

**SAINT PETERSBURG CITY COUNCIL**

**Consent Agenda**

**July 12, 2018**

TO: City Council Chair & Members of City Council

**SUBJECT:**

Authorizing the Mayor or his designee to accept the Health in All Policies Grant in the amount of \$148,470.65 from the State of Florida Department of Health, Pinellas County Health Department ("DOH-Pinellas") paid by the Foundation for a Healthy St. Petersburg to support the City's implementation of a Health in All Policies framework and to execute a grant agreement along with all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks and Recreation Department, Administration (190-1573).

**EXPLANATION:**

A Health in All Policies (HiAP) framework recognizes that social determinants - conditions where we are born, live, work, play, worship, and age - have a strong effect on health. HiAP frameworks encourage local governments to acknowledge and act upon the fact that resources and policies related to food access, housing, transportation, safety, education, land use, air and water quality, criminal justice, and economic development have a direct impact on health and are sometimes unequally distributed among populations. DOH-Pinellas proposes with the assistance of its community partners to transform local policymaking by bringing a "Health in All Policies approach" across government and community sectors. The Parks and Recreation Department under the Healthy St. Pete program will hire a City Planner to work exclusively on HiAP framework implementation. The City Planner will be responsible for assessing and tracking city and state legislation, regulations and policies pertinent to the elimination of health disparities especially within high risk areas, to create a healthier community.

**RECOMMENDATION:**

The Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept an award in the amount of \$148,470.65 from the State of Florida Department of Health, Pinellas County Health Department paid by the Foundation for a Healthy St. Petersburg to support the Health in All Policies framework implementation and to execute a grant agreement along with all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department (190-1573); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:**

Revenues of \$148,470.65 will be received from DOH-Pinellas. A supplemental appropriation in the amount of \$148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks and Recreation Department, Parks and Recreation Administration (190-1573) is required.

ATTACHMENTS: Resolution No.2018-210  
Executive Order - 2018-04 Health in All Policies and Projects

**APPROVALS:**

Administration: Kanika Tomalin Budget: Sharon Kee

RESOLUTION NO. 2018-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE HEALTH IN ALL POLICIES GRANT IN THE AMOUNT OF \$148,470.65 FROM THE STATE OF FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT AND TO EXECUTE A GRANT AGREEMENT ALONG WITH ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$148,470.65 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS AND RECREATION DEPARTMENT ADMINISTRATION (190-1573); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Health, Pinellas County Health Department (“DOH-Pinellas”) has awarded the City of St. Petersburg (“City”) a grant in the amount of \$148,470.65 to support the implementation of the Health in All Policies framework; and

WHEREAS, to receive such grant funds from DOH-Pinellas, the City must execute DOH-Pinellas’ grant agreement; and

WHEREAS, the City must expend such grant funds for the services and deliverables required by the grant agreement during the period commencing on July 1, 2018 and ending December 31, 2019; and

WHEREAS, Healthy St. Pete, a community engagement and empowerment initiative, encourages a culture of health via the implementation of diverse strategies that positively impact the many factors that affect health and well-being; and

WHEREAS, policies implemented by the City outside of the traditional health sector significantly affect the social determinants of health, including policies related to urban redevelopment, food access, housing, transportation, public safety, education, sustainability, climate change, parks, air and water quality, criminal justice, and economic development; and

WHEREAS, "Health in All Policies" is consistent with the City's Sustainability Vision and Mission Statement and supports the long-term goals of the Health St. Pete initiative, Integrated Sustainability Action Plan, STAR Community Rating leadership certification, commitment to LEED and Envision standards, the Greenhouse program, Grow Smarter Initiative, and South St. Petersburg CRA Redevelopment plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept the Health in All Policies Grant in the amount of \$148,470.65 from the State of Florida Department of Health, Pinellas County Health Department and to execute a grant agreement along with all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for FY2018:

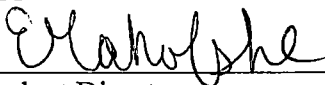
General Fund

Parks and Recreation Department,  
Administration (190-1573)

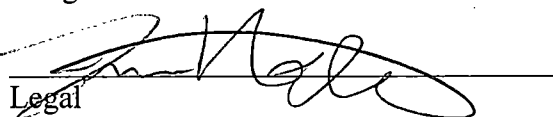
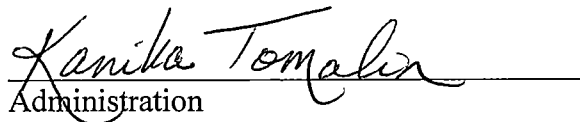
\$148,470.65

This resolution shall take effect immediately upon its adoption.

Approvals:



Budget Director

  
Legal  
Administration

**LOCAL AGREEMENT BETWEEN  
FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT  
205 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701  
AND  
CITY OF ST. PETERSBURG  
175 5<sup>th</sup> Street North  
St. Petersburg, FL 33701**

This Agreement (“Agreement”) is made this \_\_\_\_ Day of \_\_\_\_\_, 2018, by and between the State of Florida Department of Health, Pinellas County Health Department (“DOH-Pinellas”) and the City of St. Petersburg, Florida (“Provider”). The terms and conditions of this Agreement shall become a legal and binding agreement, which is sufficient to procure goods and/or services when this Agreement is signed by both parties (“Effective Date”) and shall expire on December 31, 2019.

**A. Services to be Provided**

1. Definition of Terms.

a. Agreement Terms.

- 1) DOH-Pinellas. Florida Department of Health, Pinellas County Health Department is state and county funded to provide public health services in Pinellas County.
- 2) Provider. The City of St. Petersburg, Florida
- 3) Foundation. The Foundation for a Healthy St. Petersburg works to improve the health and well-being of the local community through initiatives that create sustainable, effective improvements to quality of life. The Foundation’s defined population includes residents of St. Petersburg, Florida and unincorporated South Pinellas County.
- 4) Term. This Agreement shall commence on the Effective Date and shall expire on December 31, 2019 (“Term”).
- 5) The State of Florida’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature.

b. Program Specific Terms.

- 1) City Planner. Professional position involved with work assisting in urban planning activities as they relate to the administration of a variety of City planning programs with an emphasis on public health.
- 2) Health in All Policies grant (HiAP). HiAP is a collaborative approach that integrates health considerations into policymaking across sectors to improve the health of Pinellas County communities and people. The grant period begins on March 12, 2018 and ends on February 28, 2021.
- 3) Pinellas HiAP Advisory Council (“Council”). A group comprised of high level administrators from the DOH-Pinellas, partnering agencies and the Foundation to review goals, objectives and timelines and be responsible of identifying individuals in their respective agencies to act as leaders and be involved in day to day operations to build support among higher level decision makers.
- 4) Pinellas HiAP Consortium (“Consortium”). A group comprised of multi-sectoral partners, many from the Healthy Pinellas Consortium,

familiar with local health issues and a background of informing stakeholders on policy, systems and environmental change strategies to create a healthy community.

- 5) Health Impact Assessment (HIA). A tool that can help communities, decision makers, and practitioners make choices that improve public health through community design.

## 2. General Description.

- a. General Statement. The Provider will designate a City Planner to work exclusively on HiAP and DOH-Pinellas will reimburse the Provider for the salary of the City Planner and related expenditures in accordance with the HIAP line item budget attached hereto and made a part hereof as Attachment I. The Provider will be responsible for assessing and tracking city and state legislation, regulations and policies pertinent to the elimination of health disparities especially within high risk areas, to create healthier communities. The Provider will work with DOH-Pinellas to implement HIA's and develop tool kits to ensure new projects are evaluated based on their healthy implications. The Provider will participate in Council and Consortium meetings and participate in educational sessions and trainings for HIAP.
- b. Scope of Service. DOH-Pinellas has been awarded funding from the Foundation to improve population health and health equity utilizing a Health in All Policies approach to emphasize the consequences of public policies on health determinants. The parties mutually agree to work cooperatively to meet this goal. Each party understands that the funds appropriated under this Agreement have been or are to be granted to DOH-Pinellas and all terms of this Agreement are contingent upon the award and receipt of these funds as anticipated. All provisions of this Agreement shall be interpreted as subject to the availability of these funds.
- c. Major Program Goals. DOH-Pinellas proposes, with the assistance of its community partners, to transform local policymaking by bringing a "Health in All Policies approach" across government and community sectors. The process that will be used will help leaders learn the health consequences of different policy options prior to implementation.

## B. Manner of Service Provision

### 1. Service Tasks.

The Provider will perform the following tasks:

- a. Recruit/designate and maintain a full time City Planner for the HiAP program.
- b. Designate a Council team member.
- c. Participate in trainings and project meetings.
- d. Deliver presentations on the HiAP program to the St. Petersburg City Council.
- e. Identify focus areas and develop HIA's for selected focus areas.
- f. Incorporate HiAP project information on the City of St. Petersburg website.
- g. Submit progress reports.

2. Staffing Requirements

Staffing Levels. One City Planner will be assigned to perform HIAP duties. The Provider will notify the DOH-Pinellas if any actual or anticipated changes in the staff and the need to hire in writing within five (5) days of the change.

Professional Qualifications of City Planner

Graduation from an accredited four-year college or university with major course work in architecture, landscape architecture, city planning or a related field.

3. Provider Responsibilities.

a. Provider Unique Activities:

The Provider agrees to comply with agreement specifications listed in B.1. and B2.

4. DOH-Pinellas Responsibilities.

a. DOH-Pinellas Obligations:

- 1) Provide project management, coordination, training, evaluation and oversight of HIAP activities.
- 2) Facilitate the HiAP program meetings
- 3) Meet all reporting requirements to the Foundation including work plan activity updates, financial, and other benchmarks.

b. DOH-Pinellas Determinations. DOH Pinellas has final authority to approve or reject the quality and acceptability of tendered service deliverables.

**C. Deliverables.** The following deliverables must be completed.

1. Recruit/designate and maintain a full time City Planner for the HiAP.
2. Attend/participate in trainings facilitated by the DOH-Pinellas.
3. Attend scheduled partner meetings facilitated by DOH-Pinellas.
4. Deliver presentations to the St. Petersburg City Council on the progress of HiAP.
5. Develop HIA's for selected city plans, projects or policies prior to implementation.
6. Incorporate HiAP information on the City of St. Petersburg website.
7. Submit year end progress reports to the DOH-Pinellas.

**D. Minimum Performance Levels.**

Provider shall meet the following minimum performance levels:

1. City Planner in place no more than 60 days after this Agreement is executed.
2. City Planner or delegate will attend 100% of scheduled trainings.
3. City Planner or delegate will attend 100% of scheduled Planner meetings.
4. City Planner to deliver at least two presentations to the St. Petersburg City Council. The first by December 31, 2018 and the second by December 31, 2019.
5. Develop and submit to DOH-Pinellas for review a minimum of one HIA by June 2019.
6. HiAP project information incorporated to the City of St. Petersburg website within 60 days after this Agreement is executed.

7. Year 1 end progress report submitted by December 31, 2018. Year 2 end progress report submitted by December 31, 2019.

**E. Method of Payment.**

1) Payment.

This is a cost reimbursement agreement. DOH-Pinellas shall reimburse the Provider for allowable expenditures in accordance with terms of this Agreement (Attachment I) for a total dollar amount not to exceed \$148,470.65 subject to the availability of funds.

2) Invoice Requirement.

- a. The Provider shall request payment monthly through submission of a properly completed invoice, a template of which is set forth in (Attachment II), within forty-five (45) days following the end of the month for which payment is being requested. The invoice must be submitted with supporting documentation. Examples of supporting documentation include, but are not limited to payroll printouts, meeting minutes and agendas, website pages and reports.
- b. Any portion of the deliverable payments received that are not supported by documentation will be returned to the DOH Pinellas. Deliverables that have not been received or have been received and determined to be unacceptable will not be paid or considered for cost reimbursement.
- c. Payments may be authorized only for allowable expenditures on the invoice, which are in accordance with the limits specified on the approved line item budget (Attachment I).

- 3) **Travel:** For all travel expenses, authorized under this Agreement, a travel voucher, Form C-676 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Section 287.058 (1)(b), Florida Statutes, requires that bills for any travel expense shall be submitted in accordance with section 112.061, Florida Statutes, governing payments by the state for traveling expenses. Department of Health 40-1 (Official Travel of Department of Health Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

**F. Financial Consequences** If the Provider does not complete the deliverables specified in Section D. (Minimum Performance Levels), the following consequences will be assessed.

1. Deliverable D. 1. If a full time City Planner is not in place within 60 days after the Effective Date of this Agreement the final invoice will be reduced by 1%.

2. Deliverable D. 2. If the City Planner or delegate does not attend a scheduled training the monthly invoice will be reduced by 1%.
3. Deliverable D.3. If the Planner or delegate does not attend a scheduled Planner meeting the monthly invoice will be reduced by 1%.
4. Deliverable D.4. If a presentation is not delivered to the St. Petersburg City Council by December 31, 2018 the monthly invoice will be reduced by 1%. If a presentation is not delivered to the St. Petersburg City Council by December 31, 2019 the monthly invoice will be reduced by 1%.
5. Deliverable D.5. If a HIA is not developed in by June 30, 2019 the monthly invoice will be reduced by 1%
6. Deliverable D.6. If HiAP information is not uploaded to the City of St. Petersburg website within 60 days of the Effective Date, the monthly invoice will be reduced by 1%.
7. Deliverable D.7. Payment will not be made on the final invoice until Provider submits a final report to DOH Pinellas.

## **G. Special Provisions**

### **1. Monitoring**

- a. The Provider agrees to maintain fiscal records documenting all expenditures that are applicable to this Agreement, participant records, and curriculum materials used in the provision of services. Records will be available for review by DOH-Pinellas.
- b. **Monitoring and Evaluation Methodology.**  
By execution of this Agreement the Provider hereby acknowledges and agrees that its performance under this Agreement must meet the standards set forth above and will be bound by the conditions set forth below. If the Provider fails to meet these standards, DOH-Pinellas, at its exclusive option, may allow up to three (3) months (or other specified time frame depending on the agreement duration) for the Provider to achieve compliance with the standards. If the DOH-Pinellas affords the Provider an opportunity to achieve compliance and the Provider fails to achieve compliance within the specified time frame, DOH-Pinellas will terminate this Agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of DOH-Pinellas.

2. **Discriminatory Vendor List.** Provider acknowledges it is informed of provisions of 287.134 (2)(a), F.S., and represents to DOH-Pinellas that those provisions do not prohibit DOH-Pinellas from contracting with the Provider or any subcontractors hereunder.

3. **Non-expendable Property Clause:** Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$1000 or more per unit and an expected useful life of at least one year.

- a. All such property purchased under this Agreement must be listed on the property records of Provider. Provider must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.
- b. All such property purchased under this Agreement must be inventoried annually and an inventory report must be submitted to the DOH-Pinellas along



with the final expenditure report. A report of non-expendable property must be submitted to DOH-Pinellas along with the expenditure report for the period in which it was purchased.

- 1) Title (ownership) to all non-expendable property acquired with funds from this contract is vested in DOH Pinellas upon completion or termination of this Agreement.
- 2) At no time will the Provider dispose of non-expendable property purchased under this Agreement except with the permission of DOH-Pinellas and in accordance with DOH-Pinellas instructions.
- 3) A written amendment to this Agreement is required prior to the purchase of any item of non-expendable property not specifically listed in Attachment I.
- 4) All property bought with state funds, regardless of dollar amount, is property of the state, unless otherwise noted in this Agreement. As such, the state is entitled to the return of all property once the Agreement has expired.

4. **Public Records.** Provider will comply with all state and federal laws regulating confidentiality and privacy of personal and health information, including HIPAA, and will adhere to DOH privacy policies wherever these are not inconsistent with Provider's policies on these issues.

**If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (727)824-6934, [Karen.Coleman@flhealth.gov](mailto:Karen.Coleman@flhealth.gov) or 205 Dr. Martin Luther King St., N., St. Petersburg, FL 33701.**

5. **E-Verify.** Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this Agreement by the DOH-Pinellas. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this Agreement who are hired by the subcontractor during the term of this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
6. **Insurance.** The Provider is a fully qualified liability self-insurer under Florida Statutes to the extent and limits provided by the statute. The statutory limits are \$200,000 per any one person and \$300,000 per aggregate for any one incident. This self-insurance will cover the actions of the Provider's officers and employees while acting in the scope and course of their employment with Provider. The Provider is a fully qualified self-insurer under Florida Statute 440 for Workers' Compensation. This self-insurance will cover the actions of Provider's officers and employees while acting in the scope and course of their employment

with Provider.

7. **Cooperation with Inspectors General:** Provider acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

End of Text

**Attachments:**

- Attachment I - Line item budget
- Attachment II - Invoice template

CITY OF ST. PETERSBURG, FLORIDA

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_  
Deputy Mayor Dr. Kanika Tomalin  
City Administrator

By: \_\_\_\_\_  
Ulyee, Choe, DO  
County Health Department Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Witness:

\_\_\_\_\_  
Chan Srinivasa, City Clerk

\_\_\_\_\_  
Sign

Witness:

\_\_\_\_\_  
Sign

Approved as to Form and Content

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

**HiAP- LINE ITEM BUDGET  
City of St. Petersburg  
July 1, 2018 – December 31, 2019**

<b>Salary –</b> Salary for City Planner II- 1 FTE		
Salary amounts include anticipated increases and cost of living adjustments.	8/20/18 – 9/30/18 (6wks)	\$6,360.00
	10/01/18 – 9/30/19	\$54,835.92
	10/01/19 – 12/31/19	\$14,120.25
	<b>Total Salary</b>	<b>\$75,316.17</b>
<b>Fringe Benefits</b>	8/20/18 – 9/30/18 (6wks)	\$3,826.29
	10/01/18 – 9/30/19	\$32,901.13
	10/01/19 – 12/31/19	\$8,362.08
	<b>Total Fringe</b>	<b>\$45,089.50</b>
	<b>Total HR Expenses</b>	<b>\$120,405.67</b>
<b>Local Travel –</b>	Travel reimbursement estimated @ 124 miles/month x 18 @ .445/mile	\$993.24
<b>Other Travel and Training</b>	Registration, hotel, travel and per diem	\$1,000.00
<b>Communications –</b>	Cell phone, usage costs	\$960.00
<b>Operating and Office supplies –</b> Supplies	Paper, pens, folders, copying, postage, etc.	\$425.00
<b>Desktop Computer</b>	Dell Optiplex 5050	\$1,300.00
<b>Printer</b>		\$300.00
<b>Software</b>		\$555.00
<b>Data Jack</b>		\$250.00
<b>Technology Charges</b>		
Computer Network (Provider)	\$130/month x 18 months	\$2,340.00
Software (email)	\$32/month x 18 months	\$576.00
	<b>Total Operating Expenses</b>	<b>\$8,699.24</b>
	<b>Sub Total</b>	<b>\$129,104.91</b>
<b>Indirect Cost – 15%</b>		<b>\$19,365.74</b>
	<b>Total</b>	<b>\$148,470.65</b>

**FLORIDA DEPT. OF HEALTH, PINELLAS COUNTY HEALTH DEPT.  
CONTRACT INVOICE**

FEE FOR CONTRACTUAL SERVICES                      DATE \_\_\_\_\_

FROM: City of St. Petersburg                      Invoice # \_\_\_\_\_  
           175 Fifth St. North  
           St. Petersburg, FL 33701                      Invoice Period \_\_\_\_\_

TO:                      Florida Department of Health, Pinellas County Health Department  
                             Berta Coutin – HiAP  
                             205 Dr. M.L.K. Street North  
                             St. Petersburg, Florida 33701

PO #: \_\_\_\_\_

SERVICE PERIOD:    FROM: \_\_\_\_\_ TO: \_\_\_\_\_

EXPENDITURE TYPE	APPROVED BUDGET	CURRENT REQUEST
<b>Health in All Policies</b>		
Salary/Fringe	\$120,405.67	
Travel (local)	\$993.24	
Travel/Training	\$1,000	
Cell Phone Usage	\$960	
Operating/Office Supplies	\$425.00	
Computer/Peripherals	\$2,405.00	
Technology Charges		
Computer Network (Provider)	\$2340.00	
Software (email)	\$576.00	
Indirect Cost	\$19,365.74	
<b>TOTAL</b>	\$148,470.65	\$

Total Amount: _____  Prepared by: _____
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<b>Contract Manager to Complete:</b>  L4-L5: _____ OCA: _____  EO: _____ Object Code: _____  _____
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**INVOICE MUST BE RECEIVED BY DOH Pinellas AS A HARD COPY WITH ORIGINAL SIGNATURE.**