director, Transportation & Parking
One 4th Street N.
St. Petersburg, FL 33701
Evan.mory@stpete.org

6. TERMINATION

All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the description contained in Exhibit A. Forward Pinellas' Executive Director shall decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the scope of services performed under this AGREEMENT.

a. Termination for Convenience The Parties may terminate this AGREEMENT, in whole or in part, at any time upon thirty day's (30) written notice to the other party. The CITY shall be reimbursed for eligible expenses, including AGREEMENT close-out costs, for work performed up to the time of termination. The CITY shall promptly submit its invoice to Forward Pinellas for costs incurred up to the effective date of termination, provided the CITY has not been previously reimbursed for such costs.

b. Termination for Cause If the CITY fails to perform in the manner called for in the AGREEMENT, Forward Pinellas may terminate this AGREEMENT for default. Termination shall be effective immediately after serving a notice of termination on the CITY setting forth the manner in which the CITY is in default. The CITY will only be reimbursed for the cost for services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is determined by Forward Pinellas that acts beyond the CITY'S control led to the breach or default, including but not limited to a strike, fire, or flood, Forward Pinellas may allow the CITY to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure Forward Pinellas in its sole discretion may, in the case of a termination for breach or default, allow the CITY an opportunity to cure the defect within 30 days of receiving a notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CITY fails to remedy to Forward Pinellas satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within thirty (30) days after receipt by the CITY of written notice from Forward Pinellas setting forth the nature of said breach or default, Forward Pinellas shall have the right to terminate the AGREEMENT without any further obligation of either party. Any such termination for default shall not in any way operate to preclude Forward Pinellas from also pursuing all available remedies against the CITY and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Forward Pinellas elects to waive its remedies for any breach by CITY of any covenant, term or condition of this AGREEMENT, such waiver by Forward Pinellas shall not limit Forward Pinellas' remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

7. RESPONSIBILITY

The CITY and Forward Pinellas shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment, and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the CITY or Forward Pinellas. Nothing herein shall be construed as consent by the CITY or Forward Pinellas to be sued by third parties in any matter arising out of this AGREEMENT.

8. NON-APPROPRIATION

In the event funds are not appropriated by or on behalf of Forward Pinellas or the CITY in any succeeding fiscal year for purposes described herein, thus preventing either party from performing its duties hereunder, this AGREEMENT shall terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense of either party.

9. SEVERABILITY

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

10. WAIVER

Waiver of one or more covenants or conditions of this AGREEMENT by Forward Pinellas shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Forward Pinellas to or of any act by the CITY requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the CITY.

11. ENTIRE AGREEMENT

This AGREEMENT represents the entire written agreement between the parties and supersedes all prior communications and proposals, whether electronic, oral, or written between the parties with respect to this

AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both Forward Pinellas and the CITY.

12. FILING OF AGREEMENT

Pursuant to Section 163.01, Florida Statutes, prior to its effectiveness, this AGREEMENT must be filed by Forward Pinellas with the Clerk of the Circuit Court in Pinellas County, Florida.

13. GOVERNING LAW AND AGREEMENT EXECUTION

The laws of the federal government and the State of Florida shall govern this AGREEMENT. Venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the last day and year written below.

PINELLAS PLANNING COUNCIL

Attest:

By:

Whit Blanton, FAICP
Forward Pinellas Executive Director

By:

Commissioner Dave Eggers
Forward Pinellas Chairman

Date
:

By:

Commissioner Janet Long
Forward Pinellas Secretary

Date:

Approved as to form:

By: Chelsea Hardy
Assistant County Attorney

CITY OF St. Petersburg,

Mayor

Date:

Approved as to form:

Attest:

City Attorney (designee) 00512234

City Clerk

EXHIBIT A

Demonstration and Pilot Project Guide Project Scope

The City of St. Petersburg will use the grant funding for the development of a Demonstration and Pilot Project Guide. The intent of the Demonstration and Pilot Project Guide is to provide a streamlined process and guidance to citizens, community groups and advocacy organizations seeking an active role in improving the streetscape and public realm within their neighborhood. Demonstration projects, which can have a life span from one day to five years, allow citizens the opportunity to reimagine how streets, the largest public space in our city and county, are designed and used. Pilot projects will be City-initiated quick-build or temporary projects. Demonstration and pilot projects can include but are not limited to parklets, curb extensions, painted intersections, bicycle facilities, chicanes, and traffic circles.

Specifically, development of the Demonstration and Pilot Project Guide will include a review of the processes and standards specific to the City of St. Petersburg to develop and outline a streamlined, clear, and timely process for Demonstration and Pilot Projects that align with City Engineering Design Standards and City Code requirements. This necessarily includes consultation with project partners and stakeholders, including but not limited to various City departments – Transportation and Parking Management; Community Services; Engineering and Capital Improvements; Planning and Development Services; Police; Fire Rescue; Stormwater, Pavement and Traffic Operations; Arts and Cultural Affairs; and Parks and Recreation. External partners and stakeholders will include but are not limited to Forward Pinellas; Council of Neighborhood Associations (CONA); St. Pete Bike Co-op and Bike/Walk Tampa Bay; and several of the City's business district associations. Others may be identified through the project development.

The development of the Guide will include a review of best practices for data collection, public involvement, participant safety, and design standards, and set forth a potential performance and evaluation metrics for Demonstration and Pilot Projects to be included in the Guide.

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 9, 2020

To: The Honorable Chair Ed Montanari, and Members of City Council

Subject: A resolution authorizing the Mayor or his designee to accept a planning and place-making (PPM) grant from Forward Pinellas at a maximum reimbursement amount of \$50,000 for the development of a Demonstration and Pilot Project Guide (“Grant”); approving an interlocal agreement between Forward Pinellas and the City of St. Petersburg, Florida setting forth the terms and conditions related to the grant funding (“agreement”); authorizing the Mayor or his designee to execute the Agreement and all other necessary documents to effectuate this transaction; approving a supplemental appropriation in the amount of \$50,000 from the increase in unappropriated balance of the Bicycle Pedestrian Safety Capital Improvements Fund (3004), resulting from these additional revenues, to the Demonstration and Pilot Project Guide Project (TBD); and providing an effective date.

Explanation: At its March 11, 2020 meeting, the Forward Pinellas Board approved the City of St. Petersburg’s (“City’s”) Planning and Placemaking (“PPM”) grant application for the creation of a Demonstration and Pilot Project Guide (“Guide”). Forward Pinellas provides the PPM grant funding as an incentive program to assist local governments in advancing the Planning and Urban Design Principles of the Countywide Plan. Accordingly, the City’s Guide project was selected to receive this funding through a competitive process after consideration by Forward Pinellas’ advisory committees earlier this year.

Using information within the City’s Complete Streets Policy and Complete Streets Implementation Plan, the Guide will be developed to provide a streamlined process and guidance to citizens, community groups, and advocacy organizations seeking an active role in affecting the streets in their neighborhood and districts. Demonstration projects, which can have a life span from one day to five years, allow citizens the opportunity to reimagine how streets, the largest public space in St. Petersburg, are designed and used. Pilot projects will be City-initiated quick-build or temporary projects to test concepts and improve safety in the short-term while permanent capital projects are programmed for the long-term improvements. Demonstration and Pilot projects can include, but are not limited to parklets, curb extensions, painted intersections, bicycle infrastructure, chicanes, and traffic circles. Many of these items are included as potential safety countermeasures in the Complete Streets Implementation Plan and have been requested by community members in the past and/or piloted by the City without a formalized framework.

Upon approval of the Interlocal Agreement between Forward Pinellas and the City, the City will work to enter into an agreement with a transportation engineering and planning consultant to perform the majority of the work that includes the development of a project visioning team across City departments and project stakeholders; review of similar initiatives in other cities; development of concepts for streamlining internal processes for community-led demonstration projects; identification of criteria associated with city-led pilot projects; metrics to measure the impact of demonstration and pilot projects; and publication of the final Guide document.

Recommendation: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a planning and place-making (PPM) grant from Forward Pinellas at a maximum reimbursement amount of \$50,000 for the development of a Demonstration and Pilot Project Guide (“Grant”); approving an interlocal agreement between Forward Pinellas and the City of St. Petersburg, Florida setting forth the terms and conditions related to the grant funding (“agreement”); authorizing the Mayor or his designee to execute the

Agreement and all other necessary documents to effectuate this transaction; approving a supplemental appropriation in the amount of \$50,000 from the increase in unappropriated balance of the Bicycle Pedestrian Safety Capital Improvements Fund (3004), resulting from these additional revenues, to the Demonstration and Pilot Project Guide Project (TBD); and providing an effective date.

Cost/Funding/Assessment Information: Revenues of up to \$50,000 are to be received from Forward Pinellas and deposited in the Bicycle Pedestrian Safety Capital Improvement Fund (3004). Funding will be available after approval of a supplemental appropriation in the amount of \$50,000, from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Capital Improvement Fund (3004), resulting from these additional revenues, to the Demonstration and Pilot Project Guide Project (TBD).

Attachments: Resolution
Interlocal Agreement with Forward Pinellas

Approvals:

Administration /s/ Evan Mory for Alan DeLisle Budget /s/ Lance Stanford

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A PLANNING AND PLACE-MAKING (PPM) GRANT FROM FORWARD PINELLAS AT A MAXIMUM REIMBURSEMENT AMOUNT OF \$50,000 FOR THE DEVELOPMENT OF A DEMONSTRATION AND PILOT PROJECT GUIDE (“GRANT”); APPROVING AN INTERLOCAL AGREEMENT BETWEEN FORWARD PINELLAS AND THE CITY OF ST. PETERSBURG, FLORIDA SETTING FORTH THE TERMS AND CONDITIONS RELATED TO THE GRANT FUNDING (“AGREEMENT”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$50,000 FROM THE INCREASE IN UNAPPROPRIATED BALANCE OF THE BICYCLE PEDESTRIAN SAFETY CAPITAL IMPROVEMENTS FUND (3004), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE DEMONSTRATION AND PILOT PROJECT GUIDE PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Forward Pinellas developed an incentive program to assist local governments in initiating planning projects that advance the goals and objectives of the Countywide Plan; and

WHEREAS, during a Countywide call for local governments to submit applications for grant funding for Planning and Place-Making projects, the CITY submitted an application to develop a Demonstration and Pilot Project Guide (“Project”); and

WHEREAS, the Project seeks to develop concepts in a guidance document that streamlines City processes for community-led Complete Streets Demonstration projects and City-initiated Complete Streets Pilot projects as contemplated in the adopted Complete Streets Implementation Plan; and

WHEREAS, the City has been selected by Forward Pinellas to receive funding for the Project at a maximum reimbursement amount of \$50,000 (Grant”) subject to the terms and conditions of the Agreement; and

WHEREAS, the total Project cost is not expected to exceed the amount of the Grant; and

WHEREAS, City Administration recommends approval of the Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a Planning and Place-making grant from Forward Pinellas at a maximum reimbursement amount of \$50,000 for the development of a Demonstration and Pilot Project Guide (“Grant”);

BE IT FURTHER RESOLVED that the agreement between Forward Pinellas and the City setting forth the terms and conditions related to the Grant funding (“Agreement”) is hereby approved;

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other necessary documents to effectuate this transaction;

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Capital Improvement Fund (3004) resulting from the acceptance of these additional revenues, the following supplemental appropriation for Fiscal Year 2020;

<u>Bicycle Pedestrian Safety Capital Improvement Fund (3004)</u>	
Demonstration and Pilot Project Guide (TBD)	\$50,000

This resolution shall become effective immediately upon its adoption.

LEGAL:




City Attorney (designee) 00515866

APPROVED BY:

/s/ Evan Mory for Alan DeLisle
Alan DeLisle, Administrator
City Development Administration

APPROVED BY:



Liz Makofske, Director
Budget and Management

APPROVED BY:

/s/ Evan Mory

Evan Mory, Director
Transportation & Parking Management

**INTERLOCAL AGREEMENT BETWEEN FORWARD PINELLAS
AND THE CITY OF ST. PETERSBURG, FLORIDA
FOR PLANNING AND PLACE-MAKING (PPM)
GRANT PILOT PROGRAM FUNDING**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is entered into this ____day of _____ 2020 by and between Forward Pinellas, in its role as the Pinellas Planning Council (PPC), and The City of St. Petersburg, a political subdivision of the State of Florida (hereinafter referred to as “CITY”), collectively referred to as the “Parties,” each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Forward Pinellas developed an incentive program to assist local governments in initiating planning projects that advance the goals and objectives of the Countywide Plan; and

WHEREAS, during a Countywide call for local governments to submit applications for grant funding for Planning and Place-Making projects, the CITY submitted an application to develop a Demonstration and Pilot Project Guide (as defined in Exhibit A), based on CITY-specific examples (“PROJECT”); and

WHEREAS, an evaluation committee comprised of members of the Planners Advisory Committee met to review each application and develop a recommendation for funding; and

WHEREAS, said evaluation committee recommended Forward Pinellas provide funding to the CITY for the PROJECT; and

WHEREAS, Forward Pinellas is authorized to provide funding to local governments for qualified projects; and

WHEREAS, Forward Pinellas has determined that the PROJECT is eligible for funding and adopted the evaluation committee’s recommendation to provide such funding for the PROJECT on March 11, 2020; and

WHEREAS, the CITY has stated that it is qualified to conduct the PROJECT with the assistance of Forward Pinellas funding support; and

WHEREAS, it is necessary for the Parties to reduce their mutual agreements to writing.

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

1. SCOPE OF SERVICES

- A. The CITY shall conduct the development of a Demonstration and Pilot Project Guide, the scope of which is outlined in Exhibit A (hereinafter referred to as the “PROJECT”).
- B. Funding provided by Forward Pinellas to the CITY shall not exceed the agreed-upon fifty thousand dollars (\$50,000.00), which will be paid to the CITY on a reimbursement basis as further outlined herein.

- C. In accordance with the requirements of 2 CFR 200, Section 287.55 F.S., Federal Brooks Act 23 CFR 172, and 23 USC 112, the CITY may utilize Forward Pinellas procured consultants to fulfill the scope of service requirements outlined in this section 1.

2. TERM

- A. This shall be a one-time project. The CITY shall begin the PROJECT work in a timely manner after receiving a Notice to Proceed from Forward Pinellas (“project kick-off”) and complete the PROJECT by July 30, 2021. PROJECT costs incurred after said date shall not be reimbursed by Forward Pinellas without mutual written agreement to extend the term.

3. BILLING AND COMPENSATION

- A. The CITY shall submit one invoice at the conclusion of the PROJECT. This invoice must include a transmittal letter signed by the CITY’S project manager as well as a copy of the final PROJECT and any other supporting documents that demonstrates completion of the scope of services. Incomplete invoice submittals and invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CITY for correction. All project documents shall be e-mailed to the attention of Forward Pinellas.
- B. Forward Pinellas shall have the right to monitor the PROJECT to ensure funding provided by this AGREEMENT is used for authorized purposes. Forward Pinellas may request additional information and evidence to support the invoice for reimbursement claimed by the CITY before Forward Pinellas processes the invoice for payment. Reimbursement will be provided only for authorized costs that can be documented as directly related to the PROJECT, as determined in Forward Pinellas’ sole discretion.
- C. Should the CITY collect any third-party payments for eligible activities referenced hereunder, such activities shall not be reimbursable by Forward Pinellas. Should the CITY collect any third-party payments for eligible activities, for which Forward Pinellas has already reimbursed the CITY, the CITY shall reimburse Forward Pinellas up to the total amount reimbursed by Forward Pinellas.
- D. In consideration of the satisfactory performance of the provisions of this AGREEMENT, Forward Pinellas shall reimburse the CITY an amount not to exceed \$50,000 for eligible expenses. Any costs of the PROJECT above and beyond this amount are the sole responsibility of the CITY.
- E. Forward Pinellas shall reimburse the CITY within 30 days of approval by the Forward Pinellas Board or its Executive Director.

4. RECORDS

The CITY will keep adequate records and supporting documentation applicable to this AGREEMENT including any deliverables related to the PROJECT. Said records and documentation will be retained by the CITY for a minimum of five (5) years from the end of the fiscal year to which it applies, or for the required retention period set forth in the State of Florida’s General Records Schedule, whichever is longer. Forward Pinellas and its authorized agent shall have the right to review, inspect, and copy all such records and documentation as often as it deems necessary during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours.

5. NOTICE

All notices required to be given by law or under this AGREEMENT shall be in writing and sent to the following addresses, unless the parties indicate otherwise in writing:

Forward Pinellas
Rodney Chatman
310 Court Street, 2nd Floor
Clearwater, Florida 33756
rschatman@forwardpinellas.org

Evan Mory
Director, Transportation & Parking
One 4th Street N.
St. Petersburg, FL 33701
Evan.mory@stpete.org

6. TERMINATION

All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the description contained in Exhibit A. Forward Pinellas' Executive Director shall decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the scope of services performed under this AGREEMENT.

a. Termination for Convenience The Parties may terminate this AGREEMENT, in whole or in part, at any time upon thirty day's (30) written notice to the other party. The CITY shall be reimbursed for eligible expenses, including AGREEMENT close-out costs, for work performed up to the time of termination. The CITY shall promptly submit its invoice to Forward Pinellas for costs incurred up to the effective date of termination, provided the CITY has not been previously reimbursed for such costs.

b. Termination for Cause If the CITY fails to perform in the manner called for in the AGREEMENT, Forward Pinellas may terminate this AGREEMENT for default. Termination shall be effective immediately after serving a notice of termination on the CITY setting forth the manner in which the CITY is in default. The CITY will only be reimbursed for the cost for services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is determined by Forward Pinellas that acts beyond the CITY'S control led to the breach or default, including but not limited to a strike, fire, or flood, Forward Pinellas may allow the CITY to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure Forward Pinellas in its sole discretion may, in the case of a termination for breach or default, allow the CITY an opportunity to cure the defect within 30 days of receiving a notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CITY fails to remedy to Forward Pinellas satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within thirty (30) days after receipt by the CITY of written notice from Forward Pinellas setting forth the nature of said breach or default, Forward Pinellas shall have the right to terminate the AGREEMENT without any further obligation of either party. Any such termination for default shall not in any way operate to preclude Forward Pinellas from also pursuing all available remedies against the CITY and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Forward Pinellas elects to waive its remedies for any breach by CITY of any covenant, term or condition of this AGREEMENT, such waiver by Forward Pinellas shall not limit Forward Pinellas' remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

7. RESPONSIBILITY

The CITY and Forward Pinellas shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment, and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the CITY or Forward Pinellas. Nothing herein shall be construed as consent by the CITY or Forward Pinellas to be sued by third parties in any matter arising out of this AGREEMENT.

8. NON-APPROPRIATION

In the event funds are not appropriated by or on behalf of Forward Pinellas or the CITY in any succeeding fiscal year for purposes described herein, thus preventing either party from performing its duties hereunder, this AGREEMENT shall terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense of either party.

9. SEVERABILITY

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

10. WAIVER

Waiver of one or more covenants or conditions of this AGREEMENT by Forward Pinellas shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Forward Pinellas to or of any act by the CITY requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the CITY.

11. ENTIRE AGREEMENT

This AGREEMENT represents the entire written agreement between the parties and supersedes all prior communications and proposals, whether electronic, oral, or written between the parties with respect to this

AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both Forward Pinellas and the CITY.

12. FILING OF AGREEMENT

Pursuant to Section 163.01, Florida Statutes, prior to its effectiveness, this AGREEMENT must be filed by Forward Pinellas with the Clerk of the Circuit Court in Pinellas County, Florida.

13. GOVERNING LAW AND AGREEMENT EXECUTION

The laws of the federal government and the State of Florida shall govern this AGREEMENT. Venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the last day and year written below.

PINELLAS PLANNING COUNCIL

Attest:

By:

Whit Blanton, FAICP
Forward Pinellas Executive Director

By:

Commissioner Dave Eggers
Forward Pinellas Chairman

Date
:

By:

Commissioner Janet Long
Forward Pinellas Secretary

Date:

Approved as to form:

By: Chelsea Hardy
Assistant County Attorney

CITY OF St. Petersburg,

Mayor

Date:

Approved as to form:

Attest:

City Attorney (designee) 00512234

City Clerk

EXHIBIT A

Demonstration and Pilot Project Guide Project Scope

The City of St. Petersburg will use the grant funding for the development of a Demonstration and Pilot Project Guide. The intent of the Demonstration and Pilot Project Guide is to provide a streamlined process and guidance to citizens, community groups and advocacy organizations seeking an active role in improving the streetscape and public realm within their neighborhood. Demonstration projects, which can have a life span from one day to five years, allow citizens the opportunity to reimagine how streets, the largest public space in our city and county, are designed and used. Pilot projects will be City-initiated quick-build or temporary projects. Demonstration and pilot projects can include but are not limited to parklets, curb extensions, painted intersections, bicycle facilities, chicanes, and traffic circles.

Specifically, development of the Demonstration and Pilot Project Guide will include a review of the processes and standards specific to the City of St. Petersburg to develop and outline a streamlined, clear, and timely process for Demonstration and Pilot Projects that align with City Engineering Design Standards and City Code requirements. This necessarily includes consultation with project partners and stakeholders, including but not limited to various City departments – Transportation and Parking Management; Community Services; Engineering and Capital Improvements; Planning and Development Services; Police; Fire Rescue; Stormwater, Pavement and Traffic Operations; Arts and Cultural Affairs; and Parks and Recreation. External partners and stakeholders will include but are not limited to Forward Pinellas; Council of Neighborhood Associations (CONA); St. Pete Bike Co-op and Bike/Walk Tampa Bay; and several of the City's business district associations. Others may be identified through the project development.

The development of the Guide will include a review of best practices for data collection, public involvement, participant safety, and design standards, and set forth a potential performance and evaluation metrics for Demonstration and Pilot Projects to be included in the Guide.