

AUTOMONOMOUS VEHICLES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2021 by and between the City of Clearwater, Florida (“City”) and Pinellas Suncoast Transit Authority (“PSTA”) (collectively, “the Parties”).

RECITALS

WHEREAS, PSTA and the City seek to improve resident and visitor mobility within the City; and

WHEREAS, the Tampa Bay Area Regional Transit Authority (TBARTA) is supportive of autonomous vehicle pilot projects and has executed a Memorandum of Understanding (MOU) with PSTA in support of autonomous vehicle operations in the City of Clearwater; and

WHEREAS, PSTA has entered into an agreement with Beep, Inc. (“BEEP”) to deploy two Olli 1.0 autonomous vehicles (“AV” or “AVs”) on a pre-determined route, (the “Route”) as shown in Exhibit A, in the City (“the AV Project”); and

WHEREAS, in order to prepare for the deployment of the AV Project, certain roadway improvements and preparations within the City are necessary; and

WHEREAS, the City and PSTA have worked in partnership to develop and analyze what roadway improvements are needed in preparation for the deployment of the AV Project; and

WHEREAS, the City desires to perform and maintain such roadway improvements in order to effectuate the deployment of the AV Project; and

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and PSTA hereby agree as follows:

1. PURPOSE

The City and PSTA desire to enter into this Agreement for the performance of certain roadway improvements and preparations in order to effectuate the deployment of the AV Project.

2. DESCRIPTION OF THE IMPROVEMENTS

The improvements to be performed and maintained by the City in order to effectuate the deployment of the AV Project consist of certain roadway improvements more particularly described in Section 3(A) (the “Improvements”).

3. CITY'S RESPONSIBILITIES

- A. In order to effectuate the deployment of AV Project, the City shall perform and maintain the following Improvements:
- a. **Route Infrastructure Improvements:**
- i. Repair of any potholes or other major imperfections (as determined by the City) in the Route roadway that may interfere with the AV Vehicle operations; and
 - ii. Removal or maintenance of vegetation (including tree trimming, hedges, decorative grass, etc.) or other obstructions within the Route that may interfere with the AV Project's operations; and
 - iii. Access to a secure rooftop, if available, for the installation of a Global Navigation Satellite System (GNSS) base station ("GNSS Base Station") in a mutually acceptable location within ¼ mile or less from the centerline of the proposed Route on City property. The City shall not be responsible for the installation or maintenance of the GNSS Base Station or any costs associated therewith. If a secure rooftop on City property is not available, PSTA is responsible for gaining access to a secure rooftop on other property.
 - (1) If the GNSS Base Station is installed on City property, PSTA shall remove or cause to be removed the GNSS Base Station and any associated equipment and materials after the conclusion of the AV Project on a date and at a time mutually agreeable to the Parties.
- b. **Stop Infrastructure Improvements:**
- i. the design, construction and/or installation of ADA compliant landing pad and ramp improvements at AV Project stop locations that do not currently have such infrastructure.
- B. **Ground Support:** in the event the City permits an event to take place that obstructs the path of the AV shuttles or changes the operating environment temporarily, the City will use best efforts to provide PSTA with seven days' notice of such events.
- C. Except as otherwise set forth herein, the City shall be solely responsible for the cost, performance, and maintenance of the Improvements.
- D. The City shall approve temporary Route signage developed, produced, and installed by PSTA if such signage is deemed acceptable by the City and is compliant with applicable requirements of the City's Community Development Code (the "City Code"). The City acknowledges that such signage is considered "government signage" under section 3-1803 of the City Code, and as such is exempt from permitting requirements under the existing City Code. Furthermore, the City acknowledges that pursuant to Section 7 of Chapter 00-424, Laws of Florida, as amended, PSTA is exempt from any permit fees for any permit required for the signage. To the extent practicable, the City will expedite any permit approvals associated with the signage.

- E. The City shall provide PSTA with documentation of the Improvements that are performed and their associated value as these costs will count as an in-kind match to the FDOT grant PSTA received for the AV Project.
- F. The City shall identify a single point of contact representing the City (“City Representative”), who will convey AV Project information to the PSTA Representative (defined herein) and facilitate performance of the Improvements as required by this Agreement.
- G. The City will ensure the participation and engagement of Clearwater Fire and Rescue (CFR) and Clearwater Police Department (CPD) personnel to be trained for emergency response related to the AV Project service vehicles and passenger safety.

4. PSTA’S RESPONSIBILITIES:

- A. PSTA shall be responsible for contracting with the necessary persons or entities to accomplish the deployment of the AV Project, including professional services for the onboarding and commissioning of the AVs, as well as managed services for the complete service, management, maintenance, and operations of the AVs required for a successful deployment. PSTA shall be solely responsible for deploying, maintaining, and operating the AV Project, in PSTA’s sole discretion, including but not limited to selection of a contractor, preparation of the specifications and final plans for the AV Project, and ensuring that all necessary licenses and permits are obtained for the AV Project. Nothing herein shall be construed as a restriction on PSTA’s ability to select such contractor, to refuse to enter into a contract with a contractor, or take any other action during the deployment process.
- B. PSTA shall not be liable to the City for any delays in deploying the AV Project, including but not limited to any delays in connection with PSTA’s contractor(s), supplier(s) or agents thereof.
- C. PSTA shall designate a single point of contact representing PSTA (“PSTA Representative”), who shall coordinate with the City Representative for all matters pertaining to the AV Project as defined in this Agreement.
- D. PSTA shall develop, produce, and install signage at stops along the demonstration Route. Such signage must comply with the applicable requirements of the City Code. The City acknowledges that such signage is considered ‘government signage’ under section 16.40.120.10 of the City Code, and as such is exempt from permitting requirements under the existing City Code. Furthermore, the City acknowledges that pursuant to Section 7 of Chapter 00-424, Laws of Florida, as amended, PSTA is exempt from any permit fees for any permit required for the signage.
- E. PSTA shall work with the selected contractor to provide emergency response training on the AVs for Clearwater Fire and Rescue (CFR) and Clearwater Police Department (CPD) in advance of the deployment.

- F. PSTA shall obtain written concurrence from the City if changes to the Route need to be made.
- G. **Storage Facility & Facility Improvements:**
 - a. PSTA shall obtain access to a storage facility, if available, within a secure area in a mutually acceptable location within ¼ mile or less from the centerline of the proposed Route in a low speed path. If a storage facility on City property is not available, PSTA is responsible for gaining access to a storage facility on other property.
 - b. If the City provides PSTA access to a storage facility, such facility must be able to accommodate the following AV Project support infrastructure and improvements (“Storage Facility Improvements”):
 - i. 200V, 32AMP charging, supporting (National Electrical Manufacturers Association (NEMA) 1450 plugs,
 - ii. Charger installation for autonomous shuttle charging,
 - iii. Access to water for the cleaning of the vehicles,
 - iv. Clearing of non-transit related items in the facility, and
 - c. PSTA shall obtain any reasonable associated improvements required for the storage of the AV shuttles. The City shall not be responsible for the performance, installation or maintenance of the Storage Facility Improvements or any costs associated therewith.

5. NO LIABILITY

The City and PSTA shall be responsible for their respective employees’ acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing contained in this Agreement is intended to nor shall it be construed as an additional waiver of any immunity from liability that the City or PSTA may be entitled to under the doctrine of sovereign immunity beyond the expressed written contractual obligations of the City and PSTA contained in this Agreement. Nothing herein shall be construed as consent by the City or PSTA to be sued by third parties in any matter arising out of this Agreement.

6. PSTA CONTRACTORS

PSTA shall require all persons and entities (including, but not limited to, BEEP) who access City property to perform activities related to the AV Project (“each, a “Third Party”) to defend, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, the “Indemnified Parties”) to the same extent that PSTA will be indemnified in its agreement with the Third Party and for any claims, loss, damage or injury arising out of or in connection with the Third Party’s use of City property. PSTA shall also require any Third Party to name the Indemnified Parties and PSTA as additional insureds under all insurance policies which PSTA requires any Third Party to obtain. At the City’s request, PSTA shall provide the City with Third Party Certificates of Insurance reflecting all required insurance coverage. Additionally, PSTA shall require any Third Party to acknowledge and agree in writing that (i) the City shall not be responsible or liable for damage or destruction of property or any other

interest of the Third Party, regardless of cause and (ii) all Third Party property of every kind and description which may at any time be on City property shall be at the Third Party's sole risk.

7. TERMINATION

This agreement may be terminated by either party upon breach of a material term by the other party. However, prior to terminating this Agreement pursuant to this subsection, the non-breaching party must provide at least fifteen (15) days' written notice to the breaching party providing an opportunity to cure the breach. If the breach is not cured within said cure period, the non-breaching party may terminate this Agreement upon written notice to the other party.

If access to a storage facility is not obtained as set forth in paragraph 4.G above, no later than December 1, 2021, either Party may terminate this Agreement upon written notice provided to the other Party no later than December 16, 2021.

8. EFFECTIVE DATE AND TERM OF AGREEMENT

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

The term of this Agreement shall commence on the effective date of this Agreement and shall terminate upon the termination of the AV Project, as determined in PSTA's sole discretion, unless earlier terminated as provided for herein. Provided, however, this Agreement shall terminate no later than March 31, 2022. The full duration of the AV Project shall be four (4) months, which shall include one month for set up, break down, and shuttle testing and three (3) months for service.

9. AMENDMENTS

This Agreement may be modified or amended only by a document in writing executed by the City and PSTA with the same formality of this Agreement.

10. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

11. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or landlord and tenant or of partnership or of joint venture between the City and PSTA.

12. SEVERABILITY

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

13. NOTICES

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by one party to another shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

If to PSTA:
Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33716
Phone (727) 540-1807
Email Bmiller@psta.net

If to the City:
City Manager
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758
Phone (727) 562-4040
Email micah.maxwell@myclearwater.com

With required copy to:
Alan S. Zimmet, General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
Phone (813) 273-6677
Email Azimmet@bمولaw.com

14. ENTIRE AGREEMENT

This Agreement reflects the full and complete agreement between the City and PSTA regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding the subject matter contained herein.

15. SURVIVAL

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

16. NON-APPROPRIATION

The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City 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 obligations of the City pursuant to this Agreement. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for its respective costs of the AV shuttle program, PSTA shall notify the City of such occurrence, and this Agreement shall automatically terminate and be of no further force or effect.

17. FORCE MAJEURE

Neither party shall be liable for its non-performance or delayed performance under this Agreement if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party.

18. COMPLIANCE WITH LAWS

City and PSTA shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (“Laws”).

19. COUNTERPARTS; ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law and City and PSTA policies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF CLEARWATER, FLORIDA

ATTEST

By: _____
Frank V. Hibbard
Mayor

By: _____
Rosemarie Call
City Clerk
(SEAL)

By: _____
Micah Maxwell
Interim City Manager

Approved as to Form and Content

Matthew J. Mytych, Esq.
Assistant City Attorney

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST

By: *BM*
Brad Miller, Chief Executive Officer

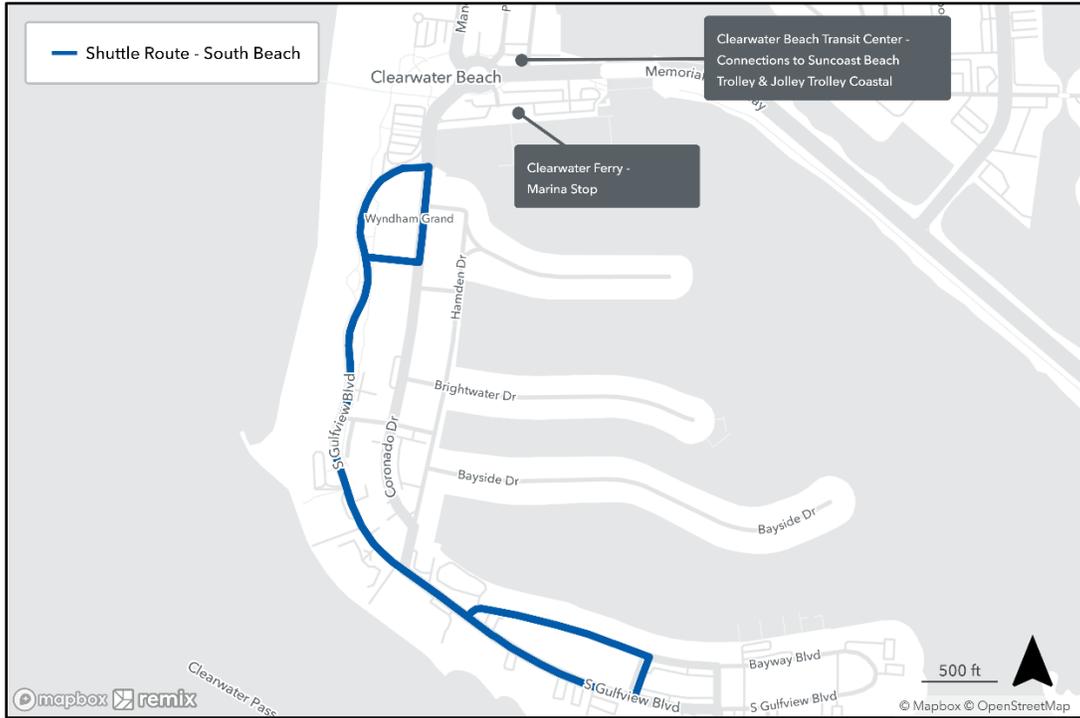
By: *Rachael Cappolla*
Rachael Cappolla,
Executive Assistant

Approved as to form:

APPROVED
By Alan S. Zimmat at 1:55 pm, 10/18/21

Alan S. Zimmat, General Counsel

EXHIBIT A – AV DEMONSTRATION ROUTE MAP



The AV demonstration project will be conducted on the proposed route depicted above. The route is primarily located on Gulfview Blvd. in Clearwater, FL starting in the vicinity of Pier 60 and ending on Parkway Dr. The AV shuttle will operate on a continuous loop between the termini.