



Kyle Arrison <karrison@pinellas-park.com>

RE: Atty Doc# 25-188 MOU Debris Operations -- Attorney Review

Randy Mora <Randy@cityattorneys.legal>

Thu, Aug 21, 2025 at 1:31 PM

To: Kyle Arrison <karrison@pinellas-park.com>, "Keith Jr. Sabiel" <kesabiel@pinellas-park.com>

Cc: City Clerks <cityclerk@pinellas-park.com>, City Legal <citylegal@pinellas-park.com>, Zoe Rawls <zoe@cityattorneys.legal>, "James W. Denhardt" <denhardtlaw@aol.com>

All,

It is my understanding that this Attorney Document has ben prioritized for resolution today.

Legal Review

This document is approved as to form.

Format:

I don't have the original Word document, but wanted to make sure some of these formatting issues are considered.

- **Justification:** Though not a legal comment, I note that the left justification (as opposed to full justification) of the document appears odd for this type of document.
- **Subsection Headings:**
 - Subsection I.A. as the bold text next to the letter, but Subsection I.B. has a carriage return before the letter "B" and the word "Disaster Debris Management Sites".
- **Lines:** There are a series of lines on the left margin, suggesting the original word document was still in track change format.
- **Outline:**
 - The headings in I., II., and III., are immediately followed by subheadings in the A., B. C. *then* 1., 2., 3. Sequence.
 - In Section IV, however, it skips the A, B, B sequencing and goes right to 1., 2., and 3.
 - I suggest making the outline formatting consistent through the document.

Respectfully,

Randy

From: Carmen Ferrer <cferrer@pinellas-park.com>
Sent: Friday, August 15, 2025 11:23 AM
To: City Legal <citylegal@pinellas-park.com>; Randy Mora <Randy@cityattorneys.legal>; Zoe Rawls <zoe@cityattorneys.legal>; James W. Denhardt <denhardtlaw@aol.com>
Cc: City Clerks <CityClerk@pinellas-park.com>
Subject: Atty Doc# 25-188 MOU Debris Operations

Good morning,

Please see the attached documents for your review.

Thank you,

Carmen Ferrer

Deputy City Clerk

City Clerk Office

[5141 78th Avenue N](#)

[Pinellas Park, FL 33781](#)

Phone: (727)369-0618

 **Atty Reveiw for MOU with South Pasadena.pdf**
305K

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PINELLAS PARK AND THE CITY OF SOUTH PASADENA
FOR MUTUAL AID, USE OF DEBRIS MANAGEMENT SITES, AND FUEL
OPERATIONS

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2025, by and between the

City of Pinellas Park, Florida (hereinafter "Pinellas Park"), a municipal corporation with its principal offices located at 5141 78th Avenue N, Pinellas Park, Florida 33781, and the

City of South Pasadena, Florida (hereinafter "South Pasadena"), a municipal corporation with its principal offices located at 7047 Sunset Drive S, South Pasadena, Florida 33707 (hereinafter collectively referred to as "the Parties").

WHEREAS, both Pinellas Park and South Pasadena recognize the potential for natural disasters, emergencies, or other events that may generate significant amounts of debris requiring efficient and effective management; and

WHEREAS, Pinellas Park maintains and operates debris management sites and possesses resources that may be beneficial to South Pasadena in the event of such an emergency; and

WHEREAS, South Pasadena may require access to debris management sites and associated resources for the collection, staging, processing, and disposal of debris generated within its municipal boundaries; and

WHEREAS, the availability of emergency fuel services is a critical component of an effective disaster response and recovery effort; and

WHEREAS, both parties desire to establish a framework for mutual aid and cooperation to enhance their respective capabilities in debris management and to promote the health, safety, and welfare of their communities;

NOW, THEREFORE, BE IT KNOWN, that in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to establish a framework for mutual aid and cooperation between Pinellas Park and South Pasadena concerning:

A. Emergency Fuel Services: The provision of emergency fuel for critical governmental vehicles and equipment during declared emergencies when normal supply chains are disrupted.

B. Disaster Debris Management Sites (DDMS): The use of Pinellas Park's debris management sites and associated resources for the collection, staging, processing, and disposal of debris generated within South Pasadena's municipal boundaries during declared emergencies or other events requiring such assistance. This MOU aims to facilitate a rapid and coordinated response to debris management needs.

II. DEFINITIONS

For the purposes of this MOU, the following definitions shall apply:

- "Assisting Party": The City of Pinellas Park when providing aid to South Pasadena.
- "Debris": Any material resulting from a natural disaster, emergency, or other event, including but not limited to vegetative debris, construction and demolition debris, white goods, and hazardous waste, as defined by applicable federal, state, and local regulations.
- "Debris Management Site (DMS)": A designated area maintained and operated by Pinellas Park for the temporary storage, processing (e.g., grinding, sorting), and/or transfer of debris prior to final disposal.
- "Declared Emergency": A state of emergency declared by federal, state, or local authorities impacting either or both parties, justifying the need for mutual aid as contemplated herein.
- "Mutual Aid": The provision of resources, including but not limited to access to DMS, equipment, and personnel, by one party to the other in response to a declared emergency or other agreed-upon event.
- "Requesting Party": The City of South Pasadena when requesting aid from Pinellas Park.

III. SCOPE OF SERVICES AND MUTUAL AID PROVISIONS

A. Emergency Fuel Services:

1. **Request for Aid:** The Requesting Party shall make a formal request for emergency fuel, preferably in writing (email acceptable), to the designated contact person(s) in the Assisting Party. The request shall include:
 - A description of the emergency or event.
 - The type and estimated quantity of fuel needed.
 - The requested duration of the need.
 - The proposed method of transport or access.
2. **Availability and Prioritization:** The Assisting Party shall make reasonable efforts to provide the requested fuel, subject to its own operational needs and available resources. Priority for fuel distribution shall be given to essential emergency response vehicles and equipment (e.g., police, fire, EMS, public works).
3. **Dispensing and Transportation:** The Parties shall coordinate on the most efficient and safe methods for dispensing and transporting fuel, which may include the use of mobile fueling units, designated fueling stations located at 6151 78th Avenue North, Pinellas Park Fl 33781, or other mutually agreed-upon arrangements.

B. Disaster Debris Management Sites (DDMS):

1. **Availability of Debris Management Sites:** Pinellas Park agrees to make its designated Debris Management Site(s) available to South Pasadena, to the extent practicable and consistent with Pinellas Park's own operational needs, during a Declared Emergency or other event requiring significant debris management. The specific DMS locations available will be communicated by Pinellas Park at the time of the request.
2. **Types of Debris Accepted:** Pinellas Park shall specify the types of debris that can be accepted at its DMS, consistent with its operational permits and capabilities. South Pasadena shall ensure that only approved debris types are transported to the DMS.
3. **Request for Aid:** South Pasadena shall make a formal request for mutual aid, preferably in writing (email acceptable), to the designated contact person(s) in Pinellas Park. The request shall include:
 - A description of the emergency or event.
 - The type and estimated volume of debris.
 - The requested duration of access to the DMS.
 - Any specific equipment or personnel assistance requested.
 - Pinellas Park shall respond to the request within a reasonable timeframe, indicating its ability to provide the requested aid, any limitations, and the terms of access.
4. **Operational Procedures:**
 - Pinellas Park will designate a DMS site to South Pasadena for its sole use.
 - South Pasadena shall be responsible for the collection, loading, and transportation of debris from its jurisdiction to the designated DMS.
 - South Pasadena personnel shall direct the placement and processing of debris within the DMS.
 - South Pasadena personnel and contractors operating within the DMS shall adhere to all operational procedures, safety regulations, and environmental guidelines established by Pinellas Park and applicable regulatory agencies.
 - Pinellas Park and South Pasadena shall jointly maintain operational control and management of the designated DMS.
 - South Pasadena shall ensure that all vehicles and equipment used for debris transport and handling are properly maintained, insured, and operated by qualified personnel.
 - South Pasadena shall be responsible for site restoration to previous condition.
 - South Pasadena shall be responsible for all costs associated maintaining, operating, and restoring the DMS after the completion of its debris operation.
5. **Personnel and Equipment (Optional):** If requested and agreed upon, Pinellas Park may provide personnel and/or equipment to assist with debris management operations at the DMS or within South Pasadena's jurisdiction. The terms of such assistance, including availability and cost, shall be negotiated and agreed upon at the time of the request.

IV. REIMBURSEMENT AND COST SHARING

- A. **Cost Recovery Emergency Fuel Services:** South Pasadena shall reimburse Pinellas Park for the actual cost of the fuel provided, including any associated transportation, dispensing, or direct costs, ... Direct costs may include, but are not limited to:

- Operational costs associated with the use of the fuel islands
- Any administrative costs directly related to managing South Pasadena's use of fuel services

B. Cost Recovery Disaster Debris Management Sites (DDMS)

- South Pasadena shall be responsible for all costs associated with maintaining, operating and final disposal of any debris at designated DMS site.
- If Pinellas Park incurs any expenses for the maintaining, operating or restoring the DMS Site, it will notify South Pasadena in writing.

C. Invoicing and Payment:

- Pinellas Park shall maintain accurate records of all costs incurred related to South Pasadena's use of fuel services, DMS, and provision of mutual aid.
- Pinellas Park shall submit itemized invoices to South Pasadena on a Monthly basis, or upon conclusion of the disaster operations.
- South Pasadena shall review and remit payment to Pinellas Park within thirty (30) days of receipt of a valid invoice.

D. FEMA Public Assistance: Both parties acknowledge that costs incurred under this MOU may be eligible for reimbursement through federal or state disaster assistance programs (e.g., FEMA Public Assistance). Both parties agree to cooperate fully in documenting costs and submitting claims for such reimbursement. South Pasadena shall be responsible for submitting its own claims for reimbursement, including those costs reimbursed to Pinellas Park.

V. TERM AND TERMINATION

- A. Term:** This MOU shall become effective on the date of the last signature below and shall remain in effect for a period of five (5) years, unless terminated earlier as provided herein. This MOU may be renewed for successive terms upon mutual written agreement of both parties.
- B. Termination:** Either party may terminate this MOU by providing sixty (60) days' written notice to the other party. Termination shall not relieve either party of obligations incurred prior to the effective date of termination, including but not limited to payment for services rendered.

VI. INDEMNIFICATION AND LIABILITY

- A. South Pasadena's Indemnification:** To the fullest extent permitted by law, South Pasadena shall indemnify, defend, and hold harmless Pinellas Park, its officers, agents, and employees, from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with South Pasadena's operations, acts, or omissions, or those of its contractors or agents, related to the use of Pinellas Park's DMS or the receipt of mutual aid under this MOU, except to the extent caused by the gross negligence or willful misconduct of Pinellas Park.

- B. **Pinellas Park's Indemnification:** To the fullest extent permitted by law, Pinellas Park shall indemnify, defend, and hold harmless South Pasadena, its officers, agents, and employees, from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Pinellas Park's operations, acts, or omissions, or those of its contractors or agents, related to the provision of mutual aid or the operation of its DMS under this MOU, except to the extent caused by the gross negligence or willful misconduct of South Pasadena.
- C. **Sovereign Immunity:** Nothing in this MOU shall be construed as a waiver of either party's sovereign immunity or the limitations on liability as provided by Florida Statutes, Section 768.28, or any other applicable law.

VII. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this MOU to the extent such failure or delay is caused by acts of God, war, terrorism, civil disturbance, fire, flood, or other similar causes beyond its reasonable control and without its fault or negligence. The party experiencing the force majeure event shall promptly notify the other party and use reasonable efforts to mitigate the effects of the event.

VIII. AMENDMENTS

This MOU may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both Pinellas Park and South Pasadena.

IX. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail (return receipt requested), or by recognized overnight courier service to the addresses set forth below, or to such other addresses as either party may designate in writing:

If to the City of Pinellas Park: City Manager City of Pinellas Park 5141 78th Avenue N Pinellas Park, Florida 33781

If to the City of South Pasadena: City Manager City of South Pasadena 7047 Sunset Drive S South Pasadena, Florida 33707

X. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any legal action arising under this MOU shall be in the appropriate court in Pinellas County, Florida.

XI. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

XII. SEVERABILITY

If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XIII. AUTHORIZED REPRESENTATIVES

Each party represents and warrants that its respective signatory below has the full power and authority to enter into this MOU and to bind the party on whose behalf the signature is made.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first written above.

CITY OF PINELLAS PARK, FLORIDA

By: _____

Name: _____

Title: City Manager

Date: _____

ATTEST:

By: _____

Name: _____

Title: City Clerk

CITY OF SOUTH PASADENA, FLORIDA

By: _____

Name: _____

Title: City Administrator

Date: _____

ATTEST:

By: _____

Name: _____

Title: City Clerk