

**AGREEMENT FOR COMPLETE STREETS FUNDING
BETWEEN FORWARD PINELLAS AND THE CITY OF ST. PETERSBURG**

THIS AGREEMENT (AGREEMENT) is entered into the 14th day of February 2020 between **FORWARD PINELLAS**, in its role as the Pinellas County Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC), and the City of St. Petersburg (hereinafter referred to as "CITY"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Forward Pinellas developed an incentive program to assist local governments in planning, designing and constructing "Complete Streets" projects that entail roadway redesign to provide better access, safety, and mobility for all users, with emphasis on projects that serve as an economic catalyst within corridors or activity centers; and

WHEREAS, during a countywide call for local governments to submit applications for funding for Complete Streets projects, the CITY submitted an application for 18th Avenue South Complete Streets Concept Planning Study (PROJECT); and

WHEREAS, a Forward Pinellas subcommittee comprised of members of the Technical Coordinating Committee and the Planners Advisory Committee met to review each application and recommended funding this PROJECT; and

WHEREAS, the Technical Coordinating Committee and Citizens Advisory Committee recommended that Forward Pinellas fund the PROJECT; and

WHEREAS, the Forward Pinellas Board adopted the recommendation to provide such funding for the PROJECT at its March 13, 2019 meeting; and

WHEREAS, the CITY has stated that it is qualified and able to develop this concept plan 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 develop a Complete Streets Concept Plan for 18th Avenue South, the scope of which will include the outline and deliverables included in the CITY's Application for Concept Planning Grant, which is attached hereto and incorporated herein as Exhibit A (SCOPE OF SERVICES).

- B. Funding provided by Forward Pinellas to the CITY shall not exceed the agreed-upon fifty thousand dollars (\$50,000), which will be paid to the CITY on a reimbursement basis as further outlined herein.

In accordance with the requirements of 2 CFR 200, Section 287.055 F.S., Federal Brooks Act 23 C.F.R. 172 and 23 U.S.C. 112, CITY may utilize Forward Pinellas procured consultants to fulfill the SCOPE OF SERVICES requirements as outlined herein.

2. TERM

This shall be a one-time project. The term shall commence upon CITY receiving a Notice to Proceed from the assigned Forward Pinellas project manager ("project kick-off"), which shall be given no later than 30 days from the date this AGREEMENT is executed by both Parties, and shall terminate on June 30, 2020, or upon completion of the PROJECT, whichever occurs first, unless this AGREEMENT is earlier terminated as provided for herein. The CITY agrees to commence work in a timely manner after receiving a Notice to Proceed. Forward Pinellas acknowledges and agrees that the CITY may complete the PROJECT after June 30, 2020; however, the CITY shall not be entitled to receive any funds under this Agreement after June 30, 2020.

Forward Pinellas shall be responsible for filing this AGREEMENT with the Clerk of the Circuit Court of Pinellas County and this AGREEMENT shall be effective on the date of such filing.

3. BILLING AND COMPENSATION

- A. The CITY shall submit electronic invoices to the attention of the Forward Pinellas project manager. Invoices shall be submitted not less than quarterly. All invoices must include a progress report showing the actual tasks performed and their relationship to the SCOPE OF SERVICES and the fee claimed. Invoices shall include a table showing the percentage complete by task and the total budget amount. Each invoice must include a transmittal letter signed by the CITY'S project manager stating that the submittal package is complete, and all pertinent calculations and details have been checked for accuracy and completion. 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.
- B. Forward Pinellas shall have the right to monitor the CITY to ensure funding provided by this AGREEMENT is used for authorized purposes. Forward Pinellas may request additional information and evidence to support any and all invoices for fees claimed to be earned by the CITY before Forward Pinellas processes the invoices for payment. Reimbursement will be provided only for authorized costs that can be documented as directly related to the PROJECT.
- C. Should the CITY collect any third-party payments for eligible activities for which Forward Pinellas has reimbursed the CITY, the CITY shall reimburse Forward Pinellas the total amount reimbursed by Forward Pinellas.

- D. In consideration of the satisfactory performance of the provisions of this Agreement, Forward Pinellas shall compensate the CITY on a reimbursement basis an amount not to exceed fifty thousand dollars (\$50,000). Any costs of the PROJECT above and beyond this amount are the sole responsibility of the CITY.
- E. Upon Forward Pinellas approval of submitted invoices following its Internal Control Structure Policy Manual, Forward Pinellas shall make payments, as invoiced, to the CITY within 30 days of approval.
- F. Final billing and settlement shall be completed by both Parties within 90 days after the PROJECT is finished.

4. PROCUREMENT

The CITY shall use a Forward Pinellas General Planning Consultant to perform the SCOPE OF SERVICES for the PROJECT. The CITY may apply for an exemption from Forward Pinellas for use of another consultant for the PROJECT.

5. FUNDING CLAUSE

The source of funds available for the PROJECT may require approval by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and/or Florida Department of Transportation (FDOT). Forward Pinellas will seek such required approval before submitting a Notice to Proceed to the CITY. In the event that FHWA, FTA and/or FDOT does not authorize the use of funds contemplated hereunder, this AGREEMENT shall be null and void and neither party shall be liable or have any obligation to perform hereunder.

6. RECORDS

The CITY will keep adequate records and supporting documentation applicable to this contractual matter including any deliverables related to the PROJECT. Said records and documentation will be retained by the CITY consistent with 49 C.F.R. Section 19.53 retention requirements or Chapter 119, F.S., 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.

7. 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
Chelsea Favero
310 Court Street, 2nd Floor
Clearwater, Florida 33756
CFavero@forwardpinellas.org

St. Petersburg
Cheryl Stacks
One 4th Street N.
St. Petersburg, FL 33701
Cheryl.stacks@stpete.org

8. TERMINATION

All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of 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 under this AGREEMENT.

a. Termination for Convenience Forward Pinellas may terminate this AGREEMENT, in whole or in part, at any time upon thirty day's (30) written notice to the CITY. The CITY shall be paid its costs, including AGREEMENT close-out costs, and profit on 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 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 effected by serving a notice of termination on the CITY setting forth the manner in which the CITY is in default. The CITY will only be paid the AGREEMENT price for services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is later determined by Forward Pinellas that acts beyond the CITY'S control led to the breach or default, including but not limited to an Act of God, strike, fire, or flood, Forward Pinellas, after setting up a new delivery of performance schedule, may allow the CITY to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure In the event of termination for breach or default, Forward Pinellas shall 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.

9. FEDERAL CLAUSE REQUIREMENTS

To the extent applicable and permitted by law, the CITY shall abide by the following federally required clauses if any portion of the SCOPE OF SERVICES is performed by the CITY, and shall ensure that the following federally required clauses are included in each contract between the CITY and any consultant used by the CITY to perform the SCOPE OF SERVICES if such contract is financed (in whole or in part) with funds provided to the CITY by Forward Pinellas under this AGREEMENT:

- a) Fly America Requirements
- b) Civil Rights Requirements
- c) Disadvantaged Business Enterprise (DBE)
- d) Energy Conservation Requirements
- e) Clean Water Requirements
- f) Clean Air
- g) Recycled Products
- h) Lobbying
- i) Program Fraud and False or Fraudulent Statements and Related Acts
- j) Government-Wide Debarment and Suspension
- k) Incorporation of Federal Transit Administration (FTA) Terms
- l) Access to Records
- m) Federal Changes
- n) Patent and Rights in Data

- a. **Fly America Requirements** - The consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

b. Civil Rights Requirements

i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332:

The consultant shall not discriminate on the basis of race, age, creed, disability, marital or family status, color, national origin, religion, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy, as the City deems appropriate.

Each subcontract the consultant signs in regards to this agreement must include the assurance in this paragraph (see 49 CFR 26.13(b)). The consultant agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), FHWA, or FDOT may issue. In addition to the above assurance, the consultant shall not discriminate on the basis of sexual orientation, in accordance with Pinellas County Code Chapter 70 as amended. In connection with this agreement, the consultant will complete and submit Exhibit B "Title VI/Nondiscrimination Policy Statement", in accordance with its instructions.

ii. Equal Employment Opportunity -

(1). Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the agreement. The consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, the consultant agrees to comply with any implementing requirements FTA, FHWA, or FDOT may issue.

(2). Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 through 634 and Federal transit law at 49 U.S.C. 5332, the consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(3). Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(4). Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the consultant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001. The MPO's LEP Plan is available on the Forward Pinellas website.

(5). Environmental Justice – The consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(6). Other Nondiscrimination Laws – The consultant agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- c. **Disadvantaged Business Enterprise** – This agreement is subject to the requirements of Title 49, C.F.R. Part 26, *Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance*

Programs. The MPO's overall goal for DBE participation is applicable to this agreement. This requirement reflects the availability of willing and able DBEs who are registered with the State of Florida who would be expected to participate in MPO and consultant contracts absent the effects of discrimination.

The consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted agreement. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City deems appropriate.

The consultant is required to pay its subcontractors performing work related to this agreement for satisfactory performance of that work no later than 30 days after the consultant's receipt of payment for that work from the City. In addition, the consultant may not hold retainage from its subcontractors

The consultant must promptly notify the City, whenever a DBE performing work related to this agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE to perform at least the same amount of work. The consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City and Forward Pinellas.

Information on Forward Pinellas' DBE Program requirements is available on the Forward Pinellas website.

More information on the State of Florida DBE Program, including an application and available DBE bidders list may be found at:
http://www.dot.state.fl.us/equalopportunityoffice/New_Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf.

d. Energy Conservation - The consultant agrees, to the extent applicable, to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

e. Clean Water – The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The consultant agrees to report each violation to the City and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

f. Clean Air - The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The consultant agrees to report each violation to the City and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

g. Recycled Products – Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

h. Lobbying – Clause and specific language therein are mandated by 49 C.F.R. Part 19.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." The consultant agrees that no Federal appropriated funds have been paid or will be paid by or on the behalf of the consultant, to any person for influencing or attempting to influence any officer or any employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the consultant will complete and submit Exhibit C Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The consultant shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly, pursuant to Exhibit F (Certification Regarding Lobbying).

i. Program Fraud and False or Fraudulent Statements and Related Acts - The consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this agreement . Upon execution of the underlying agreement, the consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this agreement is being performed. In addition to other penalties that may be applicable, the consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the consultant to the extent the Federal Government deems appropriate.

The consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the consultant, to the extent the Federal Government deems appropriate.

The consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

j. Government-Wide Debarment and Suspension - This agreement is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the consultant is required to verify that none of the consultant, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The consultant is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this agreement, the consultant certifies as follows: The consultant agrees to comply, and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The consultant agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The consultant agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and will review the "Excluded Parties Listing System" at the following Internet address: <http://epls.arnet.gov> before entering into any third party or subagreement.

k. Incorporation of Federal Transit Administration (FTA) Terms – The provisions of this agreement include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the agreement provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

l. Access to Records - Upon request, the consultant agrees to permit the City, the Secretary of Transportation; Forward Pinellas; the Comptroller General of the United States; and, if appropriate, their authorized representatives, to inspect all agreement work, materials, payrolls, and other data, and to audit the books, records, and accounts of the consultant and third party contractors pertaining to the agreement as required by 49 U.S.C. 5325(g).

m. Federal Changes – The consultant shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (which may be accessed at this web address: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/131596/fta-master-agreement-fy-2019.pdf>) as they may be amended or promulgated from time to time during the term of this agreement. The consultant's failure to so comply shall constitute a material breach of this agreement.

n. Patent and Rights Data-

i. Rights in Data – The following requirements apply to each agreement involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the

agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to agreement administration.

The following restrictions apply to all subject data first produced in the performance of the agreement:

a. Except for its own internal use, the consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any agreement with an academic institution.

b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that agreement, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the consultant using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the consultant performing experimental, developmental, or research work required by the underlying agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that agreement, or a copy of the subject data first produced under the agreement

for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying agreement, is not completed for any reason whatsoever, all data developed under that agreement shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that agreement. The consultant shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying agreement is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the consultant identifies that data in writing at the time of delivery of the work.

g. Unless FTA determines otherwise, the consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ii. Patent Rights – The following requirements apply to each agreement involving experimental, developmental, or research work:

a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the consultant agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

c. The consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

10. 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.

11. No Obligation by the Federal Government to Third Parties – Forward Pinellas and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to Forward Pinellas, CITY, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA or Forward Pinellas. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. Breaches and Dispute Resolution – All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A. Forward Pinellas' Executive Director shall decide all initial questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the SCOPE OF SERVICES. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CITY mails or otherwise furnishes a written appeal to the Forward Pinellas Executive Director.

i. Appeals – After properly submitting an appeal in accordance with the provisions herein, the CITY shall be afforded an opportunity to be heard by the Executive Director and to offer evidence in support of its position.

ii. Performance During Dispute - Unless otherwise directed by Forward Pinellas, the CITY shall continue performance under this AGREEMENT while matters in dispute are being resolved.

iii. Claims for Damages - Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

iv. Rights and Remedies - The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law to either party. No action or failure to act by Forward Pinellas or CITY shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

13. 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.

14. 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.

15. 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.

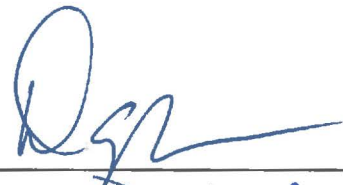
16. GOVERNING LAW AND VENUE

The laws of the federal government and the State of Florida shall govern this AGREEMENT, and venue shall be in Pinellas County, Florida.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

PINELLAS PLANNING COUNCIL AND PINELLAS METROPOLITAN PLANNING ORGANIZATION

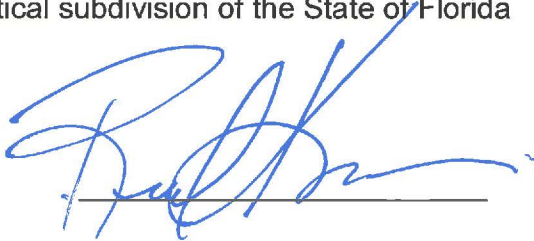
Forward Pinellas:
By: 
Whit Blanton, FAICP
Executive Director

By: 
Vice Chair Darden Rice
Date: 7-10-19

Approved as to form:


By: Chelsea Hardy
Assistant County Attorney

CITY OF St. Petersburg,
A municipal corporation and
political subdivision of the State of Florida



Mayor

Date: 2/14/2020

Approved as to form:



City Attorney (designee)
00457540

Attest:



City Clerk
Chan Srinivasa



Exhibit A. Scope of Services



December 14, 2018

Ms. Chelsea Favero, AICP
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Subject: City of St. Petersburg's Application for Forward Pinellas Complete Streets Program

Dear Ms. Favero,

The City of St Petersburg is pleased to submit the attached 18th Avenue South Complete Streets Concept Planning Study application for consideration with the Forward Pinellas Complete Streets Program. The proposed study will implement one of the top priorities identified in the City's Complete Streets Implementation Plan, expected to be adopted in spring 2019. The Concept Planning effort will identify a specific suite of safety and operational improvements to improve the environment for non-motorized transportation options thereby improving public health and quality of life.

Furthermore, it will develop improvements to further the goals established South St. Petersburg Community Redevelopment Area (CRA) Plan related to the revitalization of commercial corridors which are intended to grow existing businesses and attract new ones, while also providing access to jobs for residents within the CRA.

Thank you for the opportunity to apply for funding that will allow the City of St. Petersburg to meet the transportation safety and economic development needs of our city's residents. We look forward to the support of Forward Pinellas for this much-desired study to make 18th Avenue South in South St. Petersburg a Complete Street.

Sincerely,

Evan Mory, Director
Transportation & Parking Management



City of St. Petersburg
Transportation & Parking Management Department
P.O. Box 2842
St. Petersburg, FL 33731-2842
O: 727-892-5328

18th Avenue South Complete Streets Concept Planning Study

Forward Pinellas Complete Streets Program
Concept Planning Project Application
December 14, 2018

Name: Cheryl N. Stacks, P.E., AICP, Transportation Manager
Postal Address: One 4th Street North, 8th Floor, St. Petersburg, FL 33701
Email Address: Cheryl.Stacks@stpete.org
Phone: 727-892-5328

The primary objective of this Concept Plan is to identify a suite of safety and operational improvements that will improve the environment for non-motorized transportation options by moderating motor vehicle speeds while also maintaining travel time reliability. Working within the constraints of existing right of way, the Concept plan may also consider the application of corridor-level modifications such as road diets and revised intersection configurations.

The importance of this roadway to serve multiple user types, and the need for this effort to improve transportation in the area, is emphasized by the City's Complete Streets Policy. A citywide Complete Streets Implementation Plan is under development and has included extensive public involvement. The corridor identified in this application was repeatedly identified by the public as needing immediate attention. Correspondingly, that forthcoming plan identifies the effort proposed in this application amongst the City's highest priorities for implementation.

St. Petersburg's characteristic street grid breaks down north and south of 18th Avenue South. The result is that all roadway users, including people walking, biking, driving, and taking transit, must travel along 18th Avenue South at some point for non-local east/west trips. In the current configuration, 18th Avenue S in the study area is characterized by low traffic congestion resulting in high motor vehicle speeds. The speeding traffic presents difficulty for pedestrians to cross and no comfortable or continuous routes for bicyclists. With the added consideration of low motor vehicle ownership rates and high poverty, residents are essentially cut off from using the most economical means of transportation.

The data collection and analysis completed as a basis for the Concept plan will include multimodal traffic counts, analysis, and speed study. The resulting recommendations may include modifications or enhancements such as: signal cycle lengths and coordination, signal phasing and amenities for non-motorized users, and traffic calming. An additional factor to be considered will be pedestrian comfort including sidewalk widths, crossing locations and distances, overhanging vegetation, driveway conflicts, and the buffer provided between the pathway and the curb. A key element of the network

connectivity analysis will be the identification of needed access pathways or stop amenities for PSTA bus stops.

Specific information requested in Call for Applications follows:

1. Describe in detail the existing conditions of the project location, including the following, as applicable:

a. Sidewalks along the corridor (e.g., gaps exist on both sides of the corridor, 100% coverage on both sides of the corridor, sidewalks along one side of corridor, etc.);

Sidewalks are generally provided along both sides of 18th Avenue South within the study area. However, several areas of continuous driveways and informal parking configurations result in regular vehicle encroachment and obstructions. The sidewalks are generally minimum widths. Most of the corridor has a grass buffer between the curb and sidewalk, though some of them are very narrow and not wide enough to support trees.

b. Bicycle facilities along the corridor (e.g., bike lanes, adjacent multiuse trail, etc.);

There are currently no continuous dedicated bicycling facilities.

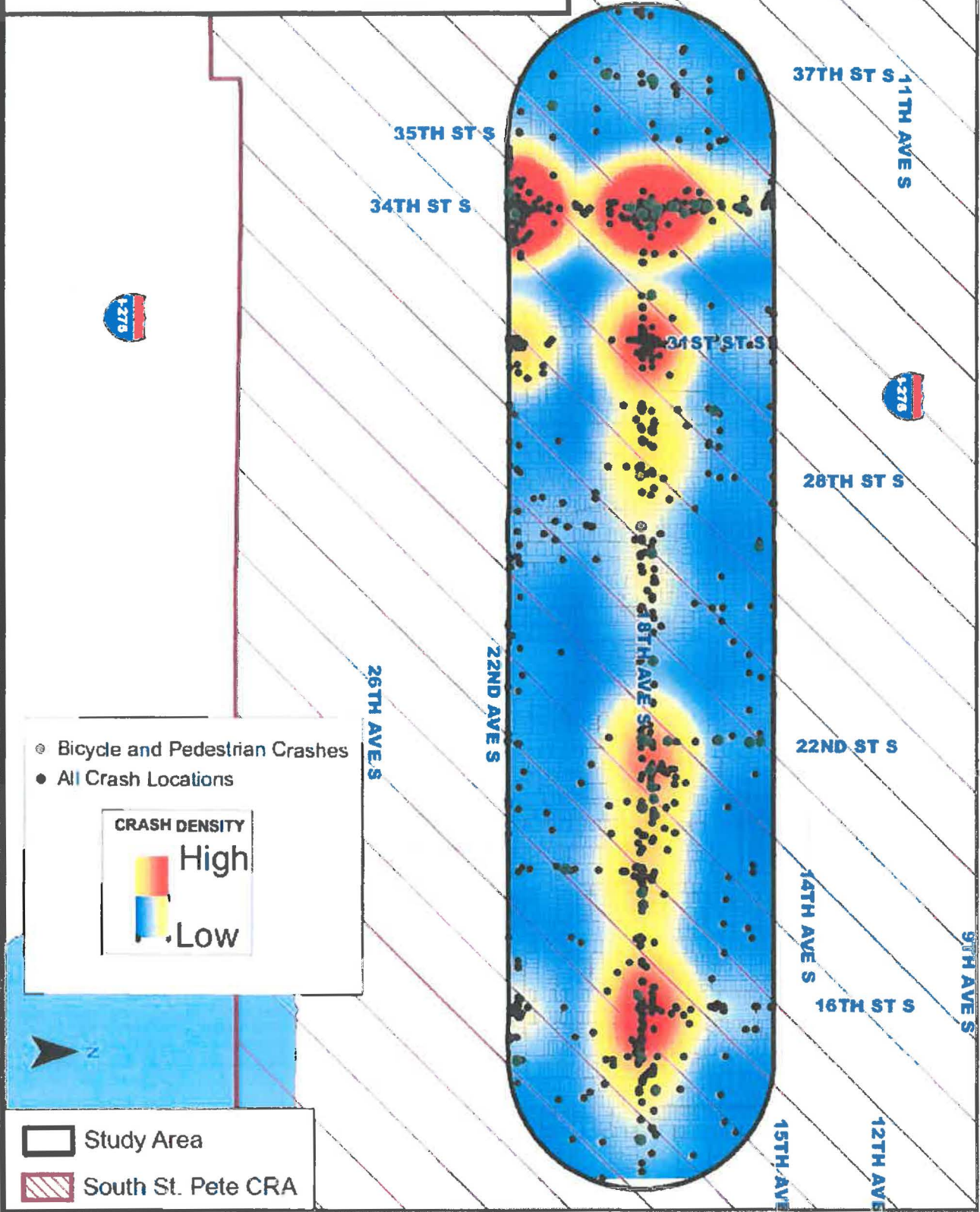
c. Sidewalks and/or bicycle facilities along an intersecting roadway segment that truncate at the project limits;

Bike lanes are present on sections of the north-south collectors such as 22nd Street and 31st Street. However, the existing bike lanes are minimally-sized and often dropped at intersections in lieu of turn lanes. To the north of the study area, there are bike lanes on the parallel 15th Avenue S. To the west, there are bike lanes on 37th Street.

d. Documented safety concerns along the corridor (e.g. high crash rate, high number of crashes involving vulnerable users, etc.);

A primary goal of the Concept Plan is to address the safety concerns for all users, with a focus on achieving lower motor vehicle travel speeds that will reduce the frequency and severity of crashes. The project includes specific review of the intersection configurations and functions, which are the where many crashes are clustered on the corridor. Crash data for the corridor is shown below.

Study Area Traffic Crashes (2014-2016)



- Bicycle and Pedestrian Crashes
- All Crash Locations



- Study Area
- South St. Pete CRA

e. Existing and proposed transit service along the corridor, including frequency of service;

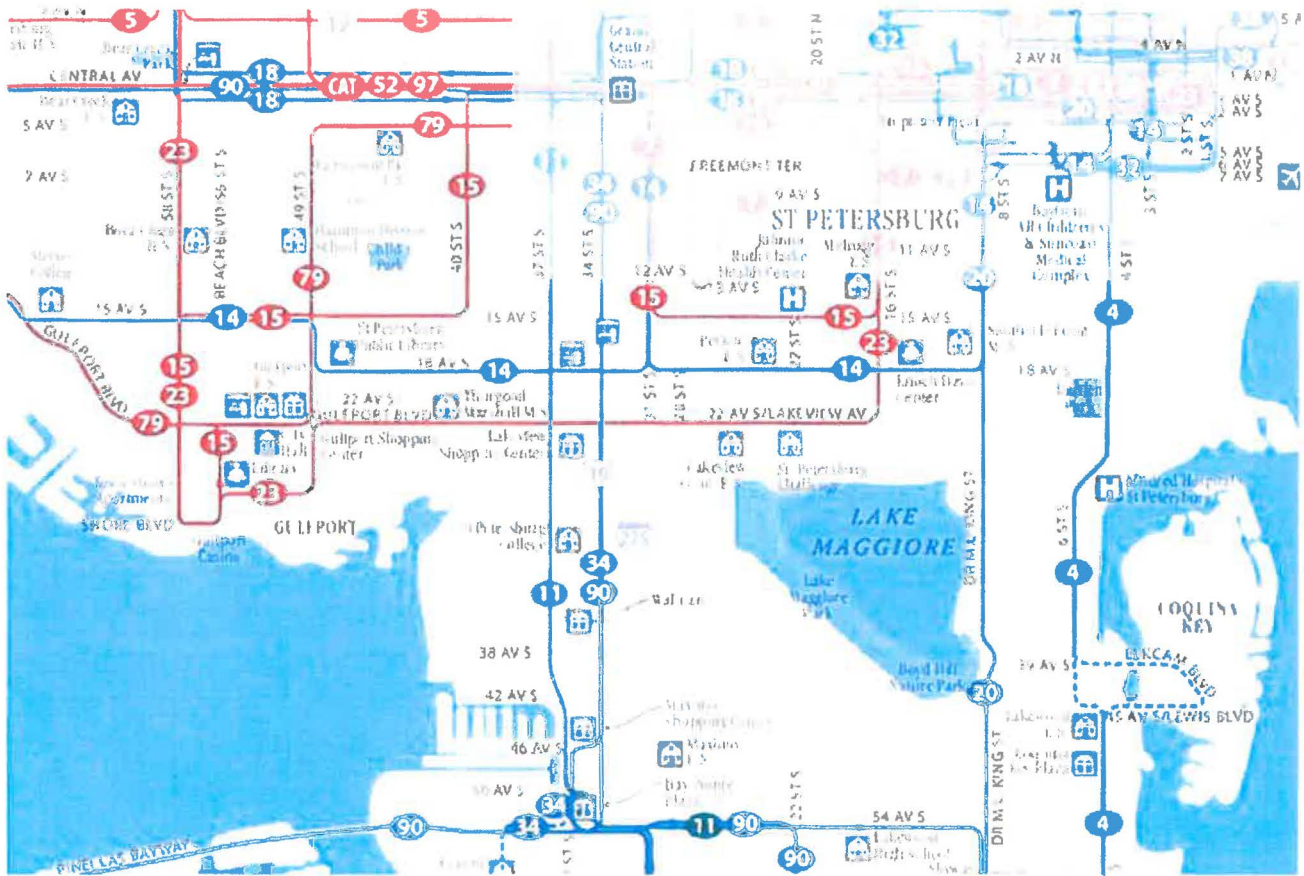
Multiple transit routes operated by the Pinellas Suncoast Transit Authority (PSTA) traverse the study area. A map of the PSTA routes is shown on the next page. Route 14 travels with 30-minute headways along 18th Avenue S between 49th Street and Dr. M.L. King Jr. Street with a diversion north to the Grand Central Station along 31st Street, ultimately connecting Pasadena to downtown St. Petersburg.

Notably, the study area crosses 34th Street, a designated multimodal corridor from the Forward Pinellas Transit-Oriented Land Use Vision Map. Route 34 (15-30 minute headways) is among the highest frequency and ridership of the entire PSTA system, carrying 964,092 passengers in FY 17 making it the fourth most productive route in the PSTA system. Route 90 provides limited morning and late afternoon commuter service from the Pinellas Bayway and Pasadena Avenue to Grand Central Station along 34th Street.

Route 23 (30-minute headways) travels along 22nd Avenue S from 49th Street to 16th Street, where it then continues north into downtown St. Petersburg. Route 14 was the tenth most productive route in the PSTA system in FY 2017, carrying 412,852 passengers.

Route 15 travels along 15th Avenue S immediately north of the study area with 60-minute headways between 31st Street and 16th Street, but is required to detour back north to Grand Central Station to get across I-275 before returning to 15th Avenue S to the west. The combined ridership for the three east-west routes (Routes 15, 14 and 23) that travel along 15th, 18th and 22nd Avenues South was 727,915 passengers in FY 2017, which indicates the high level of demand for east-west transit service in this corridor. This transit use and demand results in an associated high level of pedestrian traffic.

Route 20 connects Pinellas Point to downtown St. Petersburg with 60-minute headways, crossing the study area via Dr. M.L. King Jr. Street before continuing on to the Tyrone area.



f. Access/connections to Activity Center(s) or Multimodal Corridor(s), as designated on the PPC Transit Oriented Vision Map;

18th Avenue S is designated as a Secondary Corridor and also a Special Corridor. Most of the study area is covered by a Special Activity Center on the Transit-Oriented Vision Map. The east-west connectivity that 18th Avenue S provides is a critical link connecting between the primary multimodal corridors of 4th Street to the east and 34th Street to the west. Further, 34th Street to the west is one of three countywide Forward Pinellas SPOTlight Emphasis Areas focused on a “Vision for US 19”. Dr. M.L. King Jr. Street, 16th Street, and 22nd Street are north-south cross streets through the study area that are also designated as special multimodal corridors ready for redevelopment.

The Transit-Oriented Vision Map section covering the study area is excerpted on the next page, reflecting the above description. Since a large section of the study area is covered by the downtown St. Petersburg special center designation, Forward Pinellas staff provided the map that shows the underlying multimodal corridors.

(see link: http://forwardpinellas.org/wp-content/uploads/2016/06/Vision_Map_21000_scale.pdf)

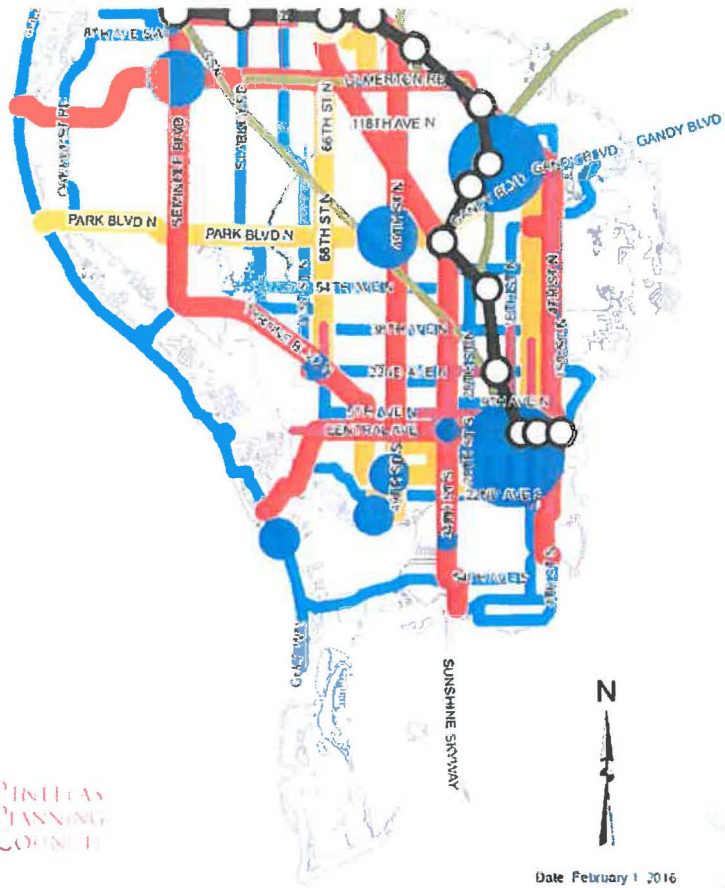
Legend

Activity Centers

- Special Centers
- Major Centers
- Community Centers
- Neighborhood Centers
- Transit Station Centers

Multimodal Corridors

- Special Corridors
- Primary Corridors
- Secondary Corridors
- Supporting Corridors
- Regional Corridors



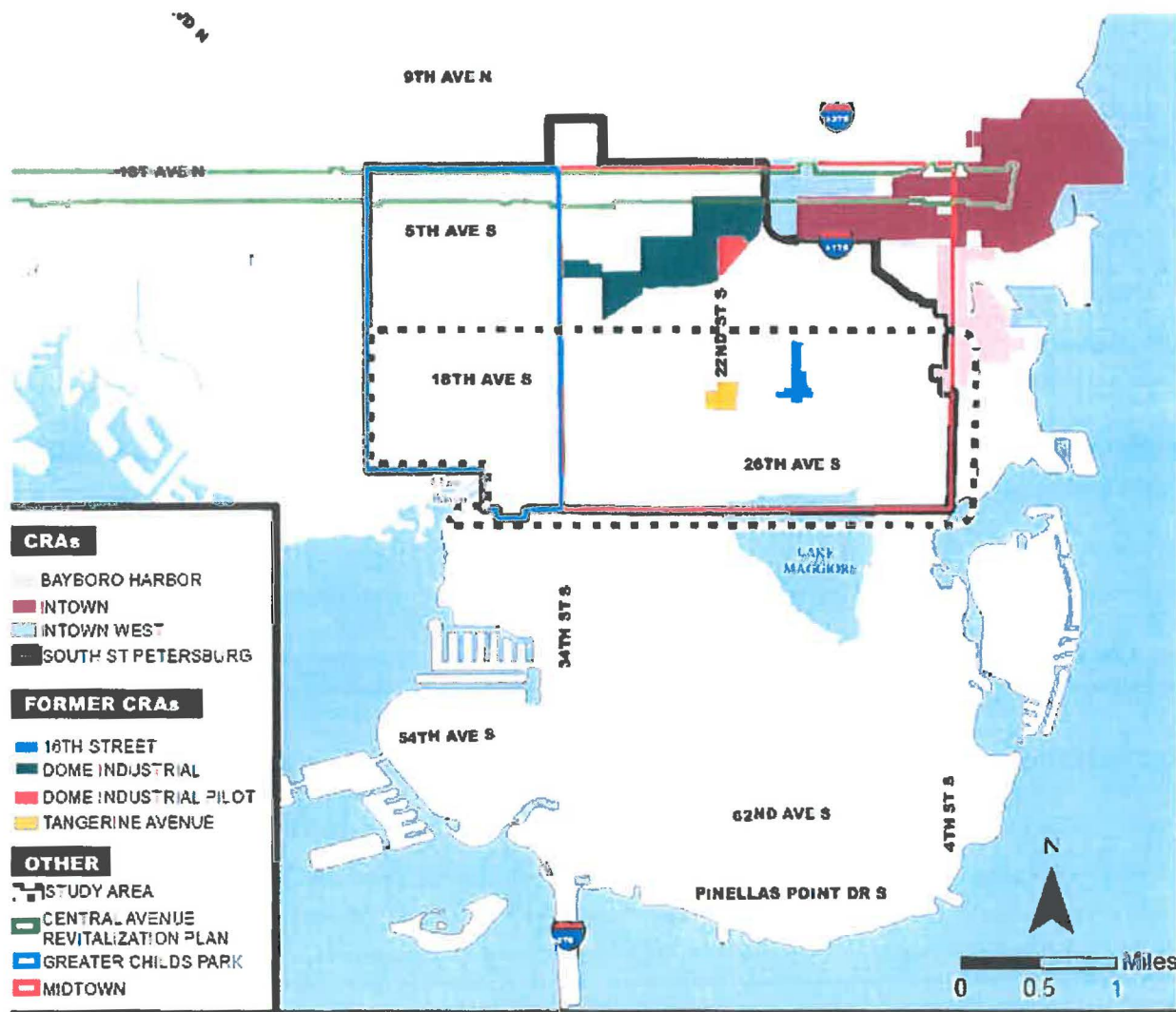
Date February 1 2016

Vision Map Corridors for Downtown St. Petersburg Area



g. Is the project within an adopted Community Revitalization Area (CRA)?;

This Concept Plan study area, 18th Avenue South from 35th Street to 14th Street, is located within the South St. Petersburg Community Redevelopment Area, and seeks to further the community goals established in the CRA Redevelopment Plan (see map below). The effort directly builds upon the work done under several past redevelopment areas and plans within this study area including: 16th Street South Revitalization Plan (1983), Tangerine Avenue (2003), Midtown Strategic Planning Initiative (2002), and the Greater Childs Park Strategic Planning Initiative (2007). It also is influenced by work completed for the surrounding areas including: Dome Industrial Park (2007) and the many neighborhood plans.



Locator Map

h. Describe how this project fits into an economic development or redevelopment strategy or plan, if applicable;

The economic success of south St. Petersburg is a top City priority, as demonstrated through multiple Community Redevelopment Area plans, joint development efforts to create a neighborhood grocery store, and the recent Warehouse Arts District and Deuces Live Joint Action Plan. The neighborhoods surrounding 18th Avenue S have low rates of motor vehicle ownership and high rates of transit use. Reconfiguring the street to better serve how the residents get around can improve the safety and increase the desirability of the corridor as a destination for neighborhood-serving retail and other businesses.

Shown below is the now-vacant grocery store property.



i. Does the project corridor have street lighting? Will the project add/enhance street lighting along the corridor?; and

Yes, the project study area has street lighting. However, this Concept plan will review the existing lights to identify locations that need to be repaired or have the current lighting enhanced. In particular, the Concept plan will look at pedestrian scaled lighting that would be supportive of streetscape enhancements to be considered for 18th Avenue S. It will also specifically address lighting for identified crossing locations as well as the I-275 underpass.

2. Provide a cost estimate and documentation of the local match being provided by the applicant.

A detailed scope of the Concept Plan has not been developed, but given experience with similar efforts it is anticipated that the cost to develop the plan will be approximately \$100,000. The City requests that \$100,000 of study costs be covered by the Forward Pinellas Complete Streets Program. Any additional study costs and the costs to implement the resulting recommendations are anticipated to be borne by local funds that include the City of St. Petersburg's Complete Streets FY18 appropriation (Multimodal Impact Fee funds).

3. Describe how the project will serve multiple travel modes, including walking, bicycling and transit use.

This project will be a catalyst for transformative change. That change starts with the environment presented when people step outside their homes and businesses. The needs of motorists are already well-served in the study area. To that end, this Concept plan specifically seeks to identify improvements and amenities that make walking, bicycling, and accessing bus stops equally safe, comfortable, and convenient options.

The Concept plan will consider the application of corridor-level modifications such as road diets and intersection configurations and traffic control where signals may not be necessary for traffic or desirable for non-motorized roadway users. An additional factor to be considered will be pedestrian comfort including sidewalk widths, crossing locations and distances, overhanging vegetation, driveway conflicts, and the buffer provided between the pathway and the curb. A key element of the network connectivity analysis will be the identification of needed access pathways or stop amenities for PSTA bus stops.

With the goal of readily-actionable improvements, the Concept plan will focus on identifying and prioritizing infrastructure within the existing right of way. Improvements that would require right of way may be identified in the Concept plan, but will need additional study outside the limits of this project.

4. Describe the local planning requirements that make the area surrounding the project corridor supportive of multimodal transportation improvements. For example, does the local land use plan encourage mixed use development? Does the local land development code require buildings to be located adjacent to the ROW line or enable reduced surface parking? Does the local plan facilitate connectivity of local road, bicycle and/or pedestrian networks? Please refer to the Planning and Urban Design Principles in the Forward Pinellas Countywide Plan for more examples of desired local planning requirements;

St. Petersburg is defined by the established urban grid of streets, which provides multiple route and mode options for getting around. This specific study area already features many of the urban form elements identified in the planning and urban design principles as enumerated in Land Use Component Goal 16 of The Countywide Plan Strategies (2015). Specifically, this Concept Plan will identify Connectivity and Public Realm Enhancements for the study area. This

effort builds upon the existing CRA Redevelopment Plan efforts, and identifies actions to remedy the study area's transportation network shortcomings and encourage transformative change towards the goals clearly defined for the CRA.

5. It is expected that these projects will move forward for implementation/construction. Provide a project schedule to highlight the anticipated timeline for completion of the concept planning project. Please include a proposed timeline for the design and ultimate implementation/construction of the project.

The anticipated initiation of this Concept Planning effort is summer 2019, which coincides with the anticipated adoption of the Complete Streets Implementation Plan in spring 2019. Approximately 6 months will be required for completion of envisioned Concept Plan scope as defined in this application.

Following completion of the Concept Plan by early-2020, the remaining timeline for completion includes 6-8 months for final design. The effort proposed in this application is being included as a Phase Two implementation element in the City's forthcoming Complete Streets Implementation Plan, which would target construction within 2-5 years. A detailed timeframe for construction will be developed upon completion of the Concept Plan and identification of construction funding availability.

6. What percentage of parcels along the corridor are vacant?

16.7% of parcels within ¼-mile of the corridor are vacant. 10.7 acres out of 63.9 acres total.

7. Describe how the parcels along the corridor are underdeveloped or underutilized and would benefit from complete streets treatments.

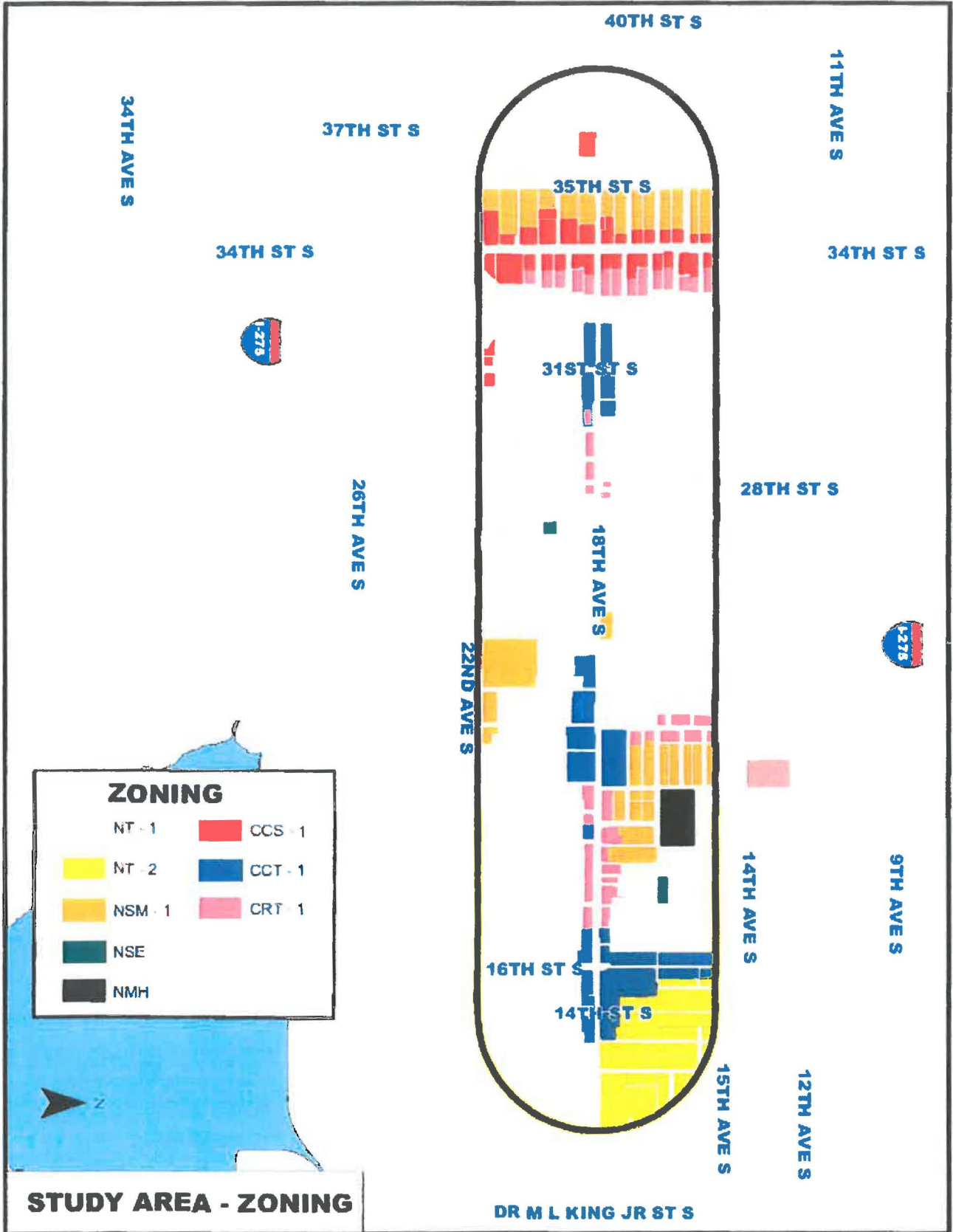
The neighborhoods surrounding 18th Avenue S have low rates of motor vehicle ownership and high rates of transit use. Reconfiguring the street to better serve how the residents get around can improve the safety and increase the desirability of the corridor as a destination for neighborhood-serving retail and other businesses.

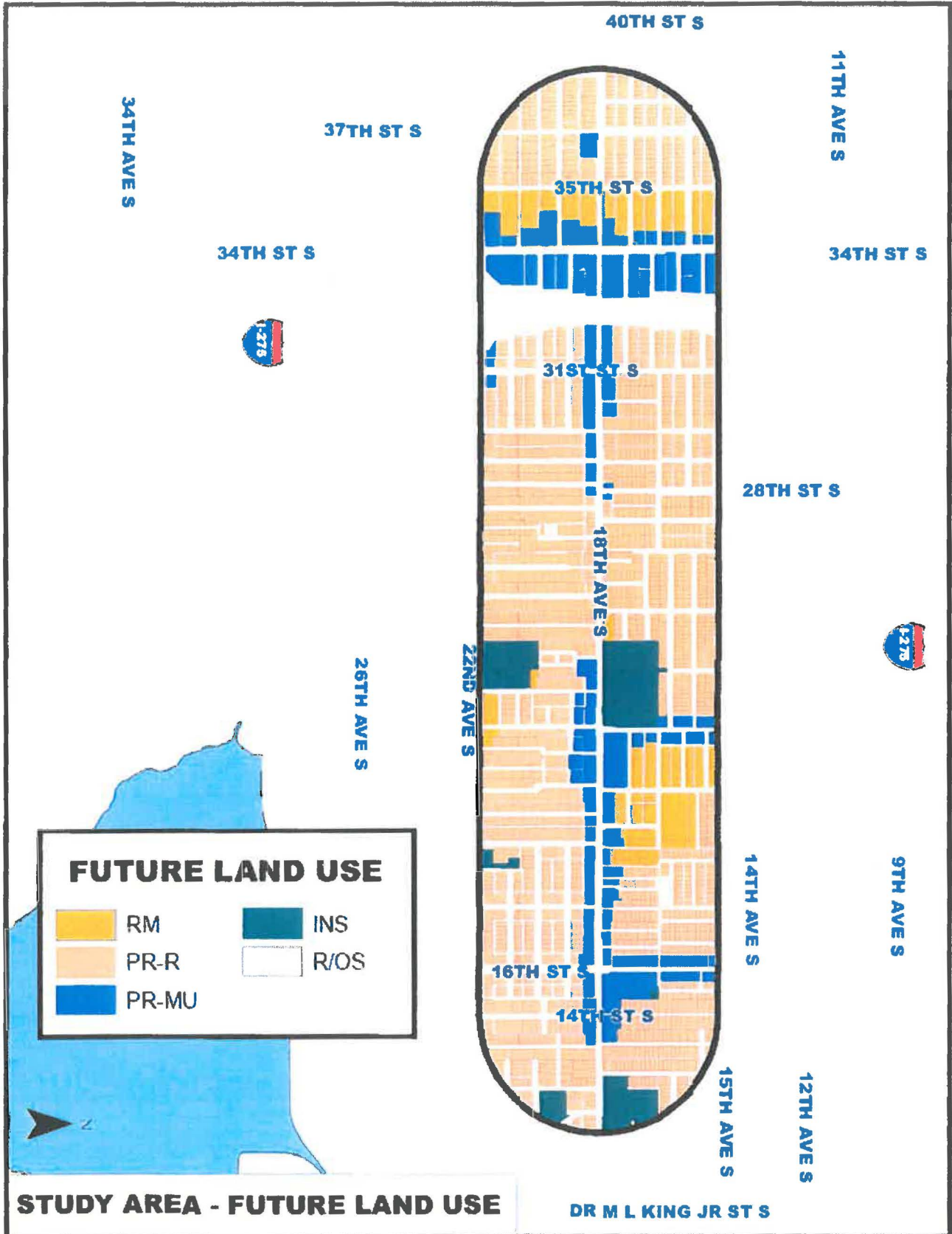
18th Avenue South is a collector roadway that is maintained by the City. The section from 34th Street to 16th Street is four lanes undivided and has a speed limit of 35 mph. Much of the corridor is zoned commercial with a future land use designation of Planned Redevelopment Mixed-Use. The commercial properties fronting on 18th Avenue S are surrounded by residential uses. The corridor features many neighborhood-serving businesses and has a great opportunity for transformation.

8. Provide the percentages of each existing land use category that is within ¼ mile of the centerline of the roadway included in this application.

<u>LAND USE</u>	<u>ACRES</u>	<u>PERCENT</u>
Churches	5.44	8.51
Clubs/Lodges Halls	0.63	0.98
Community Shopping	3.60	5.64
Drive-In Rest	0.26	0.41
Financial Inst	1.44	2.25
Miscellaneous	0.09	0.14
Mixed Use	0.36	0.56
Mortuary/Cemetery	0.28	0.44
Multi-Fam <10 Units	1.11	1.73
Multi-Fam 10+ Units	1.38	2.16
Off Bldg 1 Story	4.42	6.92
Open Storage	0.35	0.54
Public Schools	13.87	21.70
Restaurants/Cafe	0.14	0.22
Rights-Of-Way	0.04	0.06
Single Family	9.79	15.32
Stores, 1 Story	9.32	14.57
Vac Institutional	0.30	0.47
Vacant	4.02	6.29
Vacant Commercial	6.13	9.59
Vacant Industrial	0.25	0.39
Vehicle Sl/Serv/Rent	0.33	0.51
Warehouse Stor/Dist	0.39	0.60
TOTAL	63.91	100.00

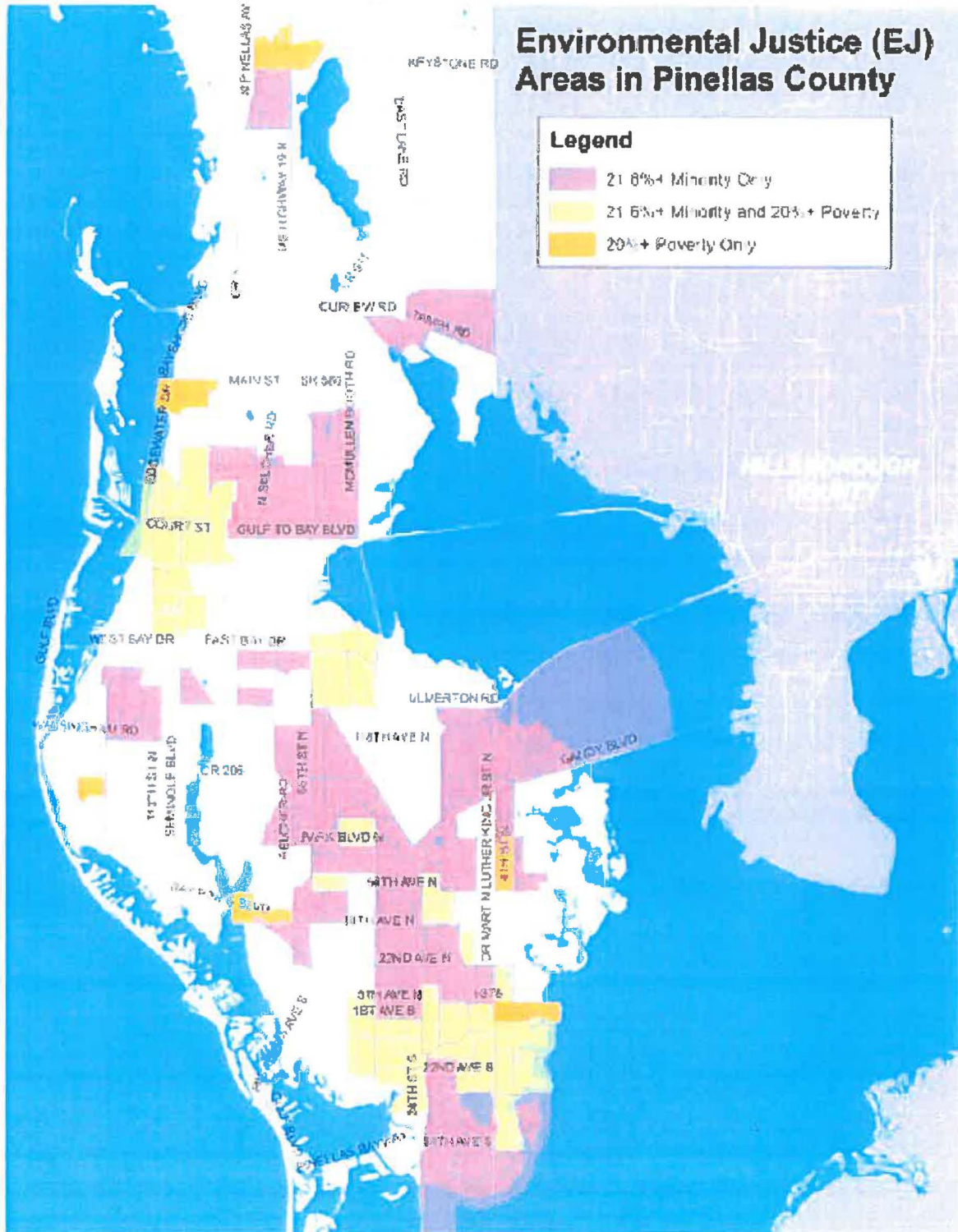
The current zoning and future land use categories for the study area are shown on the following pages.





9. Is the project located in an area designated by Forward Pinellas as an environmental justice area? For minority, low income or both?

The entire study area is comprised of both minority and poverty Environmental Justice areas, as noted in the below extracted image from page 4-52 of the 2040 Pinellas LRTP.



<http://forwardpinellas.org/wp-content/uploads/2016/11/2040-LRTP.pdf>

10. Describe how the transportation disadvantaged (persons with disabilities, children, the elderly and low income) populations will be served by the improvements proposed.

Transportation Disadvantaged will benefit from the project in multiple ways. Improved lighting will increase the safety of the area and can reduce crashes between motor vehicle drivers and vulnerable roadway users. Connected bicycle infrastructure will make utilizing a bicycle as a means of transportation more appealing and comfortable for riders of all ages and abilities. All of the proposed pedestrian improvements also benefit transit riders, since transit riders typically walk to and from bus stops and a primary aim of the project is to slow motor vehicle speeds and create a better pedestrian environment.

11. Would you be willing/able to accept a lower grant allocation than the amount you requested? If yes, what is the minimum allocation you would need for the project?

This is the third time the City has applied for funding to address the critical needs along this corridor. This application has addressed all previous feedback received for the past applications, which is reflected in an application focused solely on the 18th Avenue S corridor and by focusing specifically on making improvements to the corridor that would improve safety and support the economic development of the corridor. A lower allocation would introduce further delays as other funding sources would need to be identified to advance the project.

A detailed project scope and associated consultant fee has not yet been developed. The City is committed to covering any additional associated costs should the Concept Planning effort cost more than the requested amount.

18th Avenue South Complete Streets Study
Forward Pinellas Complete Streets Program
Concept Planning Project Application

Support for Application – Included as Attachments

1. St. Petersburg City Council Resolution 2018-624
(The attached Council material and resolution indicates unanimous approval at the meeting on December 13, 2018. As a sign of the strong support, the item was moved off the Consent Agenda and heard separately as a Good News item, which means it also received a dedicated vote of unanimous approval)
2. City of St. Petersburg Complete Streets Committee
3. South St. Petersburg CRA Citizens Advisory Committee
4. Pinellas County Urban League Young Professionals
5. AARP Florida

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B December 13, 2018

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

- 2018-619 1. Approving the renewal of a blanket purchase agreement with Tyler Technologies, Inc., formerly Socrata, Inc., a sole source supplier, for software maintenance for the Department of Technology Services, at an estimated annual cost of \$119,941, for a total contract amount of \$262,293.
- 2018-620 2. Accepting a proposal from BLM Technologies of Florida LLC, dba EvolvTec, for computer hardware maintenance and repair, for the Department of Technology Services, at an estimated annual cost of \$40,000, for a total contract amount of \$120,000.
3. ~~Approving a job order to New Vista Builders Group, LLC, to partially renovate the interior of the James Weldon Johnson Community Library (JWJCL). Work is being coordinated by City Engineering & Capital Improvements for the St. Petersburg Library System, at a total contract amount of \$64,903.~~ [MOVED TO REPORTS AS ITEM F-5]

(City Development)

- 2018-621 4. Authorizing the Mayor, or his designee, to execute a Fifth Amendment to the City of St. Petersburg's September 27, 2007 Lease Agreement with Harborage Marina, L.L.C. ("Lease") in accordance with the voter-approved conditions of Ordinance 336 H, including expansion of the leased premises to allow for a new dock and other improvements and extension of the Lease term to a date no more than 30 years following execution of the amendment (expected November 30, 2048). Requires affirmative vote of at least six (6) members of City Council.
- 2018-622 5. Authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Robert A. Diaz and Christine Harlan, for an annual fee of \$50.00, to fence a portion of a City-owned property located in Safety Harbor for the City's 36-Inch Water Transmission Main.
- 2018-623 6. Authorizing the Mayor, or his designee, to execute a three (3) year License Agreement between the City of St. Petersburg and the Salvador Dali Museum, Inc. for use of fifty (50) non-exclusive vehicular parking spaces to accommodate employee parking within the Albert Whitted Airport overflow parking area for a use fee of \$1,406.89 per month. Requires affirmative vote of at least six (6) members of City Council.
- 2018-624 7. A Resolution expressing support for the Complete Streets projects submitted on behalf of the City of St. Petersburg to Forward Pinellas for funding consideration within the Forward Pinellas Complete Streets Program; and providing an effective date. [Moved for good news]

A motion was moved and approved by Councilmember Montanari with a second by Councilmember Gerdes. Roll Call. Ayes. Driscoll. Gerdes. Wheeler-Bowman. Montanari. Kornell. Rice. Foster. Gabbard. Naves. None. Absent. None.

Resolution No. ____

A RESOLUTION EXPRESSING SUPPORT FOR THE COMPLETE STREETS PROJECTS SUBMITTED ON BEHALF OF THE CITY OF ST. PETERSBURG TO FORWARD PINELLAS FOR FUNDING CONSIDERATION WITHIN THE FORWARD PINELLAS COMPLETE STREETS PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is working to implement a Complete Streets Program where streets are designed and operated to promote safety and accessibility for all users of the transportation network, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and people of all ages and physical and economic abilities; and

WHEREAS, this City Council has previously stated an intent that all appropriate sources of funding, including city, county, state and federal sources, be drawn upon to implement the City's Complete Streets Program; and

WHEREAS, Pinellas County's Land Use and Transportation planning agency, Forward Pinellas, has developed a Complete Streets Program that is intended to support local governments by "creating an incentive program to encourage the implementation of Complete Streets projects that help to reinforce desired land use and redevelopment activities that meet criteria identified in the adopted Countywide Land Use Plan"; and

WHEREAS, Forward Pinellas has recently issued a Call for Applications to solicit projects for funding consideration in two categories, which are Concept Planning and Construction; and

WHEREAS, the City has identified two outstanding candidate projects in each category within the Forward Pinellas Complete Streets Program that meet or exceed the minimum application criteria, and represent the City's best opportunities to be awarded funds from the Forward Pinellas Complete Streets Program; and

WHEREAS, the candidate project in the Concept Planning category is the 18th Avenue South Complete Streets project which is intended to review the 18th Avenue South corridor within the city limits, considering the various adjacent land uses, and develop a specific plan and preliminary design that best

accommodates all roadway users to further the community goals established in the CRA Redevelopment Plan; and

WHEREAS, the candidate project in the Construction category is the 22nd Street South Complete Streets project which advances the highest-priority project from the Warehouse Arts District Deuces Live Joint Action Plan, and includes streetscape improvements and roadway improvements along 22nd Street from 5th Avenue S to 11th Avenue S that will allow the existing bicycle lanes to be widened to a consistent width for the full length of the corridor; and

WHEREAS, these projects have been endorsed by the City's Complete Streets Committee and relevant local community groups to move forward as the City's candidate projects for the Forward Pinellas Complete Streets Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg that this Council hereby affirms its support of the Complete Streets project submitted on behalf of the City of St. Petersburg to Forward Pinellas for funding consideration within the Forward Pinellas Complete Streets Program.

This resolution shall become effective immediately upon its adoption.

LEGAL:



00415035

DEPARTMENT:





MEMORANDUM

To: Forward Pinellas Board Members

From: Cheryl N. Stacks, P.E., PTOE, AICP *CNS*
St. Petersburg Complete Streets Committee Chairperson

Date: November 14, 2018

Subject: Support for the two Complete Streets projects submitted on behalf of the City of St. Petersburg to Forward Pinellas for consideration within the Forward Pinellas Complete Streets Program

At its meeting on November 13, 2018, the City of St. Petersburg's Complete Streets Committee voted unanimously to indicate support for the City of St. Petersburg's two applications for funding within the Forward Pinellas Complete Streets Program; our committee member that represents the Forward Pinellas staff recused himself from the vote.

The Committee is excited by the opportunities presented in these two candidate projects that align well with the City's forthcoming Complete Streets Implementation Plan. The City's Concept Planning and Design Application is the 18th Avenue South Corridor Study which will review the 18th Avenue South corridor from west of 34th Street to east of 16th Street, completing community engagement and detailed traffic analysis to develop safety and operational improvements to further the goals of the established CRA Redevelopment Plan and determine specific improvements outlined in the draft Complete Streets Implementation Plan. The City's Construction Application is the 22nd Street South Corridor Improvements which will implement road way and streetscape improvements along 22nd Street South from 5th Avenue South to 11th Avenue South, that closes existing gaps in the bike lanes and allows the existing bicycle lanes to be widened to a consistent width for the full length of the corridor. The roadway and streetscape improvements are derived from the nearly final Warehouse Arts District Deuces Live Joint Action Plan and the Complete Streets Implementation Plan. Both projects further the goals of the established CRA Redevelopment Plan related to the revitalization of commercial corridors which are intended to grow existing businesses and attract new ones, while also providing access to jobs for residents within the CRA.

With support from the Forward Pinellas Board, these candidate projects will be catalysts for redevelopment. By providing South St. Petersburg residents with Complete Streets, our residents will have greater transportation options for work, school, medical and shopping trips that are essential to the economy growth and to socioeconomic mobility that is a desired outcome of the South St. Petersburg Community Redevelopment Plan. We look forward to the support of Forward Pinellas for these much-desired projects in South St. Petersburg.



SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA
CITIZEN ADVISORY COMMITTEE
ECONOMIC DEVELOPMENT DIVISION

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731 2842

December 4, 2017

Ms. Chelsea Favero, AICP
Planning Manager
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Subject: Support by the South St. Petersburg Citizen Advisory Committee for the City of St. Petersburg's Complete Streets Concept Planning Project Application

Dear Ms. Favero,

On behalf of South St. Petersburg Community Redevelopment Area (CRA) Citizen's Advisory Committee, I would like to indicate our strong support for the City of St. Petersburg's Complete Streets Concept Planning Project Application. The proposed Concept Planning Project will review the 18th Avenue South corridor from west of 34th Street to east of 16th Street, completing community engagement and detailed traffic analysis to develop improvements to further the goals of the established CRA Redevelopment Plan related to the revitalization of commercial corridors which are intended to grow existing businesses and attract new ones, while also providing access to jobs for residents within the CRA.

With support from the Forward Pinellas Board, this Concept Planning Project will delve deeper into the identified study area within the South St. Petersburg CRA, providing preliminary design elements with specificity that can be advanced into a capital program for implementation. By providing South St. Petersburg residents with Complete Streets, our residents will have greater transportation options for work, school, medical and shopping trips that are essential to the economy growth and to socioeconomic mobility that is a desired outcome of the South St. Petersburg Community Redevelopment Plan. We look forward to the support of Forward Pinellas for this much-desired project in South St. Petersburg.

Sincerely,

Dr. Ricardo Davis, Chair
South St. Petersburg Citizen Advisory Committee



Pinellas County Urban League, Inc.

Building for Equal Opportunity

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December 4, 2018

Ms. Chelsea Favero, AICP
Planning Manager
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Dear Ms. Favero:

On behalf of the Pinellas County Urban League's Young Professionals, I would like to indicate our strong support for the City of St. Petersburg's Complete Streets Concept Planning Project Application. The proposed Concept Planning Project will review the 18th Avenue South corridor from west of 34th Street to east of 16th Street, completing community engagement and detailed traffic analysis to develop improvements to further the goals of the established CRA Redevelopment Plan related to the revitalization of commercial corridors which are intended to grow existing businesses and attract new ones, while also providing access to jobs for residents and that diversity and inclusion of Americans is part of the plan within the CRA.

As a community service organization, our focus areas are: **Economic and Financial Empowerment, Education, Affordable Housing and Health Initiatives.** On an annual basis, over 27,762 residents in Hillsborough and Pinellas Counties receive services in the areas of youth education, crime prevention, employment, health services, weatherization and home energy assistance. Our focus is help *Empower Communities and Change Lives.*

With support from the Forward Pinellas Board, this Concept Planning Project will delve deeper into the identified study area within the South St. Petersburg CRA, providing preliminary design elements with specificity that can be advanced into a capital program for implementation. By providing South St. Petersburg residents with Complete Streets, our residents will have greater transportation options for work, school, medical and shopping trips that are essential to the economy growth and to socioeconomic mobility that is a desired outcome of the South St. Petersburg Community Redevelopment Plan. We look forward to the support of Forward Pinellas for this much-desired project in South St. Petersburg.

Should you have any questions or require additional information, please feel free to contact me at 727.327.3568 or via email at whaynes@pcul.org.

Sincerely,

Rev. Watson L. Haynes, II
President and Chief Executive Officer

WHL:lza

333 – 31st Street North
St. Petersburg, FL 33713

Phone: (727) 327-2081
Fax: (727) 321-8349

Website: www.pcul.org
E-Mail: info@pcul.org

SUPPORTED BY:



AFFILIATED WITH THE NATIONAL URBAN LEAGUE, INC.



360 Central Avenue, Suite 1750 | St. Petersburg, FL 33701
1-866-595-7678 | Fax: 727-561-9570 | TTY: 1-877-434-7598
aarp.org/fl | flaarp@aarp.org | twitter: @AARPFL
facebook.com/aarpfl

**Ms. Chelsea Favero, AICP
Planning Manager
Forward Pinellas
310 Court Street
Clearwater, FL 33756**

Subject: Support for the City of St. Petersburg's Complete Streets Concept Planning and Construction Application - South St. Petersburg

Dear Ms. Favero,

As a non-profit, non-partisan social welfare membership organization, AARP enhances the quality of life for all as we age. One way that AARP is driving social changes is by working with communities to adopt an "age-friendly" mindset to make their city a great place for people of all ages. In 2016, the City of St. Petersburg was designated as a member of the World Health Organization/AARP Age Friendly Network of Communities.

Part of that effort is to address transportation needs, which includes work such as complete streets. If this application is approved, we look forward to collaborating with the City of St. Petersburg on their Complete Streets concept planning and streetscape improvements in South St. Petersburg.

By providing South St. Petersburg residents with a network of Complete Streets, it enables greater transportation options. Walkable and bikeable communities allow residents to access work, medical needs, parks, and shopping. All of these are essential to our economy and to residents' well-being.

As AARP's Florida state office, we welcome every effort by any of Florida's cities to become more age-friendly and support the City of St. Petersburg's Complete Streets Concept Planning and Construction Application. We believe that these complete streets projects will help residents of all ages and abilities to better engage with their community.

Sincerely,

**Jeff Johnson
State Director
AARP Florida**

Exhibit B. Title VI/Non-Discrimination Policy Statement

The consultant assures the Florida Department of Transportation, Forward Pinellas and the City that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 (collectively referred to as the "Acts") be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The consultant further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the consultant's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the consultant's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendix A* of this Exhibit B in every contract subject to the Acts and associated regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination. Complaints against the consultant shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the consultant.

Dated _____

By _____

Print Name:

Title _____

Appendix C. Title VI/Non-Discrimination Policy Statement

The Consultant assures the Florida Department of Transportation, Forward Pinellas and the City that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 (collectively referred to as the "Acts") be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Consultant further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Consultant's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Consultant's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Exhibit A* of this Appendix C in every contract subject to the Acts and associated regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination. Complaints against the Consultant shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Consultant.

Dated 2/4/20

By Jennifer E Hunt

Print Name: Jennifer E Hunt

Title Vice President

TITLE VI APPENDIX A of EXHIBIT B

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1.) **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2.) **Nondiscrimination:** The Consultant, with regard to the work performed during the agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for consultants, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Consultant under the agreement until the Consultant complies, and/or
- b. cancellation, termination or suspension of the agreement, in whole or in part.

(6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a consultant or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit C. Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ (signature)

Print Name: _____

Title: _____

Date: _____

Appendix D. Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees

that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Jennifer E. Hunt (signature)

Print Name: Jennifer E Hunt

Title: Vice President

Date: 2/4/20