

**St. Petersburg City Council Agenda Item
Meeting of February 1, 2018
Consent Agenda**

To: The Honorable Chair Lisa Wheeler-Bowman and Members of City Council

Subject:

Authorizing the Mayor or his designee to execute an Interlocal Agreement between the City of St. Petersburg, Florida and the City of Gulfport, Florida for construction of Gulfport's Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg's Skyway Clam Bayou Trail; Approving a rescission in the amount of \$8,935 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a rescission in the amount of \$83,215 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904); Approving a supplemental appropriation in the amount of \$92,150 from the increase in the unappropriated balance of the Transportation Impact Fee Fund (3071) resulting from the above rescissions to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD); and providing an effective date.

Explanation:

For the past three years, the City of Gulfport has been working to pursue the development of a trail connection from their downtown waterfront to the City of St. Petersburg. Gulfport had pursued a grant from the Florida Department of Environmental Protection's Recreational Trails Program funding for a section of bicycle/pedestrian trail connecting the Gulfport Marina with the St. Petersburg Skyway Trail near Clam Bayou. The grant-funding pursuit was ultimately unsuccessful, but the City of Gulfport elected to pursue a trail/route plan that would make use of directional signage, marked bicycle lanes using different roadways, and shared lane markings in existing drive lanes on roadways where bike lanes could not be provided for most of the project length. The plan does call for a trail section to be located in the Clam Bayou area, within the jurisdictional boundary of the City of St. Petersburg that connects with the St. Petersburg Skyway Trail and Pinellas County trail system.

In 2017, the City of Gulfport staff contacted the City of St. Petersburg to consider the opportunity to jointly share the costs of construction of the trail portion of the project, with the City of Gulfport fully funding the remainder of the design costs. Subsequently, the Gulfport City Council authorized funds to finalize the project design and appropriated \$75,000 toward the estimated construction costs. This fall, the design plans were completed and the engineer's estimate for construction based on the final plans was determined to be \$170,000. On December 19, 2017, the City of Gulfport approved an appropriation of an additional \$10,000 to bring its contribution to the construction funding to \$85,000, or fifty percent of the current estimated total. It also approved the execution of the attached Interlocal Agreement.

Per the Interlocal Agreement, in addition to each municipality contributing equally to the estimated cost of construction for the project that is entirely within the City St. Petersburg, the construction activities themselves would be performed by St. Petersburg staff. The Stormwater, Pavement, and Traffic Operations Department personnel would conduct this work as these crews have successfully built several trail segments in St. Petersburg and are highly skilled in this type of

construction. It is important to note that the final plans prepared by Gulfport's engineering consultant incorporated comments and suggestions by St. Petersburg staff in order to ensure the facility meets St. Petersburg's needs going forward. The City of St. Petersburg will assume maintenance responsibility for the new trail as it retains maintenance responsibility for the area adjacent to the trail, which is located within the city limits, and existing agreements associated with Clam Bayou remain applicable.

A map illustrating the project location is attached for reference. As proposed, the project trail, shown in yellow and referred to as the Osgood Point Trail, will connect to the Skyway Trail in Clam Bayou to its east. This will therefore provide trail connections to two major regional trails, both the Pinellas Trail and the Bayway Trail, in addition to the connection it provides between the two municipalities and marina districts, Skyway Marina District and Gulfport Marina.

Cost/Funding:

The total estimated cost of construction for the trail portion of the project is \$170,000. Therefore, the City of St. Petersburg contribution is expected to be an estimated \$85,000. Funding for this effort can be provided from unencumbered balances in previously appropriated projects within the CityTrails program, Transportation Impact Fees (3071), CityTrails Project 12592 and CityTrails Project 12904. However, the Interlocal Agreement is structured such that the risk for any cost overruns, or conversely any underage for the construction performed by the City of St. Petersburg, lies with the City of St. Petersburg. Therefore, as indicated in the attached resolution, it's recommended that the remaining balances for the two projects listed above, totaling \$92,150, are rescinded with the balance re-appropriated to a new capital project specific to the Gulfport Osgood Point Bicycle/Pedestrian Trail (Oracle No. TBD) which allows for additional contingencies in the event that the actual cost of construction is slightly greater than the current estimates.

Recommendations:

Administration recommends that Council adopt the attached resolution that: (i) authorizes the Mayor or his designee to execute an Interlocal Agreement between the City of St. Petersburg, Florida and the City of Gulfport, Florida for construction of Gulfport's Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg's Skyway Clam Bayou Trail; (ii) approves a rescission in the amount of \$8,935 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a rescission in the amount of \$83,215 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904); (iii) approves a supplemental appropriation in the amount of \$92,150 from the increase in the unappropriated balance of the Transportation Impact Fee Fund (3071) resulting from the above rescission to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD); and (iv) provides an effective date.

Attachments:

- (1) Resolution
- (2) Interlocal Agreement
- (3) Project Illustration Maps

Approvals:


Administration


Budget

1-19-18
Date

19 JAN 2018
Date

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE CITY OF GULFPORT, FLORIDA FOR CONSTRUCTION OF GULFPORT'S OSGOOD POINT BICYCLE/PEDESTRIAN TRAIL CONNECTION TO ST. PETERSBURG'S SKYWAY CLAM BAYOU TRAIL; APPROVING A RESCISSION IN THE AMOUNT OF \$8,935 FROM THE UNENCUMBERED BALANCE OF THE TRANSPORTATION IMPACT FEE FUND (3071), CITYTRAILS - BICYCLE PATHS (ORACLE NO. 12592) AND A RESCISSION IN THE AMOUNT OF \$83,215 FROM THE UNENCUMBERED BALANCE OF THE TRANSPORTATION IMPACT FEE FUND (3071), CITYTRAILS - BICYCLE TRAILS (ORACLE NO. 12904); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$92,150 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE TRANSPORTATION IMPACT FEE FUND (3071) RESULTING FROM THE ABOVE RESCISSIONS TO THE GULFPORT OSGOOD POINT BICYCLE/PEDESTRIAN TRAIL PROJECT (ORACLE NO. TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the adopted CityTrails Bicycle Pedestrian Master Plan states that St. Petersburg shall have a goal to "transform the existing transportation network in the City to accommodate bicycling and walking as a transportation mode and for recreation; provide safe and easier access to schools, parks, recreational trails, and community centers by foot and bike"; and

WHEREAS, the adopted CityTrails Bicycle Pedestrian Master Plan also states an objective to "coordinate with other agencies and municipalities to ensure that appropriate bicycle and pedestrian connections are planned, constructed, and maintained between jurisdictions."; and

WHEREAS, the City of Gulfport has designed the Osgood Point Bicycle/Pedestrian Trail that connects to St. Petersburg's Skyway Clam Bayou Trail, providing residents and visitors with an opportunity to more easily walk and bicycle between the two cities; and

WHEREAS, the City of Gulfport has requested the City of St. Petersburg jointly share the constructions costs for a trail segment located within the city limits of St. Petersburg that is estimated to be \$170,000 in total; and

WHEREAS, the Agreement acknowledges that the City of St. Petersburg will be responsible for obtaining appropriate permits, including from such agencies as the Southwest Florida Water Management District, prior to initiation of construction; and

WHEREAS, the Agreement acknowledges that the City of St. Petersburg will assume maintenance responsibility for the new trail as it retains maintenance responsibility for the area adjacent to the trail, which is located within the city limits, and existing agreements associated with Clam Bayou remain applicable; and

WHEREAS, the City of St. Petersburg has agreed to contribute an amount estimated to be \$85,000 toward the costs of construction, and perform the construction activities for the Osgood Point Bicycle Pedestrian Trail, subject to the terms and conditions of the Interlocal Agreement; and

WHEREAS, a rescission in the amount of \$8,935 in the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a rescission in the amount of \$83,215 in the Transportation Impact Fee Fund (3071), City Trails – Bicycle Trails (Oracle No. 12904) and a supplemental appropriation in the amount of \$92,150 from the increase in the unappropriated balance of the Transportation Impact Fee Fund (3071) resulting from the above rescission to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD) are needed to provide necessary funding for the Agreement; and

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 execute an Interlocal Agreement between the City of St. Petersburg, Florida and the City of Gulfport, Florida for construction of Gulfport’s Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg’s Skyway Clam Bayou Trail;

BE IT FURTHER RESOLVED that the appropriation in the amount of \$8,935 in the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) is hereby rescinded.

BE IT FURTHER RESOLVED that the appropriation in the amount of \$83,215 in the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904) is hereby rescinded.

BE IT FURTHER RESOLVED that there are hereby approved from the unappropriated balance of the Transportation Impact Fee Fund (3071), resulting from the above rescissions, the following supplemental appropriation for Fiscal Year 2018:

<u>Transportation Impact Fee Fund (3071)</u>	
Gulfport Osgood Point Bicycle/Pedestrian Trail	
Project (Oracle No. TBD)	\$92,150

This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department

By: (City Attorney or Designee)

Legal: 00357569.doc v1



Tom Greene

Budget Director

Approved by:



Evan Mory

Transportation & Parking Mgmt. Director

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
THE CITY OF GULFPORT, FLORIDA
FOR
CONSTRUCTION OF
GULFPORT'S OSGOOD POINT BICYCLE/PEDESTRIAN TRAIL CONNECTION TO
ST. PETERSBURG'S SKYWAY CLAM BAYOU TRAIL

THIS INTERLOCAL AGREEMENT, ("Agreement") made and entered into on the _____ day of _____, 2017 by and between the City of St. Petersburg, Florida, a municipal corporation, ("**St. Petersburg**") and the City of Gulfport, Florida, a municipal corporation ("**Gulfport**")(collectively, "**Parties**").

WITNESSETH:

WHEREAS, this Agreement is made and entered into between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, St. Petersburg's CityTrails Bicycle Pedestrian Master Plan adopted in 2003) provides, inter alia: -

Chapter 4 -

Goal 1 – "Transform the existing transportation network in the City to accommodate bicycling and walking as a transportation mode and for recreation. Provide safe and easier access to schools, parks, recreational trails, and community centers by foot and bike."

Objective 1.2, Policy Development Actions –

"Coordinate with other agencies and municipalities to ensure that appropriate bicycle and pedestrian connections are planned, constructed, and maintained between jurisdictions."

"Continue to fund and implement bicycle and pedestrian projects and programs in accordance with the objectives and facility recommendations in this plan through incorporation of such projects into state, county, and local capital improvement programs and the Transportation Improvement Program (TIP) for Pinellas County."

; and

WHEREAS, both St. Petersburg and Gulfport desire to construct Gulfport's Osgood Point Bicycle/Pedestrian Trail Connection To St. Petersburg's Skyway Clam Bayou Trail within the City limits of St. Petersburg ("**Project**"); and

WHEREAS, the Project is compatible with the CityTrails Goals and Objectives and is referenced in Forward Pinellas' Bicycle Pedestrian Master Plan; and

WHEREAS, Gulfport has appropriated \$85,000 for the Project which is 50% of the estimated construction cost of the Project and has requested that St. Petersburg contribute funds to share the cost of construction and construct the Project; and

WHEREAS, St. Petersburg is amenable to participating in the Project and has appropriated \$85,000 for the Project which is 50% of the estimated construction cost of the Project.

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

**SECTION 1
SERVICES TO BE PROVIDED BY GULFPORT**

1.1 Gulfport will be responsible for all design and required permitting, including but not limited to Southwest Florida Water Management District ("SWFWMD") permits.

1.2 Gulfport shall provide \$85,000 to St. Petersburg for the Project.

**SECTION 2
SERVICES TO BE PROVIDED BY ST. PETERSBURG**

2.1 St. Petersburg will be responsible for all construction activities, including, but not limited to construction administration and inspection services, of the Project. The details of the work to be performed are set forth in Exhibit "A" Project Description and Responsibilities, which is attached hereto and made a part hereof by reference.

2.2 St. Petersburg shall provide \$85,000 for the Project.

2.3 St. Petersburg shall invite Gulfport's consultant to all construction meetings for the Project and provide Gulfport access to the construction site for inspection purposes.

2.4 St. Petersburg shall incorporate Gulfport's review comments to the maximum extent practicable.

2.5 St. Petersburg shall act as the project manager for the Project.

2.6 Should the cost of the Project exceed the approved budget of \$170,000 St. Petersburg shall provide the additional funding necessary to complete construction of the Project, subject to Paragraph 7.1 of this Agreement.

2.7 St. Petersburg shall assume responsibility for future maintenance of the Project located within the City Limits of St. Petersburg.

2.8 St. Petersburg shall obtain all authorization necessary to locate, construct and maintain the Project from all entities, including, but not limited to SWFWMD, having jurisdiction in the area in which the Project will be located.

**SECTION 3
PAYMENT**

3.1 Gulfport shall provide \$85,000 to St. Petersburg on request.

**SECTION 4
TERM**

4.1 This Agreement shall take effect immediately upon filing with the Clerk of the Circuit

Court and shall expire upon the receipt of notice by St. Petersburg that Gulfport has determined that the Project is complete and in conformance with the approved plans.

SECTION 5 INDEMNIFICATION

5.1 Each party to this Agreement shall be fully responsible for the negligence of its respective agents, officers and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by St. Petersburg or Gulfport, or to extend the liability of St. Petersburg or Gulfport beyond the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement. Each party's liability and obligations to the other shall be limited to those liabilities expressly set forth herein, otherwise each party shall assume responsibility of costs and expenses incurred by it.

SECTION 6 ENTIRE AGREEMENT/ AMENDMENTS

6.1 This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties. This Agreement may only be modified by a written modification executed by the Parties. This Agreement shall be binding upon the Parties, their successors, assigns and legal representatives.

SECTION 7 NON-APPROPRIATION

7.1 The obligations of the Parties as to any funding required pursuant to this Agreement, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, a party shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the party pursuant to this Agreement.

SECTION 8 AGREEMENT MANAGEMENT

8.1 All notices, requests, demands, invoices or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by

providing notice of such change to the other party in accordance with this paragraph.

ST.PETERSBURG: City of St Petersburg, Florida
Attn: Evan Mory, Director
Transportation and Parking Management
P.O. Box 2842
St. Petersburg, FL 33731-2842

GULFPORT: City of Gulfport Florida
Attn: Frederick J. Metcalf, Director
Community Development Department
2401 53rd Street South
Gulfport, Florida 33707

SECTION 9
MISCELLANEOUS

9.1 Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

9.2 No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

9.3 This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

9.4 The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, the Parties have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA
A municipal corporation of the State of Florida

CITY OF GULFPORT, GULFPORT
A municipal corporation of the State of Florida

By: _____
Rick Kriseman
As its Mayor

By: James E. O'Reilly
Print: James E. O'Reilly
As its City Manager

Attest: _____
Chandrasasa Srinivasa, City Clerk

Attest: Lesly Demuth
Print: Lesly Demuth City Clerk

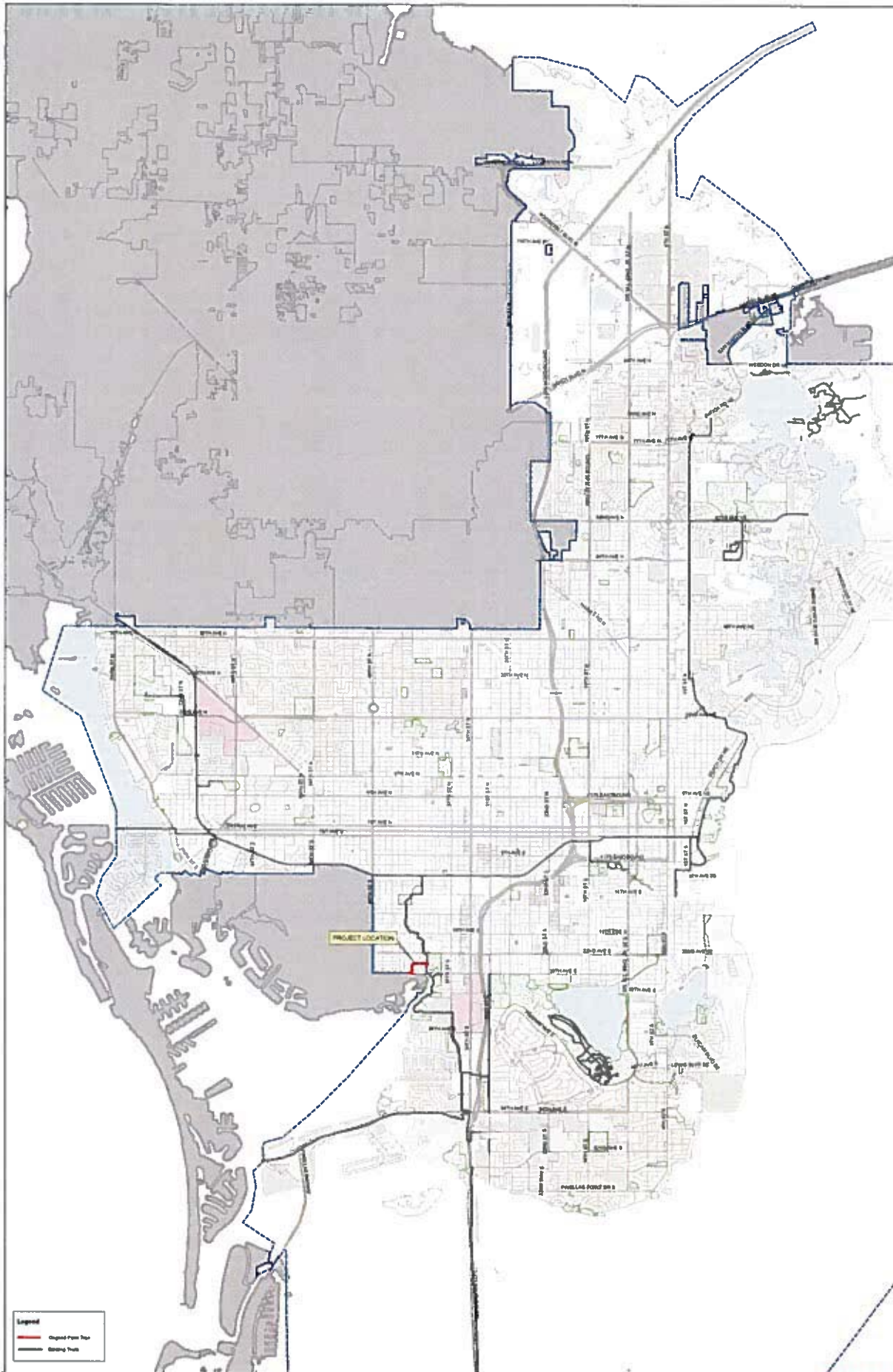
(Seal)

(Seal)

Approved as to Content and Form:

City Attorney (Designee)
By: _____
Assistant City Attorney

Reviewed and Approved:
Andrew Salzman
Print: Andrew Salzman
City Attorney



Legend
 — Designated Park Trail
 — Existing Trail



Trails and Paths

Transportation and Parking Management Department
 City of St. Petersburg
 Date: 12/20/2017





Legend

- Osgood Point Trail
- - - Existing Trails

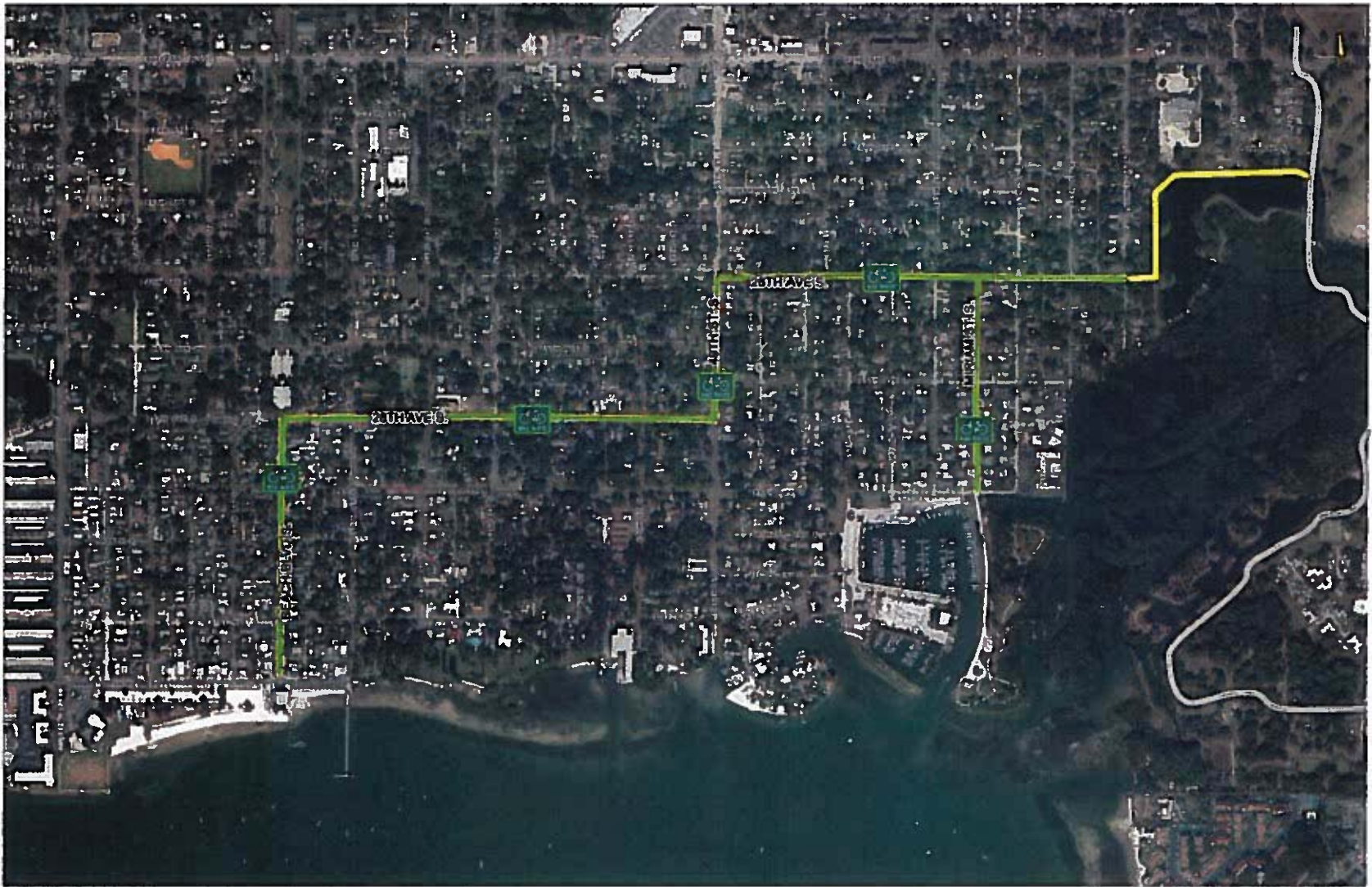
TRANSPORTATION AND PARKING
MANAGEMENT DEPARTMENT
CITY OF ST PETERSBURG

APPROVED BY: _____ DATE: 12/20/2017

PROJECT TITLE
Project No. XXXXX-XXX



Document Path: S:\ArcGIS\2017\1\PD\Osgood\Point\Trail.mxd



LEGEND

Osgood Point Trail



Located within City of St. Petersburg
 Design
 Fully funded by City of Gulfport

Construction

Gulfport -	\$ 85,000
St. Pete -	85,000
TOTAL COST	\$170,000

Bike Route and Wayfinding



Located within City of Gulfport
 All project costs for this section are
 fully funded by City of Gulfport
 separate to the funds included in the
 Interlocal Agreement

Existing Trail

