

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of May 21, 2009

**TO:** The Honorable Jeff Danner, Chair, and Members of City Council.

**SUBJECT:** RESOLUTION authorizing the Mayor or his designee to enter into an agreement with the Pinellas County Metropolitan Planning Organization (MPO), which will allow the MPO, a designated Federal Transit Administration (FTA) grantee, to pass through to the City a contribution of \$20,000 in FTA Section 5303 funding from the Pinellas Suncoast Transit Authority (PSTA) towards Task 2 of the Downtown St. Petersburg Intermodal Facility Study, and approving a supplemental appropriation in the amount of \$505,888 in the General Capital Improvement Fund.

**EXPLANATION:** The City of St. Petersburg was previously awarded \$485,888 in federal funding from a FTA Section 5309 Congressional Earmark to conduct a Downtown St. Petersburg Intermodal Facility Study. This study will determine a location in downtown St. Petersburg for transit transfer and layover activities, and provide preliminary design plans for this facility. The City has also set aside \$27,100 for the study. In 2008, the PSTA expressed an interest in contributing funding towards the study, since ultimately the intermodal facility will serve PSTA's transit vehicles. PSTA agreed to contribute \$20,000 of their federal transit planning funds from FTA's Section 5303 Program, which will help fund Task 2. Task 2 is the inventory and evaluation of existing downtown transportation modes. There are a total of eight tasks in the study.

Since the Pinellas County MPO is the designated recipient for FTA Section 5303 funds in Pinellas County, it is responsible for receiving and allocating the funds to St. Petersburg. In addition to this clearinghouse function, the MPO is responsible for the administrative work associated with the grant. This includes invoicing the federal government and maintaining official records of the grant expenditures. An agreement is needed with the MPO in order for the MPO to distribute the Section 5303 funds to the City for the project. It is anticipated that the MPO will approve the FTA pass through agreement at their May 13, 2009 meeting. It would now be appropriate for City Council to adopt a resolution that will approve an agreement with the MPO to enable the City to receive the FTA Section 5303 funds, authorize the Mayor or his designee to execute the agreement, and approve a supplemental appropriation of \$505,888 from the increase in the unappropriated balance of the General Capital Improvement Fund (Fund 301) resulting from the revenues from the FTA Section 5303 and 5309 Programs into "Downtown Intermodal Facility Study" for this project.

**COST/FUNDING/ASSESSMENT INFORMATION:** The PSTA has agreed to contribute \$20,000 in FTA Section 5303 funding towards Task 2 of the Downtown St. Petersburg Intermodal Facility Study. The Pinellas County MPO, as the designated recipient for FTA


Section 5303 funds in Pinellas County, will be responsible for receiving and allocating the funds to St. Petersburg.

**RECOMMENDATION:** The Administration recommends APPROVAL of the attached resolution authorizing the Mayor or his designee to enter into an agreement with the Pinellas County MPO, which will allow the MPO to pass through to the City a contribution of \$20,000 in FTA Section 5303 Program funding from the Pinellas Suncoast Transit Authority (PSTA) towards Task 2 of the Downtown St. Petersburg Intermodal Facility Study, and approving a supplemental appropriation in the amount of \$505,888 in the General Capital Improvements Fund.

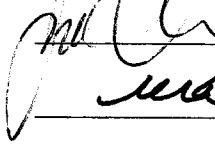
**ATTACHMENTS:** Resolution  
Pass Through Agreement with MPO for Section 5303 Program Funds

**APPROVALS:**

Administrative:

*R. M. ... 5-5-09* 

Budget:

  
*...*

Legal:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH THE PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION TO PROVIDE FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION SECTION 5303 PROGRAM FOR TASK 2 OF THE DOWNTOWN ST. PETERSBURG INTERMODAL FACILITY STUDY AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; APPROVING A \$505,888 SUPPLEMENTAL APPROPRIATION FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENTS FUND RESULTING FROM THE REVENUES FROM THE FEDERAL TRANSIT ADMINISTRATION'S SECTION 5303 AND 5309 PROGRAMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg was previously awarded a \$485,888 Federal Transit Administration (FTA) Section 5309 Congressional Earmark to fund a Downtown St. Petersburg Intermodal Facility Study (hereinafter "Project"); and

WHEREAS, the purpose of the Project is to determine a location in downtown St. Petersburg for transit transfer and layover activities, and provide design plans for this facility; and

WHEREAS, the Pinellas Suncoast Transit Authority (PSTA) has indicated that it would like to contribute additional funding towards the Project since the intermodal facility will serve PSTA's transit vehicles and has agreed to provide \$20,000 of their federal transit planning funds from the FTA's Section 5303 Program; and

WHEREAS, the Project consists of a total of eight tasks, and the FTA Section 5303 Program funds will be used to help fund Task 2, which is the inventory an evaluation of existing downtown transportation modes; and

WHEREAS, the Pinellas County Metropolitan Planning Organization (MPO) and the Florida Department of Transportation have entered into a Joint Participation Agreement for FTA Section 5303 planning funds, effective October 1, 2008, for certain work elements in the Pinellas Urbanized Area Unified Planning Work Program; and

WHEREAS, the Pinellas County MPO and the City of St. Petersburg desire to enter into a formal agreement pursuant to which the aforementioned FTA planning funds will be passed through the Pinellas County MPO to the City of St. Petersburg for implementation of the Project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to enter into an agreement with the Pinellas County MPO to provide Section 5303 planning funds for the Project.

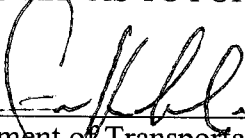
BE IT FURTHER RESOLVED that there is hereby approved, from the increase in the unappropriated balance of the General Capital Improvements Fund resulting from the additional revenues from FTA's Section 5303 and 5309 Programs, the following supplemental appropriation:

GENERAL CAPITAL IMPROVEMENTS FUND:

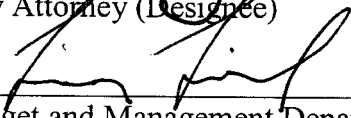
Downtown Intermodal Facility Study \$505,888

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
Department of Transportation and Parking

  
\_\_\_\_\_  
City Attorney (Designee)

  
\_\_\_\_\_  
Budget and Management Department

Agreement for FTA Section 5303 Planning Activities, MPO/City of St. Petersburg

AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (hereinafter "MPO") and the CITY OF ST. PETERSBURG (hereinafter "Subgrantee") for the continuation of: Downtown St. Petersburg Intermodal Facility Study (hereinafter "Project").

WHEREAS, the MPO and the Florida Department of Transportation have entered into a Joint Participation Agreement for Federal Transit Administration Section 5303 planning funds, effective October 1, 2008, for certain work elements in the Pinellas Urbanized Area Unified Planning Work Programs (UPWP), each respectively incorporated herein by reference to this Agreement; and

WHEREAS, the purpose of the Joint Participation Agreement is to provide assistance for the undertaking of FTA-funded work elements as defined in the 2008/2009 and 2009/2010 Unified Planning Work Program, hereinafter called the Project, and to state the terms and conditions upon which such assistance will be provided and the understanding as to the manner in which the Project will be undertaken and completed; and

WHEREAS, the purpose of this Agreement between the MPO and the Subgrantee is to provide for the completion of the work described herein, which is referred to as "the Project" for the purposes of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations herein, the parties agree as follows:

1.00 Accomplishment of the Project

(a) General Requirements: The Subgrantee shall commence, carry on, and complete the Project to provide transit operations planning as more particularly described and scheduled in Appendix "A", attached hereto and made a part hereof, with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws. Eligible costs incurred on or after the effective date of this Agreement are chargeable to this Project.

2.00 Project Cost

The total cost of the planning services of this Project is estimated to be \$25,000.

3.00 Participation by Parties

The MPO agrees to participate in the Project in the amount of \$20,000 or 80 percent of the Project cost, whichever is less (herein, "Project funds"). The Subgrantee will provide \$2,500 or 10 percent of the Project cost, whichever is less. The State will provide

\$2,500 or 10 percent of the Project cost, whichever is less. It is understood that the participation by the State and the Subgrantee will be in the form of staff time and in-kind services ("soft match" or "local match"), not cash payments by either party to the other.

#### 4.00 The Project Budget

The Subgrantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds.

#### 5.00 General Terms and Conditions

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and contained in the Appendices named below, which are attached hereto and by reference incorporated herein. Appendices A and A-1 contain general provisions applicable to this Agreement. Appendix B identifies the Project manager and describes the scope of work for the Project. Appendix C contains the Project Budget, by line item, and identifies the funding sources.

The effective date of this Agreement shall be the date when this Agreement has been fully executed by all of the parties. The Subgrantee agrees to complete and fully invoice the Project by September 30, 2009. In the event there are actions by the MPO or other circumstances beyond the control of the Subgrantee which delay the Project beyond this completion date, the MPO may grant to the Subgrantee extensions of time reflecting this delay upon request from the Subgrantee for such an extension. Extensions are contingent upon the prior approval of the Federal Transit Administration. Funds may not be expended until issuance of a Notice to Proceed by the MPO.

The availability of federal funds shall be a condition precedent to the requirement that Subgrantee provide the local match to complete the project. The Subgrantee is solely responsible for providing the local match to complete this Project. Subgrantee agrees to provide documentation of said local match prior to the MPO's issuance of a Notice to Proceed.

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

(See next page for signatures of the parties.)

PINELLAS COUNTY  
METROPOLITAN PLANNING ORGANIZATION

AS APPROVED TO FORM:

By:

\_\_\_\_\_  
David Sadowsky, MPO Attorney

\_\_\_\_\_  
Chris Arbutine, Chairman

ATTEST:

\_\_\_\_\_  
Brian K. Smith, Executive Director

CITY OF ST. PETERSBURG, FLORIDA

AS APPROVED TO FORM:

By:

\_\_\_\_\_  
M. A. Galbraith, Jr.  
Assistant City Attorney

\_\_\_\_\_  
Tish Elston  
Deputy Mayor/City Administrator

ATTEST:

\_\_\_\_\_  
Eva Andujar, City Clerk

## **APPENDIX A GENERAL PROVISIONS**

**1. General:** Subgrantee shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," Federal Transit Administration (FTA) Circular 4220.1E of the, FTA Master Agreement (Form FTA MA(13), October 1, 2006) and FTA Circular 5010.1C, Grant Management Guidelines, are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon the MPO as "grantee" or "designated recipient" are hereby imposed upon Subgrantee, and those rights reserved by the DOT, FTA or local government are hereby reserved by the MPO.

**2. Accomplishment of the Project:** Subgrantee shall accomplish this Project in a timely and satisfactory manner, in conformance with the scope of work and project budget contained in the appendices hereto, and in compliance with the terms and conditions contained herein. Subgrantee may accomplish all or any portion of the project by procurement through subcontractors in accordance with 49 CFR Section 18.36 and FTA Circular 4220.1 E. Subgrantee shall furnish the MPO with copies of any subcontract to this Agreement.

### **3. Financial Management**

**a. Accounts:** In conducting accounting activities, Subgrantee shall comply with provisions contained in 49 CFR Part 18.

**b. Allowable Costs:** The MPO shall reimburse Subgrantee for those services and allowable expenses required to perform the work in accordance with the project budget as described in Appendix C. Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget ("OMB") Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments".

**c. Record Retention:** Subgrantee shall maintain intact and readily accessible all data, documents, reports, accounting records, contracts and supporting materials relating to the Project ("Records") during the course of the Project that the federal government or MPO may require during the course of the Project and for five years thereafter. If any litigation, claim, negotiation, audit or other action related to the Project is started before the end of said five-year period, Subgrantee shall retain Records for three years after completion and resolution of the action and all issues related to such.

**d. Access to Records:** Upon request, the Subgrantee agrees to permit the Secretary of Transportation; the Comptroller General of the United States; and, if appropriate, their authorized representatives to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee pertaining to the Project as required by 49 U.S.C. § 5325(g).

**e. Audit:** Subgrantee will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by the MPO as set forth in Section 3 of this Agreement, consistent with 49 Code of Federal Regulations, Part 18.37(b). Subgrantee shall be responsible for meeting audit requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 et. seq., in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and any revision or supplement thereto. Subgrantee shall annually submit to the MPO one copy in a generally accepted electronic format of its audit completed in accordance with the above-described single audit requirements within 30 days after completion of the audit, but not later than one year after the end of the audit period.

**4. Project Reporting:** The Subgrantee shall submit electronic narrative progress reports, financial reports and invoices for fees earned on a quarterly basis. The reporting periods are October 1 – December 31, January 1 through March 31, April 1 through June 30 and July 1 through September 30. Project reporting shall be for the percentage of work effort completed to date for the Project. Project reports shall be delivered in a generally accepted electronic format to the MPO within fifteen (15) calendar days after the end of each reporting period (except reports for the final quarter must be received by September 30, 2009). The MPO in no way obligates itself to check the Subgrantee's work and further is not responsible for maintaining Project schedules. All Project reports shall be e-mailed to the attention of the MPO's Executive Director, bsmith@pinellascounty.org. The MPO reserves the right to request project reports in alternative format. The MPO shall make quarterly payments to the Subgrantee in accordance with the following terms:

**a. Narrative Progress Report:** Subgrantee shall prepare a narrative progress report covering accomplishments during regular three-month periods. The progress reports shall contain a narrative description of the following information: Work completed during the period; tasks expected to be performed during the next period; and explanation of problems or delays encountered or anticipated.

**b. Financial Report:** Subgrantee shall prepare a financial report covering the same reporting periods specified in 4 above. These reports shall include, but not be limited to, a balance sheet and a project expenditure statement by line item code. Financial reports shall be current.

**5. Invoices:** Subgrantee shall prepare quarterly invoices for reimbursement for services performed and/or expenses incurred under this Agreement. Such invoices shall be signed by Subgrantee's Chief Financial Officer, or equivalent, or a designated representative thereof. Subgrantee shall maintain records of payroll distribution, receipted bills, and such other documentation as may be reasonably required by the MPO or FTA. Invoices shall be accompanied by supporting documentation. If an invoice includes payment for work performed under subcontract, copies of the subcontractor invoices and proof of payment shall be enclosed. Invoice submittals shall include a separate Disadvantaged Business Enterprise (DBE) utilization schedule and DBE Payment Certification as provided by the MPO. Failure to submit a properly executed

DBE schedule and certification shall be cause for withholding payment. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the Subgrantee for correction. Within thirty (30) days after receipt of final payment, the Subgrantee agrees and acknowledges to submit a final Financial Status Report, a certification of Project expenses, and third party audit reports, as applicable.

**6. Payment:** The MPO shall make payments to Subgrantee within 15 calendar days following the approval of invoices by the MPO Board and the subsequent receipt of funds from FTA. Non-Appropriation. The MPO's performance and obligation to pay under this Agreement is contingent upon an appropriation of funds by the State of Florida. In the event of a lack of an appropriation and delivery of funds to the MPO for the purposes described herein, the MPO shall notify the Subgrantee of such occurrence, and this Agreement shall terminate without penalty or expense to the MPO.

**7. Project Property:** Subgrantee agrees to comply with the property management standards of 49 CFR Sections 18.31-18.34 and Section 19 of the FTA Master Agreement.

**8. Changes:** From time to time, circumstances or conditions may require changes to this Agreement. Changes which are mutually agreed upon between Subgrantee and the MPO shall be incorporated in written amendments to this Agreement.

**9. Additional Federal Clauses:** The following federally required clauses are required of all FTA funded planning grants. These federally required clauses set forth in Appendix A-1, attached hereto and incorporated herein by this reference, apply to this Agreement. Appendix A-1 is not meant to be an exhaustive list of federal clauses that apply to this Agreement.

## APPENDIX A-1: FEDERAL CLAUSE REQUIREMENTS

1. Civil Rights
2. Disadvantaged Business Enterprise (DBE)
3. Environmental Requirements
4. Lobbying
5. No Government Obligation to Third Parties
6. Program Fraud and False or Fraudulent Statements and Related Acts
7. Debarment and Suspension
8. Incorporation of Federal Transit Administration (FTA) Terms
9. Access to Records
10. Federal Changes
11. Termination
12. Breaches and Dispute Resolution

**1. CIVIL RIGHTS** – The following requirements apply to this Agreement:

**a. 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 Subgrantee shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The Subgrantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Subgrantee 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 MPO deems appropriate."*

Each subcontract the Subgrantee signs in regards to this federal aid Project must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Subgrantee agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

**b. Equal Employment Opportunity** – The following equal employment opportunity requirements apply to this Agreement:

**c. 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 Subgrantee 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 Project. The Subgrantee 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 Subgrantee agrees to comply with any implementing requirements FTA may issue.

**d. 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 Subgrantee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subgrantee agrees to comply with any implementing requirements FTA may issue.

**e. Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Subgrantee 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 Subgrantee agrees to comply with any implementing requirements FTA may issue.

**f. 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 Subgrantee 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 at the MPO office or may be viewed on-line at: <http://www.pinellascounty.org/mpo/PDFs/DBETitleV/lep.pdf>.

**g. Environmental Justice** – The Subgrantee 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.

**h. Other Nondiscrimination Laws** – The Subgrantee 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 Subgrantee 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.

**2. Disadvantaged Business Enterprise** – This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by*

*Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The MPO's overall 2008 requirement for DBE participation is 1.7% and is applicable to this Agreement. This requirement reflects the availability of willing and able DBEs who are registered with the State of Florida that would be expected to participate in MPO and its Subgrantees contracts absent the effects of discrimination. The MPO's annual overall requirement for DBE participation in U.S. DOT FTA assisted contracts is established each year on or before August 1.

The Subgrantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the Subgrantee 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 MPO deems appropriate.

The Subgrantee is required to pay its subcontractors/subrecipients performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Subgrantee's receipt of payment for that work from the MPO. In addition, the Subgrantee may not hold retainage from its Subgrantee. It is required to return any retainage payments to those Subgrantees within 30 days after the Subgrantee's work related to this Agreement is satisfactorily completed.

Information on the MPO's DBE Program requirements is available at the MPO offices and on-line at: <http://www.pinellascounty.org/mpo/PDFs/DBETitleIV/DBE0809.pdf>.

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/dbeprogram.htm>.

### **3. Environmental Requirements**

**a. Energy Conservation** – The Subgrantee 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.

**b. Clean Water** – The Subgrantee 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 Subgrantee agrees to report each violation to the MPO and understands and agrees that the MPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**c. Clean Air** – The Subgrantee 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 Subgrantee agrees to report each violation to the MPO and understands and agrees that the MPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Subgrantee also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**4. Lobbying** – Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. **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.]** - Subgrantees who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

By signing and submitting this Agreement the Subgrantee certifies as set forth in 49 CFR, Part 20 Appendix A, to the best of their 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 influencing or attempting to influence 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.

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 section 1352, title 31, U.S. Code. 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.

**5. No Obligation by the Federal Government** – The MPO and Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying 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 the MPO, Subgrantee, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

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

**6. Program Fraud and False or Fraudulent Statements and Related Acts** – The Subgrantee 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 Project. Upon execution of the underlying Agreement, the Subgrantee 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 project work is being performed. In addition to other penalties that may be applicable, the Subgrantee 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 Subgrantee to the extent the Federal Government deems appropriate.

The Subgrantee 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 Subgrantee, to the extent the Federal Government deems appropriate.

The Subgrantee 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.

**7. Debarment and Suspension** – This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Subgrantee is required to verify that none of the Subgrantee, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

By signing and submitting this Agreement, the Subgrantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by the MPO. If it is later determined that the Subgrantee knowingly rendered an erroneous certification, in addition to remedies available to the MPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subgrantee agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subgrantee 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.

**8. Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 Subgrantee shall not perform any act, fail to perform any act, or refuse to comply with any MPO requests which would cause the MPO to be in violation of the FTA terms and conditions.

**9. Access to Records** – Upon request, the Subgrantee agrees to permit the Secretary of Transportation; the Comptroller General of the United States; and, if appropriate or their authorized representatives to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee pertaining to the Project as required by 49 U.S.C. § 5325(g).

**10. Federal Changes** – The Subgrantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement as they may be amended or promulgated from time to time during the term of this Agreement. The Subgrantees failure to so comply shall constitute a material breach of this contract.

## **11. Termination**

**a. Convenience (General Provision)** The MPO may terminate this Agreement, in whole or in part, at any time upon five working day's written notice to the Subgrantee. The Subgrantee shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Subgrantee shall promptly submit its invoice to the MPO for costs incurred up to the effective date of termination, provided Subgrantee has not been previously reimbursed for such costs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Subgrantee fails to perform in the manner called for in the Agreement, or if the Subgrantee fails to comply with any other provisions of the Agreement, the MPO may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Subgrantee setting forth the manner in which the Subgrantee is in default. The Subgrantee 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 the MPO that the Subgrantee had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Subgrantee, the MPO, after setting up a new delivery of performance schedule, may allow the Subgrantee to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The MPO in its sole discretion may, in the case of a termination for breach or default, allow the Subgrantee within then (10) days of said notice of termination in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If the Subgrantee fails to remedy to MPO satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by the Subgrantee of written notice from the MPO setting forth the nature of said breach or default, the MPO shall have the right to terminate the Agreement without any further obligation to the Subgrantee. Any such termination for default shall not in any way operate to preclude the MPO from also pursuing all available remedies against the Subgrantee and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that the MPO elects to waive its remedies for any breach by Subgrantee of any covenant, term or condition of this Agreement, such waiver by the MPO shall not limit the MPO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**12. Breaches and Dispute Resolution** – All services are to be performed by the Subgrantee to the satisfaction of the MPO's Executive Director based on the requirements of Appendices A, A-1, and B.

**a. Disputes** – Disputes, claims, questions and conflicts arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in

writing by the MPO's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Subgrantee mails or otherwise furnishes a written notice of appeal to the MPO Executive Director. In connection with any such appeal, the Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the MPO Executive Director shall be binding upon all of the parties.

**b. Performance During Dispute** – Unless otherwise directed by the MPO, the Subgrantee shall continue performance under this Agreement while matters in dispute are being resolved.

**c. 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 his employees, agents or others for whose acts he 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 or damage.

**d. Remedies** – Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the MPO and the Subgrantee arising out of or relating to this Agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

**e. Rights and Remedies** – The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the MPO or Subgrantee 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 thereunder, except as may be specifically agreed in writing.

## **APPENDIX B**

### **WORK PROGRAM**

#### **Project Manager:**

The Project shall be conducted and administered by Subgrantee under the direction of Tom Whalen, who will be responsible for the day to day administration of the Project.

#### **Project Manager:**

Tom Whalen, AICP, Planner III  
City of St. Petersburg  
Department of Transportation and Parking  
One Fourth Street North  
St. Petersburg, FL 33701  
Phone 727.893.7883  
Fax 727.551.3326  
Email: [tom.whalen@stpete.org](mailto:tom.whalen@stpete.org)

### **SCOPE OF WORK**

#### **Downtown St. Petersburg Intermodal Facility Study**

#### **BACKGROUND AND STUDY OBJECTIVE**

St. Petersburg is the 4<sup>th</sup> largest city in Florida with a population of approximately 250,000 and a median age of 39.3 years. It is the occasional home to more than 4.7 million overnight visitors each year and has experienced a steady population growth rate over the years. St. Petersburg has a vibrant downtown area that has achieved tremendous revitalization during the past ten years including construction and renovations of office, retail and residential properties. It is host to numerous sporting events each year and has had expansions in cultural attractions, educational institutions, medical centers and airport facilities. The City is host to approximately 1,000 events per year.

The rapid growth of downtown St. Petersburg in recent years has brought increased vehicular traffic and demand for parking, as well as a desire to enhance other modes of transportation such as walking, bicycling and transit. The Pinellas Suncoast Transit Authority's (PSTA's) downtown St. Petersburg terminal is currently located at Williams Park, in the northeast quadrant of the intersection of 4<sup>th</sup> Street and 1<sup>st</sup> Avenue North. The most active stop in the PSTA system, Williams Park serves 18 PSTA routes with 11 bus bays and 2 layover bays. PSTA has previously indicated that they need a

downtown terminal with 16 bus bays and 4 layover bays. A temporary relocation of the downtown terminal is expected to occur in the 2009 timeframe in conjunction with the office/hotel/residential/retail development located just east of Williams Park. Although transit routes are expected to continue to serve the Williams Park area, the street-level periphery of Williams Park will no longer be a transfer and layover area for PSTA buses. This function will be relocated to one or more sites in anticipation of the development of the new downtown intermodal facility.

The consulting firm or team hired to perform the Downtown St. Petersburg Intermodal Facility Study will help determine a location in downtown St. Petersburg for transit transfer and layover activities, and provide preliminary engineering plans for this facility.

## **WORK PLAN and SCOPE OF WORK**

**The Project** which is the subject of this Agreement consists of a portion of the Downtown St. Petersburg Intermodal Facility Study, which is organized into eight major tasks, as listed below:

Task 1: Review of Existing Plans and Studies

Task 2: Inventory and Evaluation of Existing Downtown Transportation Modes

Task 3: Future Needs Assessment

Task 4: Identification and Evaluation of Alternative Site Locations for Intermodal Transit Facility

Task 5: Selection of Preferred Site

Task 6: Preliminary Engineering Plans (Including Preliminary Design)

Task 7: Approval of Preliminary Engineering Plans

Task 8: Public Involvement, Meetings and Presentations

More specifically, the Project consists of Task 2 of the Downtown St. Petersburg Intermodal Facility Study. The scope of work for Task 2 is described as follows:

Task 2. Inventory and Evaluation of Existing Downtown Transportation Modes

The Subgrantee will obtain or require its consultant to obtain data and plans of existing travel modes, facilities, and volumes within the study area including vehicles, PSTA transit services, Downtown Looper Trolley, and Greyhound. The study area is defined as the area of the City of St. Petersburg lying between Tampa Bay and I-275 and between 5th Avenue North and 6th Avenue South. Existing street lane configuration, location of on-street parking and public off-street parking public facilities, parking restrictions, traffic volumes, PSTA and other bus routes and volumes will be mapped,

limited to the digital data available from the Subgrantee and other sources. That data will provide the basis for a traffic simulation using Synchro. Traffic volumes to and from Port of St. Petersburg and Albert Whitted Airport will be obtained from those respective facilities.

The Subgrantee will perform or require its consultant to perform a parking needs assessment. The limits of the study area for the parking needs assessment is defined as the area of the City of St. Petersburg lying between Tampa Bay and I-275 and between 5th Avenue North and 6th Avenue South. On-street parking utilization will be determined by field observation on a typical day, noting empty spaces on an hourly basis. The Subgrantee shall request publicly-owned parking facilities to track entering and exiting vehicles to help determine utilization.

The Subgrantee shall provide its consultant with available data and drawings in digital CAD and/or GIS format of roadway plans, locations of on-street and public off-street parking, parking prices, traffic signal timings, Intown DRI information, and any traffic volume data available. The Subgrantee will also provide its consultant with the latest aerial photography.

A Synchro traffic model will be developed by the Subgrantee's consultant using the above data. Results of the traffic model will be provided to the Subgrantee in tabular form as well as an animation.

Deliverables:

A) Base map of city streets showing lane configuration, land use, on-street parking, and public parking garages. Other layers will include parking restrictions, and transit services routes and stops.

B) Traffic Simulation Model using Synchro.

C) Technical Memorandum describing the methodology used to analyze the existing parking inventory and current parking utilization. (10 copies)

## **SCHEDULE**

Commencement of Task 2:	May 1, 2009
Completion of work on Task 2 by Subgrantee's consultant:	July 31, 2009
Report by Subgrantee to MPO:	August 31, 2009

**APPENDIX C**

**PROJECT BUDGET**

Source of Funds

MPO FTA Section 5303      \$20,000 (cash)

Total                              \$20,000 (cash)

plus "soft match" in staff time and in-kind services:

Local Match                      \$2,500

State Match                      \$2,500

Expenditures

Task 2                              \$20,000 (cash)

plus "soft match" by State and Subgrantee