

Pinellas Gateway/Mid-County Area Master Plan Implementation Memorandum of Understanding

Among

The City of Largo, the City of Pinellas Park, the City of St. Petersburg, Pinellas County and Forward Pinellas

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this ___ day of _____, 2020, by and between the City of Largo, the City of Pinellas Park, the City of St. Petersburg, Pinellas County and Forward Pinellas ("the Parties").

WHEREAS, the Parties, collectively desire to establish a multijurisdictional vision for the area generally bounded by Belleair Road to the north, 62nd Avenue North to the south, Starkey Road to the west, and Tampa Bay to the east, herein referred to as the "Gateway"; and

WHEREAS, the Parties have agreed to plan collaboratively through the development of the Pinellas Gateway/Mid-County Area Master Plan ("Gateway Master Plan") for the Gateway area, which is an economic engine and multimodal transportation hub for the region, hosting more than 114,000 jobs in 2017; and

WHEREAS, the Parties recognize that the Gateway area is currently highly auto-oriented and includes fragmented land uses, while lacking a sense of place or identity; and

WHEREAS, the Advantage Pinellas 2045 Plan and the Countywide Plan identify a series of investment corridors to guide redevelopment and strengthen the linkage between transportation, affordable housing and economic opportunity, with many of these corridors converging on the Gateway area; and

WHEREAS, the guiding principles of the Gateway Master Plan are critical to the success of the Plan and are recognized as the following: A Sustainable and Resilient Gateway; A Connected Gateway; A Vibrant Gateway; An Economically Robust Gateway; A Gateway with a Variety of Safe, Healthy, Affordable Neighborhoods; An Equitable Gateway that Incorporates Health in all Policies and Considers the Most Vulnerable Users; and A Smarter, More Innovative Gateway; and

WHEREAS, the vision is to be realized through implementation actions stemming from the Gateway Master Plan;

NOW, THEREFORE, IN RECOGNITION OF THE FOREGOING, the Parties hereby jointly understand, agree and commit to actively pursue the implementation of the following initiatives:

- A. To formally establish the Gateway Partnership as an ongoing forum for coordination, communication and collaborative planning and implementation activities among local, regional and state agencies for the long-term health and vitality of the Gateway area. The Partnership will be a fact-finding and coordination body made up of staff from each party hereto as each respective party deems appropriate. Nothing contained herein, nor any acts of the parties, shall be deemed or construed by the parties, nor by any third party, as creating the legal relationship of principal and agent, partnership, joint venture, or other such relationship between the parties, including but not limited to the creation or membership of the Gateway Partnership.

Each party will at all times be considered separate and distinct legal entities and independently responsible for their own respective acts in their furtherance of this MOU.

- B. That the Gateway Partnership membership shall include, at a minimum, staff from the City of Largo, the City of Pinellas Park, the City of St. Petersburg, Pinellas County, and Forward Pinellas, in coordination with the Pinellas Suncoast Transit Authority and the Florida Department of Transportation, with coordination and convening responsibility lying with Forward Pinellas.
- C. That Forward Pinellas shall serve as the conduit to engage state and regional partners to ensure local planning efforts to implement the Gateway Master Plan complement and further activities aimed at addressing issues of regional and statewide concern.
- D. That the Parties will each strive to ensure the Gateway Master Plan is reviewed, studied, discussed, and considered at all levels of each respective local government organizational structure.
- E. That the Parties will consider recommendations of the Gateway Master Plan when developing and prioritizing capital improvement projects.
- F. That Forward Pinellas will prioritize the implementation of the Gateway Master Plan when recommending amendments to the Countywide Plan.
- G. That the Parties consider recommendations of the Gateway Master Plan when amending their local comprehensive plans, land development codes and other relevant plans.
- H. That the Parties will work together to achieve the goal of no net loss of employment potential in the Gateway, while using land more efficiently to broaden the mix of uses, including decreasing the amount of land devoted to surface parking.
- I. That Forward Pinellas shall consider the recommendations of the Gateway Master Plan in the advancement of transportation projects.
- J. That the Parties agree to develop affordable housing strategies that will include the properties within the Gateway area that lie within their jurisdiction, particularly in the investment corridors identified in the Advantage Pinellas 2045 Plan.
- K. That the Parties will practice inclusive planning that reflects the needs of existing neighborhoods and communities at all socio-economic levels.
- L. That the Parties will elicit input from the private sector in the development of Gateway Master Plan subareas, which shall include activity centers that are accessible by multiple modes of transportation and have distinct visual identities.
- M. That the Parties will engage the landowners of catalyst sites identified in the Gateway Master Plan to encourage their participation and involvement in the implementation process.
- N. That Forward Pinellas will:
 - i. Work with Pinellas County Economic Development and the Parties to develop a system of monitoring progress toward Gateway Master Plan implementation.
 - ii. Convene, schedule and host regularly occurring meetings of the Gateway Partnership.
 - iii. Maintain the official Gateway Partnership website to provide information and updates to project partners and the general public.
- O. That the Gateway Partnership shall establish a means of gathering facts, sharing information, reporting progress and celebrating accomplishments. The Gateway Partnership will:
 - i. Develop operating procedures for communication and coordination protocols.

- ii. Host a summit every two years to report on the progress of the implementation of the Gateway Master Plan.
- P. That the Parties shall work in consultation with state and regional partners to create a sustainable mechanism with the private sector to support development of employee commute options and single-occupant vehicle trip reduction strategies.
- Q. This MOU shall commence and be effective when it is adopted by all the governing bodies of each respective party and shall remain in effect for ten (10) years from the Effective Date, unless terminated sooner as provided herein or as extended upon mutual written agreement.
- R. Any party may terminate its participation under this MOU, without cause, upon 90 days' written notice to the other parties. Any termination must be provided by official action of the governing body of each respective party. Upon expiration of such time period, the terminating party's participation under this MOU shall be deemed terminated and their obligations under this MOU shall cease.
- S. This MOU may be amended only in writing executed by the Parties.
- T. The Parties shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue.
- U. The laws of the state of Florida govern this MOU.
- V. No party is providing compensation or reimbursement to any other party for actions taken pursuant to this MOU.
- W. Unless and to the extent otherwise provided in this MOU, all notices and other communications which are required to be given by one party to another shall be in writing and shall be deemed given and delivered on the date delivered in person to the addresses provided below:

Forward Pinellas

Executive Director
310 Court Street,
Clearwater, FL 33756

Pinellas County

Director, Pinellas County Housing and Community Development Department
310 Court Street,
Clearwater, FL 33756

City of Largo

Community Development Director
201 Highland Avenue N,
Largo, FL 33770

City of St. Petersburg

Transportation & Parking Management Director
One 4th Street N, 8th Floor
St. Petersburg, FL 33701

City of Pinellas Park

Planning & Development Services Director
6051 78th Avenue N,
Pinellas Park, FL 33781

- X. IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date stated below.

FORWARD PINELLAS

By: _____

Print Name: Dave Eggers

Title: Chair, Forward Pinellas Board

Date: _____

Attest:

By: _____

Reviewed and Approved:

By: _____
Chelsea D. Hardy, Assistant County Attorney

PINELLAS COUNTY

Pinellas County, Florida, by and through its
Board of County Commissioners

By: _____

Print Name: _____

Title: Chair, Pinellas County Board of County Commissioners

Date: _____

Attest: Ken Burke, Clerk

By: _____

Approved As To Form:

By: _____

David Sadowsky, Assistant County Attorney

CITY OF LARGO

By: _____

Print Name: Henry Schubert

Title: City Manager

Date: _____

Attest:

By: _____

Diane Bruner, City Clerk

Reviewed and Approved:

By: _____

Alan S. Zimmet, City Attorney

CITY OF ST. PETERSBURG

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

By: _____
Chan Srinivasa, City Clerk

Reviewed and Approved:

By: _____
City Attorney (designee)

CITY OF PINELLAS PARK

By: _____

Print Name: Nick A. Colonna _____

Title: Planning & Development Services Director

Date: _____

Attest:

By: _____

Reviewed and Approved:

By: _____