



# City of Pinellas Park

## City Council

### Agenda

Thursday, July 25, 2019

6:00 PM

City Council Chambers

#### CALL TO ORDER

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

##### SPECIAL PRESENTATION

##### SERVICE AWARDS

#### PUBLIC COMMENT AND CORRESPONDENCE

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

**AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL**

#### II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of July 11, 2019, as on file in the City Clerk's office.

#### III. PUBLIC HEARINGS

- P1 ORDINANCE NO. 4085. ANNEXING INTO THE CITY OF PINELLAS PARK, CERTAIN PARCELS OF LAND LOCATED BETWEEN 62ND AVENUE NORTH AND 64TH AVENUE NORTH, AND 68TH STREET NORTH AND 66TH LANE NORTH (HABITAT FOR HUMANITY OF PINELLAS, INC. AX19-1)**

##### **PUBLIC HEARING, SECOND AND FINAL READING**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 6.42 acres MOL of contiguous residential property located between 62nd Avenue North and 64th Avenue North, and 68th Street North and 66th Lane North.

*C2 on 7/11/19 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4085. Public hearing, second and final reading.

**Department:** Community Development

**Reference Material:** [AX19-1 - Habitat for Humanity Ordinance, signed petition, attorney letter, BOCC ad request](#)

**P2     ORDINANCE NO. 4086.     AMENDING ORDINANCE NO. 4070 FOR THE FISCAL YEAR 2018/2019**

**PUBLIC HEARING, SECOND AND FINAL READING**

**(Speaker - Dan Katsiyiannis, Management and Budget Administrator)**

NOTE: This amendment represents the last budget amendment for this fiscal year. The amendment provides for minor maintenance of several items in the General, Confiscated, and Capital Equipment Replacement Funds. The Capital Improvement Fund is being amended to provide for the CRA purchase and demolition of the hotel on Park Blvd (\$967,000) and the completion of the sidewalks at England Brothers Park (\$100,000). In total, the City's overall budget will increase by \$683,181.

*C9 on 7/11/19 on Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4086. Public hearing, second and final reading.

**Department:**             OMB

**Reference Material:**   [Budget Ordinance, Budget Amendment](#)

**P3     RESOLUTION 19-10.     A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA APPROVING THE SUBMISSION OF THE 2019 -2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.**

**PUBLIC HEARING, FIRST AND FINAL READING**

**(Speaker - Tammy Hillier, Community Services Manager)**

NOTE: This is a Resolution to approve the Community Development Block Grant Fiscal Year 2019 Action Plan that will be submitted to the U.S. Department of Housing and Urban Development as part of the Department's annual application process. The City expects to receive an allocation of \$379,059 in federal funding to be used for infrastructure improvements including sidewalk and ADA ramp installation in the Fairlawn Park neighborhood, expected cost (\$322,201); and for planning and administration expenses necessary for overseeing the program, expected cost (\$56,858).

ACTION: (Adopt - Deny) Resolution No. 19-10. Public hearing, first and final reading.

**Department:**             Community Development

**Reference Material:**   [Staff Report Action Plan Resolution Attorney Letter](#)



**IV. CONSENT AGENDA**

**C1 RECEIPT OF RESIGNATION AND APPOINTMENT TO PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**

NOTE: At the March 22, 2012 City Council Meeting, Councilwoman Patricia Johnson was appointed to represent the City of Pinellas Park on the Pinellas Suncoast Transit Authority Board. Due to personal reasons, Councilwoman Johnson will be resigning her position and Vice-Mayor Keith Sabiel has agreed to serve the unexpired term of Councilwoman Johnson through September 30, 2019.

ACTION: (Approve - Deny) the resignation of Councilwoman Patricia Johnson as the City representative on the Pinellas Suncoast Transit Authority Board and the appointment of Vice-Mayor Keith Sabiel to serve the unexpired term that expires on September 30, 2019.

**Department:** City Clerk

**C2 REAPPOINTMENT TO PLANNING AND ZONING COMMISSION - Dennis Shelley**

NOTE: The term of Dennis Shelley will expire July 28, 2019. He was appointed in May 2004 and has expressed an interest in continuing to serve on the Planning and Zoning Commission for another term.

ACTION: (Approve - Deny) The reappointment of Dennis Shelley to serve as a member of the Planning and Zoning Commission with his term to expire July 31, 2022.

**Department:** Community Development

**Reference Material:** [Signed letter of interest, attendance record](#)

**C3 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A WARRANTY DEED FOR PROPERTY FROM MATTER BROTHERS REAL ESTATE, L.C. - 7801 U.S. Highway 19 North**

NOTE: The Public Works Department requests that the City of Pinellas Park accept a Warranty Deed from the Matter Brothers Real Estate, L.C. for a Six Hundred and Thirty-Nine (639) foot by Twenty-Five (25) foot segment of property. The area is of interest to the City of Pinellas Park for right-of-way purposes.

ACTION: (Approve - Deny) Authorization for the City to accept a Warranty Deed for property on 7801 U.S. Highway 19 North from Matter Brothers Real Estate, L.C.

**Department:** Community Development

**Reference Material:** [Matter Brothers-Staff report, maps, photos, atty response](#)

**C4     AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A WARRANTY DEED FOR PROPERTY FROM THE COMMUNITY BIBLE BAPTIST CHURCH OF ST. PETERSBURG, INC. - 6565 78th Avenue North**

NOTE: The Public Works Department requests that the City of Pinellas Park accept a Warranty Deed from the Community Bible Baptist Church of St. Petersburg, Inc. for a Fifteen (15) foot by One Hundred and Twenty (120) foot segment of property. The area is of interest to the City of Pinellas Park for right-of-way purposes.

ACTION: (Approve - Deny) Authorization for the City to accept a Warranty Deed for property on 6565 78th Avenue North from the Community Bible Baptist Church of St. Petersburg, Inc.

**Department:**             Community Development

**Reference Material:**    [staff report, maps, warranty deed, atty letter](#)

**C5     AUTHORIZATION FOR MAYOR TO SIGN ADDENDUM TO SOLID WASTE AND RECYCLING COLLECTION CONTRACT WITH WASTE MANAGEMENT, INC. OF FLORIDA**

NOTE: Pinellas County has notified Waste Management, Inc. of Florida that the disposal fee charged for the disposal of waste will increase by six percent (6%) each year for the next three fiscal years commencing October 1, 2019. Pursuant to Section 22. (B) of the Solid Waste and Recycling Collection Contract dated August 17, 2015, Waste Management, Inc. of Florida has petitioned the City for a rate adjustment based on this increase.

ACTION: (Approve - Deny) Authorization for Mayor to sign addendum to Solid Waste and Recycling Collection Contract with Waste Management, Inc. of Florida.

**Department:**             Finance

**Reference Material:**    [ADDENDUM TO SOLID WASTE AND RECYCLING COLLECTION CONTRACT 1](#)

**C6     AUTHORIZATION FOR THE MAYOR AND CITY MANAGER TO SIGN THE 2019 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY**

NOTE: The Pinellas County Emergency Medical Services Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County. The Authority has contracted with municipalities and special fire districts to provide First Responder Services. The 2019 Emergency Medical Services ALS First Responder Agreement extends such contracted services through September 30, 2024, and may be extended for an additional five (5) year period following the

initial term.

ACTION: (Approve - Deny) Authorization for the Mayor and City Manager to sign the 2019 Emergency Medical Services ALS First Responder Agreement between the City of Pinellas Park, Florida and the Pinellas County Emergency Medical Services Authority.

**Department:** Fire

**Reference Material:** [Emergency Medical Services ALS First Responder Agreement, City Attorney letter](#)

**C7 AUTHORIZATION FOR THE MAYOR AND CITY MANAGER TO SIGN THE 2019 FIRE PROTECTION SERVICES AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**

NOTE: The Pinellas County Board of County Commissioners is the governing body of the Pinellas County Fire Protection Authority, a special district created to establish and implement a permanent plan of fire protection in Pinellas County, determine minimum service levels, establish uniform standards, provide for automatic and mutual aid, and provide fire protection services for unincorporated Pinellas County. The Agreement establishes responsibilities and standards of service and provides for compensation for services to unincorporated Pinellas County. The term of the 2019 Fire Protection Services Agreement is October 1, 2019 through September 30, 2024. The Agreement may be extended for an additional five (5) year period following the initial term.

ACTION: (Approve - Deny) Authorization for the Mayor and City Manager to sign the 2019 Fire Protection Services Agreement between the City of Pinellas Park, Florida and the Pinellas County Board of County Commissioners.

**Department:** Fire

**Reference Material:** [2019 Fire Protection Services Agreement, City Attorney letter](#)

**C8 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL DRAINAGE AND UTILITY EASEMENT FROM CONGAREE RIVER LLC - 10450 66TH STREET N**

NOTE: The City of Pinellas Park and Congaree River LLC have requested a perpetual drainage and utility easement at 10450 66th Street N. to access their existing drainage and utility infrastructure and for the future maintenance and operation of said infrastructure at 10450 66th Street N.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual drainage and utility easement at 10450 66th Street N.

**Department:** Public Works

**Reference Material:** [10450 66th St N Drainage & Utility Easement backup](#)

**C9 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL INGRESS/EGRESS AND UTILITY EASEMENT FROM PYRAMID ENTERPRISES - SOUTH OF 118TH AVENUE NORTH AND EAST OF 66TH STREET NORTH**

NOTE: The City of Pinellas Park has requested a perpetual ingress/egress and utility easement from Pyramid Enterprises to access their existing utility infrastructure and for the future maintenance and operation of said infrastructure.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual ingress/egress and utility easement from Pyramid Enterprises south of 118th Avenue North and east of 66th Street North.

**Department:** Public Works

**Reference Material:** [118th Ave east of 66th St Ingress Egress & Utility Easement backup](#)

**C10 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION CONTRACT - BID FSA18-VEH16.0 - One 2019 International MV Grapple Truck**

NOTE: This new grapple truck will be used by the Public Works Department to perform routine duties throughout the City. The cost for this equipment is \$144,421.00 and will be charged to account 501412-566109.

ACTION: (Approve - Deny) Authorization to purchase under Florida Sheriff's Association Contract - BID FSA18-VEH16.0, one grapple truck for the Public Works Department from Sun State International Trucks, LLC., Tampa, Florida at a cost of \$144,421.00 to be charged to the appropriate account.

**Department:** Public Works

**Reference Material:** [quote](#)

**V. REGULAR AGENDA**

NONE

**VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL**

## **VII. ADJOURNMENT**

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

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AUGUST

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
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		5:30 PM Council Workshop		5:30 PM Agenda Session 6:00 PM Council Meeting		
11	12	13	14	15	16	17
Tisha B'av			Pancake Breakfast Senior Center  Florida League of Cities	Florida League of Cities	Florida League of Cities	Woodstock Tribute Concert Performing Arts Center  Florida League of Cities
18	19	20	21	22	23	24
		Organ Concert City Auditorium  5:30 PM Council Workshop  CRA After Workshop		5:30 PM Agenda Session 6:00 PM Council Meeting		Fourth Saturday Art Walk
25	26	27	28	29	30	31
						Islamic New Year

# SEPTEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																																																																				
1	2  Brush Site Closed Labor Day City Offices & Library Closed	3  5:30 PM Council Workshop	4	5  5:30 PM Agenda Session 6:00 PM Council Meeting	6	7																																																																																				
8  National Grandparents Day	9	10	11  Pancake Breakfast Senior Center	12	13	14  Pride in the Park Clean-Up																																																																																				
15	16	17  Constitution Day Organ Concert City Auditorium  5:30 PM Council Workshop CRA After Workshop	18	19  5:30 PM Agenda Session 6:00 PM Council Meeting	20	21																																																																																				
22	23  Autumn Begins	24	25	26	27  German American Society Oktoberfest	28  German American Society Oktoberfest  3 Dog Night Tribute Concert Performing Arts Center  Movies in the Park Fourth Saturday Art Walk																																																																																				
29	30  Rosh Hashanah Begins				<div>AUGUST</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr></table>	S	M	T	W	T	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<div>OCTOBER</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr></table>	S	M	T	W	T	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
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# City of Pinellas Park

## Staff Report

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**File #:** 19-177, **Version:** 1

**Agenda Date:** 7/25/2019

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**ORDINANCE NO. 4085. ANNEXING INTO THE CITY OF PINELLAS PARK, CERTAIN PARCELS OF LAND LOCATED BETWEEN 62ND AVENUE NORTH AND 64TH AVENUE NORTH, AND 68TH STREET NORTH AND 66TH LANE NORTH (HABITAT FOR HUMANITY OF PINELLAS, INC. AX19-1)**

### **PUBLIC HEARING, SECOND AND FINAL READING**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 6.42 acres MOL of contiguous residential property located between 62nd Avenue North and 64th Avenue North, and 68th Street North and 66th Lane North.

*C2 on 7/11/19 Council agenda.*

**ACTION:** (Pass - Deny) Ordinance No. 4085. Public hearing, second and final reading.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, CERTAIN PARCELS OF LAND GENERALLY LOCATED BETWEEN 62<sup>ND</sup> AVENUE NORTH AND 64<sup>TH</sup> AVENUE NORTH AND 68<sup>TH</sup> STREET NORTH AND 66<sup>TH</sup> LANE NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC. AX19-1)

WHEREAS, the Owner of certain parcels of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located between 62<sup>nd</sup> Avenue North and 64<sup>th</sup> Avenue North, and 68<sup>th</sup> Street North and 66<sup>th</sup> Lane North, and legally described as attached hereto in Exhibit 'A' and made a part hereof, and depicted in Exhibit 'B' and made a part hereof, lying within Section 31, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein

annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of R-4 which is the closest compatible to the County RMH zoning on the subject parcels at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PUBLISHED MAP & TITLE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PUBLISHED MAP ONLY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PUBLIC HEARING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
**SANDRA L. BRADBURY, MAYOR**

\_\_\_\_\_  
**DIANE M. CORNA, MMC, CITY CLERK**

## ANNEXATION ORDINANCE LEGAL

### HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0030  
LOCATED AT: 67TH LANE, AND REFERRED TO HEREIN AS PARCEL 3 OF BLOCK E  
ALL OF LOT 3, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0030.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0040  
LOCATED AT: 67TH LANE, AND REFERRED TO HEREIN AS PARCEL 4 OF BLOCK E  
ALL OF LOT 4, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0040.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0050  
LOCATED AT: 67TH LANE, AND REFERRED TO HEREIN AS PARCEL 5 OF BLOCK E  
ALL OF LOT 5, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0050.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0060  
LOCATED AT: 67TH LANE, AND REFERRED TO HEREIN AS PARCEL 6 OF BLOCK E  
ALL OF LOT 6, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0060.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0070  
LOCATED AT: 67TH LANE, AND REFERRED TO HEREIN AS PARCEL 7 OF BLOCK E  
ALL OF LOT 7, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0070.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0160  
LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 16 OF BLOCK E  
ALL OF LOT 16, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0160.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0170  
LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 17 OF BLOCK E  
ALL OF LOT 17, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0170.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0180

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 18 OF BLOCK E ALL OF LOT 18, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0180.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0190

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 19 OF BLOCK E ALL OF LOT 19, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0190.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0200

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 20 OF BLOCK E ALL OF LOT 20, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0200.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0210

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 21 OF BLOCK E ALL OF LOT 21, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0210.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0220

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 22 OF BLOCK E ALL OF LOT 22, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0220.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0230

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 23 OF BLOCK E ALL OF LOT 23, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0230.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0240

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 24 OF BLOCK E ALL OF LOT 24, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0240.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0250

LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 25 OF BLOCK E ALL OF LOT 25, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0250.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0260  
LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 26 OF BLOCK E  
ALL OF LOT 26, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0260.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0270  
LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 27 OF BLOCK E  
ALL OF LOT 27, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0270.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0280  
LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 28 OF BLOCK E  
ALL OF LOT 28, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0280.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0290  
LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 29 OF BLOCK E  
ALL OF LOT 29, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0290.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-005-0300  
LOCATED AT: 68TH STREET, AND REFERRED TO HEREIN AS PARCEL 30 OF BLOCK E  
ALL OF LOT 30, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0300.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0010  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 1 OF BLOCK D  
ALL OF LOT 1, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0010.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0020  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 2 OF BLOCK D  
ALL OF LOT 2, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0020.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0030  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 3 OF BLOCK D  
ALL OF LOT 3, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0030.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0040

LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 4 OF BLOCK D  
ALL OF LOT 4, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0040.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0050  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 5 OF BLOCK D  
ALL OF LOT 5, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0050.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0060  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 6 OF BLOCK D  
ALL OF LOT 6, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0060.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0070  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 7 OF BLOCK D  
ALL OF LOT 7, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0070.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0080  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 8 OF BLOCK D  
ALL OF LOT 8, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0080.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0090  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 9 OF BLOCK D  
ALL OF LOT 9, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0090.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0100  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 10 OF BLOCK D  
ALL OF LOT 10, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0100.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0110  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 11 OF BLOCK D  
ALL OF LOT 11, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0110.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0120  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 12 OF BLOCK D  
ALL OF LOT 12, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS

COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0120.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0130  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 13 OF BLOCK D  
ALL OF LOT 13, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0130.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0140  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 14 OF BLOCK D  
ALL OF LOT 14, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0140.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0150  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 15 OF BLOCK D  
ALL OF LOT 15, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0150.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-004-0160  
LOCATED AT: 67TH LANE, AND REFERRED TO HEREIN AS PARCEL 16 OF BLOCK D  
ALL OF LOT 16, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK D, CENTRAL PARK,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA, PARCEL#31-30-16-14598-004-0160.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0160  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 16 OF BLOCK C  
LOT 16, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0160.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0170  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 17 OF BLOCK C  
LOT 17, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0170.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0180  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 18 OF BLOCK C  
LOT 18, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0180.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0190  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 19 OF BLOCK C  
LOT 19, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0190.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.



PARCEL: 31-30-16-14598-003-0200  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 20 OF BLOCK C  
LOT 20, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0200.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0210  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 21 OF BLOCK C  
LOT 21, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0210.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0220  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 22 OF BLOCK C  
LOT 22, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0220.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0230  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 23 OF BLOCK C  
LOT 23, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0230.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0240  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 24 OF BLOCK C  
LOT 24, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0240.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0250  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 25 OF BLOCK C  
LOT 25, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0250.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0260  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 26 OF BLOCK C  
LOT 26, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0260.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0270  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 27 OF BLOCK C  
LOT 27, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0270.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0280  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 28 OF BLOCK C  
LOT 28, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0280.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0290

LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 29 OF BLOCK C LOT 29, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0290.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
PARCEL: 31-30-16-14598-003-0300  
LOCATED AT: 67TH WAY, AND REFERRED TO HEREIN AS PARCEL 30 OF BLOCK C LOT 30, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0300.  
A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
RIGHT OF WAY AT 67TH WAY NORTH  
THAT 45.00' RIGHT OF WAY, WEST OF AND ADJACENT TO LOTS 16 THROUGH 30, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID RIGHT OF WAY IS BOUND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 64TH AVENUE NORTH, AND BOUND ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF 62ND AVENUE NORTH. THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.  
A PARCEL CONTAINING 0.62 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
RIGHT OF WAY AT 68TH STREET NORTH  
THAT 22.50' PORTION OF 68TH STREET RIGHT OF WAY, (CEDAR AVENUE PER PLAT), WEST OF AND ADJACENT TO LOTS 16 THROUGH 30, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID RIGHT OF WAY IS BOUND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 64TH AVENUE NORTH, AND BOUND ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF 62ND AVENUE NORTH. THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.  
A PARCEL CONTAINING 0.31 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
RIGHT OF WAY AT 67TH LANE NORTH  
THAT 22.50' PORTION OF 67TH LANE RIGHT OF WAY, (PINE AVENUE PER PLAT), EAST OF AND ADJACENT TO LOTS 3 THROUGH 7, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.  
A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
RIGHT OF WAY AT 67TH LANE NORTH  
THAT 22.50' PORTION OF 67TH LANE RIGHT OF WAY, (PINE AVENUE PER PLAT), WEST OF AND ADJACENT TO LOT 16, BLOCK D, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.  
A PARCEL CONTAINING 0.02 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
ALLEYWAY BETWEEN 62ND AVENUE AND 64TH AVENUE

THE WEST 8.00' OF A 16.00' ALLEYWAY, EAST OF AND ADJACENT TO LOTS 16 THROUGH 30, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PORTION OF ALLEYWAY IS BOUND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 64TH AVENUE NORTH, AND BOUND ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF 62ND AVENUE NORTH. THIS ALLEYWAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

A PARCEL CONTAINING 0.11 ACRES M.O.L.

AND

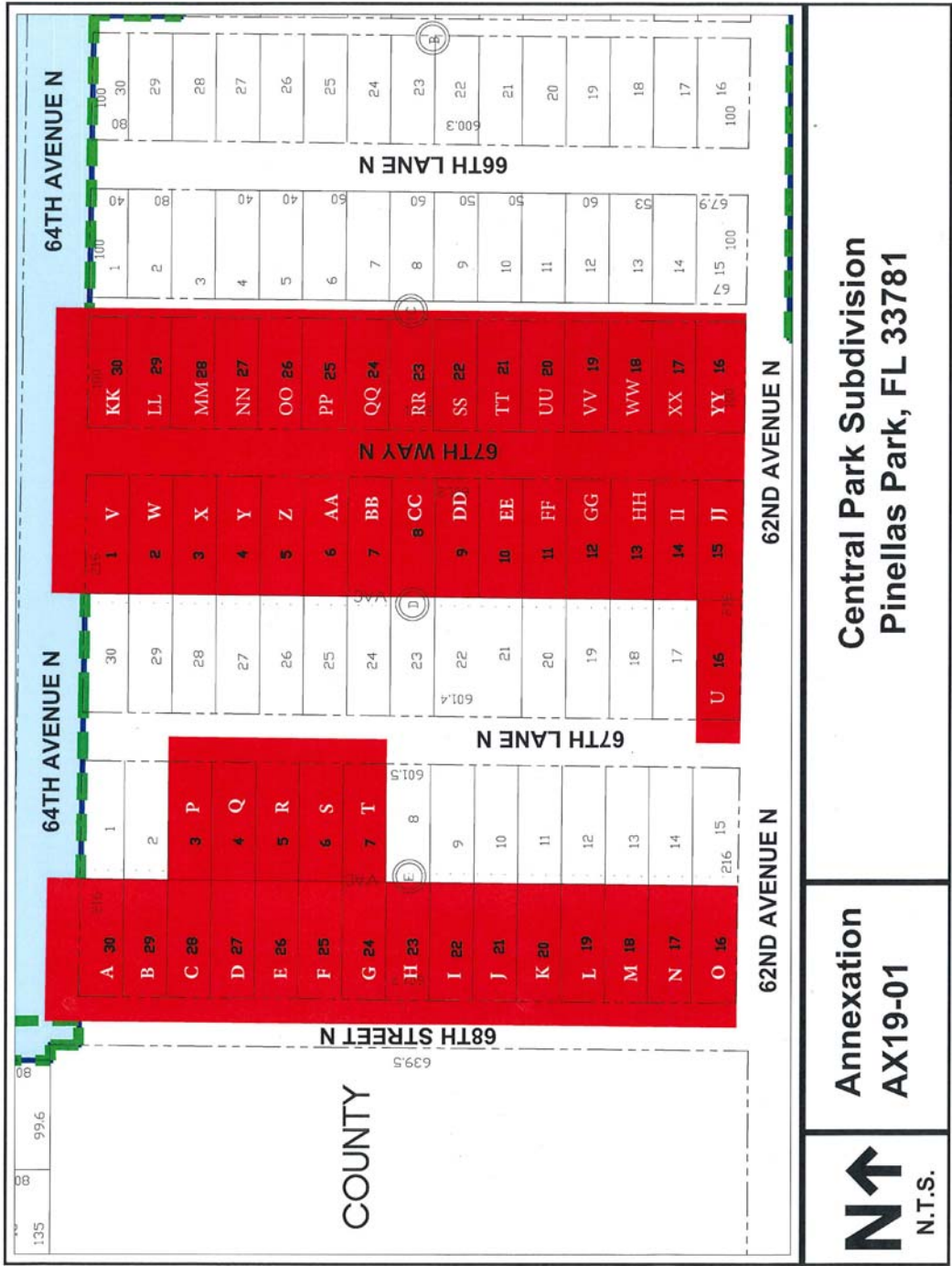
AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
RIGHT OF WAY AT 64TH AVENUE NORTH  
THAT PORTION OF 64TH AVENUE RIGHT OF WAY, BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK D, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 89°45'05" WEST 108.00'; THENCE NORTH 00°31'26" EAST 30.00'; THENCE SOUTH 89°45'05" EAST 261.00'; THENCE SOUTH 00°31'26" WEST 30.00'; THENCE NORTH 89°45'05" WEST 153.00'; TO THE POINT OF BEGINNING.  
A PARCEL CONTAINING 0.18 ACRES M.O.L.

AND

AX19-01  
HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.  
RIGHT OF WAY AT 64TH AVENUE NORTH  
THAT PORTION OF 64TH AVENUE RIGHT OF WAY, BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST

CORNER OF LOT 30, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 89°45'05" WEST 22.50'; THENCE NORTH 00°31'26" EAST 30.00'; THENCE SOUTH 89°45'05" EAST 130.5'; THENCE SOUTH 00°31'26" WEST 30.00'; THENCE NORTH 89°45'05" WEST 108.00'; TO THE POINT OF BEGINNING.  
A PARCEL CONTAINING 0.09 ACRES M.O.L

**PARCELS CONTAINING A TOTAL OF 6.42 ACRES M.O.L.**



## PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

### **HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.**

PARCEL: 31-30-16-14598-005-0030

LOCATED AT: 67TH LANE

ALL OF LOT 3, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0030.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0040

LOCATED AT: 67TH LANE

ALL OF LOT 4, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0040.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0050

LOCATED AT: 67TH LANE

ALL OF LOT 5, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0050.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0060

LOCATED AT: 67TH LANE

ALL OF LOT 6, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0060.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0070

LOCATED AT: 67TH LANE

ALL OF LOT 7, AND THE EAST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE WEST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0070.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0160

LOCATED AT: 68TH STREET

ALL OF LOT 16, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0160.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0170

LOCATED AT: 68TH STREET

ALL OF LOT 17, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0170.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0180

LOCATED AT: 68TH STREET

ALL OF LOT 18, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0180.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0190

LOCATED AT: 68TH STREET

ALL OF LOT 19, AND THE WEST 1-2 OF A VACATED 16.00 FEET ALLEY ADJACENT ON THE EAST, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-005-0190.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-005-0200

LOCATED AT: 68TH STREET





LOCATED AT: 67TH WAY







HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-003-0270

LOCATED AT: 67TH WAY

LOT 27, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0270.

A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-003-0280

LOCATED AT: 67TH WAY

LOT 28, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0280.

A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-003-0290

LOCATED AT: 67TH WAY

LOT 29, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0290.

A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

PARCEL: 31-30-16-14598-003-0300

LOCATED AT: 67TH WAY

LOT 30, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, PARCEL#31-30-16-14598-003-0300.

A PARCEL CONTAINING 0.09 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

RIGHT OF WAY @ 67TH WAY NORTH

THAT 45.00' RIGHT OF WAY, WEST OF AND ADJACENT TO LOTS 16 THROUGH 30, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID RIGHT OF WAY IS BOUND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 64TH AVENUE NORTH, AND BOUND ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF 62ND AVENUE NORTH. THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

A PARCEL CONTAINING 0.62 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

RIGHT OF WAY @ 68TH STREET NORTH

THAT 22.50' PORTION OF 68TH STREET RIGHT OF WAY, (CEDAR AVENUE PER PLAT), WEST OF AND ADJACENT TO LOTS 16 THROUGH 30, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID RIGHT OF WAY IS BOUND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 64TH AVENUE NORTH, AND BOUND ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF 62ND AVENUE NORTH. THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

A PARCEL CONTAINING 0.31 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

RIGHT OF WAY @ 67TH LANE NORTH

THAT 22.50' PORTION OF 67TH LANE RIGHT OF WAY, (PINE AVENUE PER PLAT), EAST OF AND ADJACENT TO LOTS 3 THROUGH 7, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

A PARCEL CONTAINING 0.10 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

RIGHT OF WAY @ 67TH LANE NORTH

THAT 22.50' PORTION OF 67TH LANE RIGHT OF WAY, (PINE AVENUE PER PLAT), WEST OF AND ADJACENT TO LOT 16, BLOCK D, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS RIGHT OF WAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

A PARCEL CONTAINING 0.02 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

ALLEYWAY BETWEEN 62ND AVENUE AND 64TH AVENUE

THE WEST 8.00' OF A 16.00' ALLEYWAY, EAST OF AND ADJACENT TO LOTS 16 THROUGH 30, BLOCK C, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PORTION OF ALLEYWAY IS BOUND ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 64TH AVENUE NORTH, AND BOUND ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF 62ND AVENUE NORTH. THIS ALLEYWAY IS LOCATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

A PARCEL CONTAINING 0.11 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

RIGHT OF WAY @ 64TH AVENUE NORTH

THAT PORTION OF 64TH AVENUE RIGHT OF WAY, BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK D, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 89°45'05" WEST 108.00'; THENCE NORTH 00°31'26" EAST 30.00'; THENCE SOUTH 89°45'05" EAST 261.00'; THENCE SOUTH 00°31'26" WEST 30.00'; THENCE NORTH 89°45'05" WEST 153.00'; TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.18 ACRES M.O.L.

AND

HABITAT FOR HUMANITY OF PINELLAS COUNTY INC.

RIGHT OF WAY @ 64TH AVENUE NORTH

THAT PORTION OF 64TH AVENUE RIGHT OF WAY, BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 30, BLOCK E, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 12, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 89°45'05" WEST 22.50'; THENCE NORTH 00°31'26" EAST 30.00'; THENCE SOUTH 89°45'05" EAST 130.5'; THENCE SOUTH 00°31'26" WEST 30.00'; THENCE NORTH 89°45'05" WEST 108.00'; TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.09 ACRES M.O.L.

**Containing 6.42 acres MOL**

(Petition continued)

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**Habitat for Humanity of Pinellas County, Inc.**  
**Care of: Michael Sutton, CEO**  
**13355 49<sup>th</sup> Street North**  
**Clearwater, FL 33762**

  
Witness (Signature)

Camila Gonzalez  
Witness Printed Name

  
Witness (Signature)

Valerie Brinkley  
Witness Printed Name

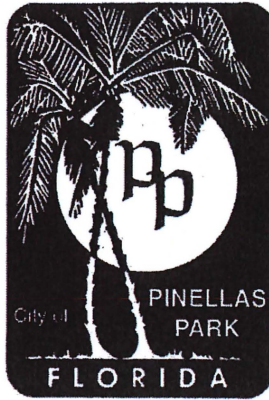
CEO's Signature:   
MICHAEL SUTTON, CEO of Habitat for  
Humanity of Pinellas County, Inc.



City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

June 21, 2019

Ms. Shannon Coughlin  
Economic Development Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-186**  
**Annexation Ordinance AX19-1, Habitat for Humanity**

Dear Ms. Coughlin:

I have received and reviewed the above-referenced Annexation Ordinance. I note that the title currently describes the parcels of land being annexed as "generally located between 62nd Avenue North and 64th Avenue North and 68th Street North and 67th Way North." Upon reviewing the map depicting the parcels to be annexed in Exhibit B, it appears that parcels on both sides of 67th Way North are being annexed pursuant to this Ordinance. Therefore, the title should be updated to describe the location of the lands as "generally located between 62nd Avenue North and 64th Avenue North and 68th Street North and 66th Lane North."

Once the title has been updated, and assuming the legal descriptions contained in Exhibit A are all correct, I would approve of the Ordinance as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator  
Benjamin Ziskal, Planning & Development Services Director

JWD/dh

19-186.06212019.LSC.Annex Ord 19-1 Habitat for Humanity



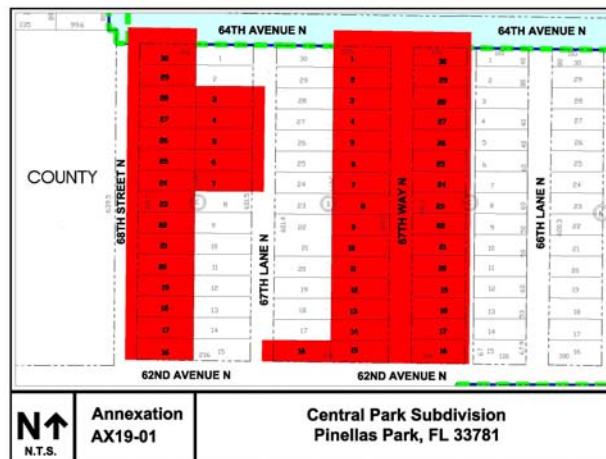
PRINTED ON RECYCLED PAPER

**CITY OF PINELLAS PARK  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council will hold a **PUBLIC HEARING** upon **ORDINANCE No. 4085** on the 25<sup>th</sup> day of JULY, 2019, at 6:00 P.M., the title of said item being as follows:

**ORDINANCE NO. 4085**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, CERTAIN PARCELS OF LAND GENERALLY LOCATED BETWEEN 62<sup>ND</sup> AVENUE NORTH AND 64<sup>TH</sup> AVENUE NORTH AND 68<sup>TH</sup> STREET NORTH AND 66<sup>TH</sup> LANE NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE. (HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC. AX19-1)



These documents are available for review in the City Clerk's Office. Interested parties are invited to attend this meeting and be heard. If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Physically handicapped person who require special assistance or accommodations to attend the hearing should contact the City in writing at least 48 hours in advance to ensure that such accommodations are made available.

**DIANE M. CORNA, MMC  
CITY CLERK  
CITY OF PINELLAS PARK**

To be published in the Tampa Bay Times– Local News Section

on the following date(s) Friday, July 12, 2019 and Friday, July 19, 2019



# City of Pinellas Park

## Staff Report

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**File #:** 19-181, **Version:** 1

**Agenda Date:** 7/25/2019

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**ORDINANCE NO. 4086. AMENDING ORDINANCE NO. 4070 FOR THE FISCAL YEAR 2018/2019**

**PUBLIC HEARING, SECOND AND FINAL READING**

**(Speaker - Dan Katsiyannis, Management and Budget Administrator)**

NOTE: This amendment represents the last budget amendment for this fiscal year. The amendment provides for minor maintenance of several items in the General, Confiscated, and Capital Equipment Replacement Funds. The Capital Improvement Fund is being amended to provide for the CRA purchase and demolition of the hotel on Park Blvd (\$967,000) and the completion of the sidewalks at England Brothers Park (\$100,000). In total, the City's overall budget will increase by \$683,181.

*C9 on 7/11/19 on Council agenda.*

**ACTION:** (Pass - Deny) Ordinance No. 4086. Public hearing, second and final reading.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING SECTIONS I, III, VI, AND VII OF ORDINANCE NO. 4070, AN APPROPRIATION AND TAX LEVY ORDINANCE OF THE CITY OF PINELLAS PARK, PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

---

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That Sections I, III, VI, AND VII of Ordinance 4070 in and for the City of Pinellas Park, Florida, are amended (pursuant to the attached schedules) to read as follows:

SECTION I. GENERAL FUND

There is hereby appropriated from the revenues on hand and/or accruing from the collection of taxes levied and assessed General Fund expenses for the City for the fiscal year ending September 30, 2019, (the millage of real and personal property taxes being set at 5.4900 mills as aforesaid) and from revenues on hand and/or accruing from all other sources during the said fiscal year, and for the general operating expenses and obligations of the City of Pinellas Park during said fiscal year, in accordance with the attached budget amendment, the sum of sixty million, four hundred fifty-eight thousand, seven hundred and thirty nine dollars (\$60,458,739).

(A) All revenues under Section I of this Ordinance shall be placed exclusively in the General Fund of the City of Pinellas Park, from which the expenditures for general operating purposes, debt retirement, capital improvements and all other necessary or proper expenses shall be paid.

(B) Revenues received or accrued for materials and/or service rendered, the volume or cost of which cannot be determined in advance so as to be included as a definite amount in the budget, for which the City is reimbursed shall be placed in the General Funds of the City and the cost of such materials and/or service shall be paid from the General Funds, and any excess of receipts above disbursements, shall become a part of the revenues of the City.

### SECTION III. CONFISCATED PROPERTY FUND

There is hereby appropriated from the "Confiscated Property Fund", which revenues are derived pursuant to Florida Statute 932.703 which provides for forfeiture of certain properties used in the commission of a felony, for the purpose of funding certain law enforcement expenses of the City of Pinellas Park, in accordance with the schedules attached for the fiscal year ending September 30, 2019, the sum of ninety nine thousand and seven hundred twenty dollars (\$99,720).

## SECTION VI. CAPITAL EQUIPMENT REPLACEMENT FUND

There is hereby appropriated from the "Capital Equipment Replacement Fund", which revenues are derived from transfers from the General Fund and the Water and Sewer Revenue Fund and from any and all other sources during said fiscal year, for the purpose of capital equipment replacement and internal service expenses of the City of Pinellas Park, in accordance with the schedules attached for the fiscal year ending September 30, 2019, the sum of eleven million, forty six thousand, two hundred and ninety-eight dollars (\$11,046,298).

## SECTION VII. CAPITAL IMPROVEMENT FUND

There is hereby appropriated from the "Capital Improvement Fund," which revenues are derived from transfers from the Public Improvement Revenue Fund and from any and all sources during said fiscal year, for the purpose of general capital improvement projects within the City of Pinellas Park, in accordance with the budget amendment attached, for the fiscal year ending September 30, 2019, the sum of seven teen million, three hundred eighty-nine thousand, nine hundred and eighty three dollars (\$17,389,983).

SECTION TWO: Attached hereto and incorporated herein are schedules that amend Ordinance No. 4070. All Ordinances in conflict herewith are hereby repealed insofar as the same affect this Ordinance.



SECTION THREE: The provisions of the Ordinance and any parts or sub-parts thereof shall be deemed to be severable and independent of each other, and in the event that any portion or subsection of this Ordinance is found to be invalid or unenforceable, such findings shall not affect any remaining portions of this Ordinance.

SECTION FOUR: That this Ordinance shall be in full force and effect immediately after its passage and approval in the manner provided by law.

FIRST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PUBLISHED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PUBLIC HEARINGS THE \_\_\_\_\_ DAYS OF \_\_\_\_\_, 2019.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Sandra L. Bradbury  
MAYOR

ATTEST:

\_\_\_\_\_  
Diane Corna, MMC  
CITY CLERK

**BUDGET AMENDMENT (ORDINANCE 19-XXX)  
FISCAL YEAR 2018-2019**

**General Fund (001), Section I  
Expenditures (Schedule B)**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
<b>City Council (001111)</b>				
Building Internal Svcs.				
542209	\$27,298	\$5,500	\$	32,798
To reappropriate funds for building maintenance.				
<b>City Manager (001121)</b>				
Full Time				
511105	356,453	7,333		363,786
To reappropriate funds due to pay survey				
Auto Allowance	3,600	450		4,050
519108				
To reappropriate funds due to pay survey				
Social Security				
521104	27,728	561		28,289
To reappropriate funds due to pay survey				
City Pension Contribution				
523100	52,192	734		52,926
To reappropriate funds due to pay survey				
Workers Compensation				
524108	270	10		280
To reappropriate funds due to pay survey				
<b>City Clerk's Office (001112)</b>				
Operating supplies				
533109	4,700	20,000		24,700
To provide for Planning & Land Use Updates				
<b>HR Staffing &amp; Benefits (001123)</b>				
Consultation Services				
551309	-	21,000		21,000
Funds for IT Admin. Recruitment assistance.				
<b>Planning &amp; Zoning (001132)</b>				
Full Time				
511105	334,549		25,000	309,549
To provide for part time & salary adjustment				
Part Time Salaries				
513101	-	35,000		35,000
To provide for temporary planning/zoning expertise				
Social Security				
521104	25,914	2,680		28,594
To provide for temporary planning/zoning expertise				
Unemployment Compensation				
525105		625		625
To provide funds.				

	Beginning Budget	Increase	Decrease	Ending Budget
Building Internal Svcs. 542209 To reappropriate funds for building maintenance.	4,369	15,500		19,869
Equipment rental 556100 To appropriate funds for their equipment.		1,300		1,300
<b>Community Services (001152)</b>				
Building Internal Svcs 542209 To reappropriate funds due to restructuring	7,730	1,500	-	9,230
Data Processing Svcs 551606 To appropriate additional funds.	19,500	15,000		34,500
Auto Allowance 519108 To reappropriate funds due to restructuring	2,400		1,135	1,265
<b>Police Operations (001212)</b>				
Overtime 512103 To appropriate additional funds for usage	300,000	75,000		375,000
Operating Supplies-Gifts 533901 To appropriate gift funds	-	1,800		1,800
Operating Supplies-Gifts Rodeo 533919 To appropriate gift funds rodeo	-	12,000		12,000
<b>Central Communications (001214)</b>				
Telephone 554105 To appropriate additional funds for telephone com. Ctr.	13,127	3,000		16,127
<b>Police CRA (001215)</b>				
Overtime 512103 To appropriate funds for overtime for the CRA district.	18,000	18,000		36,000
Secondary Employment 514109 To appropriate funds for contractual overtime.	-	42,000		42,000
<b>Fire Administration (001221)</b>				
Insurance 555102 To appropriate funds for additional ins. costs	109,206	17,000		126,206
<b>Fire Station 34 (001223)</b>				
Overtime 512103 To appropriate funds for overtime.	42,002	10,000		52,002
<b>Fire Station 35 (001224)</b>				
Overtime				

	Beginning Budget	Increase	Decrease	Ending Budget
512103	41,885	10,000		51,885
To appropriate funds for overtime.				
<b>Fire Station 16 (001226)</b>				
Motor Vehicles Internal Services				
545905	14,534	18,500		33,034
To appropriate additional funds for repairs.				
<b>EMS (001231)</b>				
Overtime	135,000	20,000		155,000
512103				
To appropriate funds for overtime.				
Building Internal Svcs				
542209	473	4,000		4,473
To provide additional funding for maintenance				
General Insurance				
555102	36,926	12,000		48,926
To provide additional funds for general ins.				
<b>Public Works Administration (001341)</b>				
Building Internal Services				
542209	6,148	50,000		56,148
To appropriate funds for the Complex				
<b>Transportation (001412)</b>				
Street Lights				
554600	1,021,200	-	221,200	800,000
To reappropriate funds post audit results. and LED lights.				
<b>Stormwater (001414)</b>				
Motor vehicles internal services				
545905	108,744	40,000		148,744
To appropriate additiional funds for additional repairs to drainage vehicles.				
<b>Parks Maintenance (001731)</b>				
Building Internal Svcs				
542209	2,722	40,000		42,722
To revise original estimate due to reorg. Changes.				
Total	\$2,716,670	\$500,493	\$247,335	\$2,969,828

**General Fund (001), Section I  
Revenue (Schedule A)**

Unappropriate reserve - carryover (00130100)				
300103	\$ 2,029,591	\$ -	\$ 454,055	\$ 1,575,536
To budget funds				
Plan Reviews (00132200)				
321315	165,000	85,000		250,000
To budget fund				
Building Permits				
322107	280,000	220,000		500,000
To budget additional revenue				

	Beginning Budget	Increase	Decrease	Ending Budget
Plumbing Permits				
322206	24,000	26,000		50,000
To budget additional revenue				
Heating permits				
322305	53,000	32,000		85,000
To budget additional revenue				
Electrical Permits				
322404	50,825	40,000		90,825
To budget additional revenue				
Gas Permits				
322503	1,800	3,800		5,600
To budget additional revenue				
Fire suppression fee				
323006	11,500	40,000		51,500
To budget additional revenue				
Fire & Life Safety Permits				
323014	40,000	80,000		120,000
To budget additional revenue				
Federal Disaster				
331702	-	100,854		100,854
To budget revenue from the Fed. Gov.				
Fire incentive pay				
345512		12,730		12,730
To budget revenue				
State Disaster Assisance				
337600		16,810		16,810
To budget revenue				
County EMS/First Response Agr.				
345306	2,313,331	-	75,450	2,237,881
To adjust revenue based on earlier actual.				
Fire District-County				
352104	862,288		101,682	760,606
To adjust revenue based on earlier actual.				
Refund of Prior Year Expenditures				
376400	2,500	227,151		229,651
To budget funds received from Duke Energy electric pole audit.				
Total	\$ 5,833,835	\$ 884,345	\$ 631,187	\$ 6,086,993

**General Fund (001), Section I  
Summary**

<b>Expenditures</b>	<b>\$ 60,205,581</b>	<b>\$ 500,493</b>	<b>\$ 247,335</b>	<b>\$ 60,458,739</b>
<b>Revenue</b>	<b>\$ 60,205,581</b>	<b>\$ 884,345</b>	<b>\$ 631,187</b>	<b>\$ 60,458,739</b>

	Beginning Budget	Increase	Decrease	Ending Budget
<b>Confiscated Property Fund (104), Section III</b>				
<b>Expenditures (Schedule F)</b>				
(06/2010)				
<b>Cost Center (212)</b>				
Operating Equipment				
562108	\$ 10,000	\$ 30,110		\$ 40,110
Equipment purchase previously approved by Council & equipment.				
Total	\$ 10,000	\$ 30,110	\$ -	\$ 40,110
<b>Revenue</b>				
Carry Forward				
3001-03	\$ 55,100	\$ 30,110	\$ -	\$ 85,210
To revise estimate.				
Total	\$ 55,100	\$ 30,110	\$ -	\$ 85,210

**Confiscated Property Fund (Section III)**  
**Summary**

<b>Total Expenditures</b>	<b>\$69,610</b>	<b>\$30,110</b>	<b>\$0</b>	<b>\$99,720</b>
<b>Total Revenue</b>	<b>\$69,610</b>	<b>\$30,110</b>	<b>\$0</b>	<b>\$99,720</b>

**Capital Equipment Replacement Fund (501), Section VI**  
**Expenditures (Schedule L)**

<b>Sewer (501322)</b>				
Capital Equipment				
562108	\$ 7,000	\$ 35,165		\$ 42,165
To provide additional funds.				
<b>Leisure Services (501712)</b>				
Licensed Equipment				
566109		101,271		101,271
To appropriate funds for equipment purchases.				
<b>Facilities (501821)</b>				
Overtime				
512103	5,000	12,000	-	17,000
To provide funds for more overtime.				
<b>Fleet Maintenance (501831)</b>				
Building Internal Services				
542209	24,461	50,000		74,461
To appropriate additional funds for structural changes.				
<b>Communications &amp; Marketing (501741)</b>				
Capital equipment				
562108	63,000	9,806		72,806
To appropriate additional funds.				
<b>Information Technology (501851)</b>				
Part-time Salaries				
513101		14,130		14,130
To provide funds for part-time programming.				
Operating Supplies				
533109	1,103,454	50,000		1,153,454
To provide for ADA digital fixes.				
Licensed Equipment				
566109		27,541		27,541
To provide for the purchase of a small truck.				
Total	\$ 1,202,915	\$ 299,913	\$ -	\$ 1,502,828

Beginning Budget	Increase	Decrease	Ending Budget
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**Capital Equipment Replacement Fund (501), Section VI  
Revenue (Schedule K)**

Unappropriate reserve - carryover (50130100)					
300103	\$	3,067,054	\$	299,913	\$ - \$ 3,366,967
To revise the required amount of carryover for CER					
Total	\$	3,067,054	\$	299,913	\$ - \$ 3,366,967

**Capital Equipment Replacement Fund (501), Section VI  
Summary**

<b>Expenditures</b>	\$	10,746,385	\$	299,913	\$ - \$ 11,046,298
<b>Revenue</b>	\$	10,746,385	\$	299,913	\$ - \$ 11,046,298

**Capital Improvement Fund (301), Section VII  
Expenditures (Schedule N)**

**General Facilities (175)**

CRA Property Acquisition					
562504	\$	75,000	\$	967,000	\$ 75,000 \$ 967,000
To acquire a motel on Park Blvd and demolition.					

Ademek					
562512		800,000		742,000	58,000
To transfer funds to CRA property acquisition.					

CRA Commercial anchor program					
574347		200,000		150,000	50,000
To transfer funds to CRA property acquisition.					

**Leisure Services (781)**

Capital Projects Improvements					
562520		2,530,691		100,000	2,630,691
To provide funds to complete sidewalk project at England Brothers Park.					
Total	\$	3,605,691	\$	1,067,000	\$ 967,000 \$ 3,705,691

**Capital Improvements Fund (301), Section VII  
Revenue (Schedule M)**

One Cent Infrastructure Tax					
30131260-343509	\$	3,625,000	\$	100,000	3,725,000
To revise budgeted revenue					
Total	\$	3,625,000	\$	100,000	\$ - \$ 3,725,000

**Capital Improvements Fund (301), Section VII  
Summary**

<b>Expenditures</b>	\$	17,289,983	\$	1,067,000	\$ 967,000 \$ 17,389,983
<b>Revenue</b>	\$	17,289,983	\$	100,000	\$ - \$ 17,389,983

**All Budgeted Funds Summary**

<b>Expenditures</b>	\$	137,581,865	\$	1,897,516	\$ 1,214,335 \$ 138,265,046
<b>Revenue</b>	\$	137,581,865	\$	1,314,368	\$ 631,187 \$ 138,265,046





# City of Pinellas Park

## Staff Report

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**File #:** 19-190, **Version:** 2

**Agenda Date:** 7/25/2019

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**RESOLUTION 19-10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA APPROVING THE SUBMISSION OF THE 2019 -2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.**

### **PUBLIC HEARING, FIRST AND FINAL READING**

**(Speaker - Tammy Hillier, Community Services Manager)**

NOTE: This is a Resolution to approve the Community Development Block Grant Fiscal Year 2019 Action Plan that will be submitted to the U.S. Department of Housing and Urban Development as part of the Department's annual application process. The City expects to receive an allocation of \$379,059 in federal funding to be used for infrastructure improvements including sidewalk and ADA ramp installation in the Fairlawn Park neighborhood, expected cost (\$322,201); and for planning and administration expenses necessary for overseeing the program, expected cost (\$56,858).

ACTION: (Adopt - Deny) Resolution No. 19-10. Public hearing, first and final reading.

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## CITY OF PINELLAS PARK

# Staff Report

Community Development Department  
Planning & Development Services Division

### I. APPLICATION DATA

- A. **Case Number:** Not Applicable
- B. **Location:** Not Applicable
  - 1. **Address:**
  - 2. **Parcel Number:**
- C. **Request:** This is a Resolution of City Council approving Pinellas Park's Fiscal Year 2019 Community Development Block Grant Action Plan.
- D. **Applicant:** Not Applicable
- E. **Agent:** Not Applicable
- F. **Legal Ad Text:** Published in Tampa Bay Times on June 14, 2019
- G. **Public Hearings:**
  - 1. **Board of Adjustment Hearing Date:** Not applicable
  - 2. **Planning and Zoning Commission Hearing Date:** Not Applicable
  - 3. **City Council or Community Redevelopment Agency Hearing Date(s):** City Council Public Hearing, First and Final reading to be held on July 25, 2019..
  - 4. **Deadline to send public hearing notices:** The public hearing notice was included with the FY 2019 Action Plan advertisement dated June 14, 2019.
  - 5. **Advertising deadline:** July 5<sup>th</sup>, 2019

**II. BACKGROUND INFORMATION** This staff report references a City Council Resolution for City council to approve the Community Development Block Grant FY 2019 Action Plan that will then be submitted to the U.S. Department of housing and Urban Development as part of the Department's application process to receive \$379,059 in federal funding to be used for infrastructure improvements in the Fairlawn Park neighborhood (\$322,201) and for Planning and Administration expenses (\$56,858).

### III. APPLICABLE CRITERIA / CONSIDERATIONS

#### A. **Comprehensive Plan Policies:**

- 1. **Relevant Policies:** The City of Pinellas Park's Community Development Block Grant Citizen Participation Plan sets the policy for preparing and submitting substantial amendments to the Department of Housing & Urban Development.
- 2. **Staff Analysis:** Policies set forth in the Citizen Participation Plan for preparing a substantial amendment were followed.

#### B. **Land Development Code Standards**

1. **Key Standards:** No Land Development Code Standards apply to this report.

2. **Staff Analysis:**

**C. Essential Services Issues:**

1. **Essential Services Review** – No essential Services Reviews are required for this report.

Public Works Divisions:

Public Works Administrator:

Construction Services:

Utilities:

Transportation & Stormwater:

Fire Department - Life Safety:

Police Department - Crime Prevention:

Pinellas Park Water Management District:

Florida Department of Transportation:

Community Development Divisions

Planning & Development Review Manager:

Building Development Division:

Neighborhood Services Division:

Community Redevelopment Area Manager (if applicable)

Planning & Development Services Director:

Community Development Administrator:

*Ref 7/12/19*  
*GW 7/15/19*

2. **Staff Analysis:**

**IV. SUMMARY**

**A. Findings**

Based on the information and analysis contained in this report, staff finds as follows:

**B. Staff Recommendation**

Consistent with the above identified findings, and subject to such additional findings of fact as are established at a public hearing, if applicable, staff recommends **approval/denial** of case number

N/A.

**V. ACTION:**

CITY COUNCIL - MOVE TO:

- 1: APPROVE
- 2: APPROVE WITH THE FOLLOWING CONDITIONS:
- 3: DENY

**VI. ATTACHMENTS:**

**Exhibit A: 2019 Action Plan**

**Exhibit B: Resolution 19-XX**

**Exhibit C: Attorney Letter**

**Exhibit D: Public Notice**





# City of Pinellas Park, Florida



CITY of  
*Pinellas Park, FL*  
The Heart of Pinellas

## Action Plan

### 2019-2020



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## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The United States Department of Housing and Urban Development (HUD) requires that all jurisdictions entitled to receive funding under the Community Development Block Grant (CDBG) develop a Consolidated Plan for housing and community development activities every three to five years, and an Annual Action Plan every year. In developing the fiscal year (FY) 2018 through FY 2022 Consolidated Plan, the City of Pinellas Park sought out and included input received from residents, non-profit organizations, departments of Pinellas County, St. Johns County and Marion County, the cities of Largo, St. Petersburg, Clearwater, Bradenton, Lakeland and Sanford, departments of the State of Florida, and other interested parties, as related to the goals and objectives outlined in the Plan. Assessments and market analyses were conducted to identify levels of relative need regarding affordable housing, homelessness, housing and home repairs for persons who are elderly, veterans, low-income, and those with special needs, public services, public improvements, economic development, and non-housing community development needs. The City gathered much of this information through public outreach, review of demographic and economic data, and housing market analysis.

City staff recently performed a review of all facets of the CDBG program gathering data and public input to ensure federal funds are being maximized through projects and programs serving low-to-moderate income residents. Results demonstrated a need to substantially amend the 2018-2022 Consolidated Plan by removing two approved goals: public services and owner-occupied housing rehabilitation for program years 2019, 2020, 2021, and 2020 in order to support improvements of public facilities and infrastructure in areas serving low- and moderate-income persons throughout the five-year Consolidated Plan. The substantial amendments also address the costs related to administering the CDBG program by increasing funds for Planning & Administration from 10% to 15% annually beginning in program year 2019 and continuing through program year 2022. Resolution No. 19-09, as it relates to the aforementioned amendments, was approved by the City Council of the City of Pinellas Park, Pinellas County, Florida on June 27, 2019.

Sections of the 2018-2022 Consolidated Plan that were amended can be referenced in: AD-25, ES-05, PR-05, PR-15, SP-05 and SP-45.



## **2. Summarize the objectives and outcomes identified in the Plan**

The Five-Year Consolidated Plan (as amended) submitted to the U.S. Department of Housing and Urban Development (HUD) identifies the jurisdiction's housing and community development needs and priorities as follows: improvement of public services and facilities; housing and home repairs for people with special needs and those earning low incomes; affordable housing; homelessness; and economic development. The City will leverage CDBG funds with other state, federal and local funds to address the needs of the community.

For the 2019-2020 funding year, Pinellas Park will continue to address insufficient infrastructure and facilities predominately in low- and moderate-income areas, specifically improving streets, sidewalks and ADA ramps to ensure accessibility for populations with special needs. The City will conduct activities to reduce/eliminate slum and blighted conditions, specifically in the designated Community Redevelopment Area. Ensuring public health and safety is a top priority, therefore Pinellas Park will conduct neighborhood safety and mobility projects in areas where 51% or more of the residents are low- to moderate-income.

The City of Pinellas Park will continue to actively address homelessness. Through community policing efforts, the Pinellas Park Police Department's Outreach Team works closely with emergency and supportive housing agencies. The team consists of six sworn officers and a civilian social worker funded through Directions for Living. An elected official represents the City on Pinellas County's Homeless Leadership Board (HLB) and City staff participate on the HLB's Providers Council. The City also addresses homelessness through funding to the HLB and Pinellas Hope, a supportive housing facility with 156 efficiency units that sits on twenty acres of land in Pinellas Park.

- 2. Evaluation of past performance** - This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Pinellas Park is currently completing its first year of the City's 2018-2022 Five-Year Consolidated Plan period for the Community Development Block Grant. Projects for the first program year include infrastructure improvements throughout the Fairlawn Park neighborhood (specifically Census Tract 250.04, Block Group 4). Activities that are currently in the bidding phase include installing sidewalks, widening sidewalks, and installing ADA ramps. Federal resources are being used to address the following objective of the 2018-2022 Consolidated Plan: creating suitable living environment by improvement of public infrastructure and facilities in low- to moderate-income neighborhoods.

### **Objectives and Outcomes**

**Goal 1: Pinellas Park Public Infrastructure - Fairlawn Park Neighborhood Safety & Mobility Project - Sidewalks and ADA ramps**

- **Objective** - Creating Suitable Living Environments
- **Outcome** - Availability/Accessibility

**Specific Outcome Indicator** - 296 Households assisted for Low/Moderate Income Persons through the Fairlawn Park Safety & Mobility Project

**Goal 2: Planning & Administration** - No more than 15 percent of CDBG funds will be used towards planning and administration activities.

#### **4. Summary of Citizen Participation Process and consultation process**

Pinellas Park's Citizen Participation Plan incorporates the goals, policies, and implementation strategies that the City will undertake to encourage and ensure adequate citizen participation in the development of the Consolidated Plan, the Annual Action Plan, any substantial amendments and required performance reports.

The Pinellas Park Citizen Participation Plan (CPP) requires that public meetings be held to obtain citizen comments, that a public period of not less than 30 days is allowed for citizen comment, and that timely responses to citizen inquiries is provided. No less than 30 days prior to the adoption of a Consolidated/Action Plan, information will be made available to citizens, public agencies, and other interested parties. This information must include the amount of expected assistance to be received, the range of activities that may be undertaken, the proposed benefit to extremely low- and low-income persons, and plan to minimize the displacement of persons and provide assistance to any persons displaced. The CPP provides a means of involving the citizens of Pinellas Park in an advisory capacity in all phases of HUD programs.

The current CPP was approved by the adoption of Resolution 18-17 on July 26, 2018. The CPP guides the public process for developing the Consolidated Plan. The City's Community Development Department is responsible for the preparation and implementation of the Consolidated Plan and specific goals identified in the Annual Action Plan. The second public hearing that Pinellas Park's City Council adopted Resolution 18-19 on August 9, 2018, officially putting into place the City's first Consolidated and Annual Action Plans.

The Plan was developed in consultation with a wide range of public and private entities, including governmental and non-profit organizations that are knowledgeable regarding the needs of the low- and moderate-income residents of Pinellas Park.

Pinellas Park conducted a public hearing on February 12, 2019 to solicit input on the priorities and needs of Pinellas Park to include in the Annual Action Plan. The public hearing also served as an opportunity for the City to provide an overview of existing programs and to summarize



the City's expectations for reaching the first program year's goals. A second public input opportunity was held on May 18, 2019 in which residents participated in a public survey related to social determinants of health at the Pinellas Park Community Safety Open House. Citizens input reflected that housing and neighborhood improvements were the highest priority, followed by public safety, transportation, natural environment, water and sanitation, economic development, built environment, and community context.

**5. Summary of public comments**

No public comments were received during the February 12, 2019 public hearing. Citizen input during the May 18, 2019 Community Safety Open House was made through survey answers and not oral comment. The results of this survey are attached with this Annual Action Plan. No public comments were received regarding the substantial amendments to the 2018-2022 Consolidated Plan; and no comments were received regarding the 2019-2020 Annual Action Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

All public comments received were accepted.

**7. Summary**

The Action Plan that follows outlines the variety of tools and strategies Pinellas Park will utilize during the one-year period beginning October 1, 2019, to effectively and efficiently execute the strategic direction of the City Council of Pinellas Park to create a sustainable community and improve the quality of life for Pinellas Park residents.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	City of Pinellas Park	Pinellas Park Community Development Department
CDBG Administrator	City of Pinellas Park	Pinellas Park Community Development Department

Table 1 – Responsible Agencies

### Narrative (optional)

The City of Pinellas Park serves as the lead agency responsible for the oversight and administration of the CDBG program. The City's Community Development Department has in place a Community Services functional area which oversees the implementation of CDBG programs and activities. Pinellas Park's mission is to assure quality of life for its residents through the development of housing, social, and economic opportunities. The Community Development Department, and the City as a whole, is committed to high standards of customer service in the administration and delivery of programs that are collaborative, innovative, and sustainable.

### **Consolidated Plan Public Contact Information**

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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

Pinellas Park's 2019-2020 Action Plan was prepared with participation by nonprofit organizations, community residents, and other governmental entities. A public hearing was held on February 12, 2019. An additional opportunity for public input was held on May 18, 2019 at the Pinellas Park Community Safety Open House. Through comments and a color coded process, residents prioritized their recognized needs throughout the City. A second public hearing was held on July 25, 2019, with interested parties invited to comment once again. During the thirty (30) day comment period, residents were invited to submit written comments to the Community Services Team of the Pinellas Park Community Development Department.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

Pinellas Park is a member in good standing with the Tampa Bay Fair Housing Consortium, the Florida Housing Coalition, the Florida Community Development Association, and the National Community Development Association. Pinellas Park elected officials sit on the Homeless Leadership Board and the Juvenile Welfare Board. City staff and elected officials attend regular meetings of the Tampa Bay Fair Housing Authority and the Homeless Leadership Board's Provider Council meetings.

In addition, Pinellas Park is a partner with the Florida Department of Health – Pinellas County, St. Petersburg, and Pinellas County as part of a model strategy known as the Health in All Policies "HiAP" strategy of recognizing the effects of social determinants on people, the community and the overall environment. City Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness. City staff participate in conference calls and regular meetings of the Tampa Bay Health Collaborative.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**



The CoC is responsible for the administration and operation of the Homeless Management Information System (HMIS). Policies and procedures are consistently reviewed for necessary updates. Emergency Solutions Grants (ESG) agencies are awarded funds are required to enter client data into HMIIS in accordance with HUD guidelines. HMIS reports are used to track/report on ESG performance.

Pinellas Park does not receive ESG funding directly; rather residents of the City receive assistance through Pinellas County's ESG. Between 2013 through 2017, Pinellas Park residents have received more than \$50,000 in assistance.

The CoC is responsible for the administration and operation of the Homeless Management Information System (HMIS). Policies and procedures are consistently reviewed for necessary updates. Emergency Solutions Grants (ESG) agencies are awarded funds are required to enter client data into HMIIS in accordance with HUD guidelines. HMIS reports are used to track/report on ESG performance.

Pinellas Park does not receive ESG funding directly; rather residents of the City receive assistance through Pinellas County's ESG. Between 2013 through 2017, Pinellas Park residents have received more than \$50,000 in ESG assistance.

The CoC has system performance measures in place. Client data on recipients from Pinellas Park is entered into the Tampa Bay Information Network (TBIN). It is the official HMIS system of record for Pinellas County. TBIN is a locally administered, electronic case management system that stores longitudinal client-level data about men, women, and children who have accessed homeless and other basic needs social service programs throughout the County. The system is responsible for annual system-level accountability reports showing the progress to end homelessness such as the Annual Homeless Assessment Report (a report on the use of homeless housing), the Point-in-time Count Report (a report on the one-day count of clients living in shelters and on the street) and the Housing Inventory Chart (a report on the availability of homeless dedicated housing beds and units).

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

1	Agency/Group/Organization	St. Petersburg College of Health Sciences
	Agency/Group/Organization Type	Health Education
	What section of the Plan was addressed by Consultation?	Homelessness Needs – Chronically Homeless
		Homeless Needs – Families with children
		Homelessness Needs – Veterans
		Homelessness Needs - Unaccompanied youth

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Pinellas Park's Health in All Policies planner had a telephone conference with Research Analyst, Will Baldwin. Homelessness in Pinellas County and various homeless services and facilities were discussed.
2	<b>Agency/Group/Organization</b>	Pinellas County Fair Housing Finance Authority
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Non-Profit Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City staff have been attended regular meetings of the PCFHFA to learn of the needs and areas throughout the County where new affordable housing developments are being built. On April 12, 2019, the Community Services Manager met with Catherine Drive, Executive Director of PCFHFA to discuss opportunities for Pinellas Park to become more engaged and to learn about the SHIP program.
3	<b>Agency/Group/Organization</b>	Pinellas Hope
	<b>Agency/Group/Organization Type</b>	Services-Homeless, Chronically homeless, Services-Education Foundation
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency attended the public hearing on February 12, 2019.
4	<b>Agency/Group/Organization</b>	Pinellas County Homeless Leadership Board
	<b>Agency/Group/Organization Type</b>	Planning organization



	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Vice-Mayor is a voting board member who attends regular board meetings. City staff attend regular Providers Council Meetings
5	<b>Agency/Group/Organization</b>	Tampa Bay Fair Housing Consortium
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Non-Profit Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Pinellas Park is a member of the TBFHC and attends regular meetings to discuss housing needs throughout the Tampa Bay Area. On April 26, 2019, Pinellas Park participated in an all-day Tampa Bay Fair Housing Symposium to discuss housing needs and resources available for both individuals and organizations serving them.
6	<b>Agency/Group/Organization</b>	Florida Department of Health-Central
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Health Agency Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Families with children

	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City pulls data from the State and Pinellas County on lead-based paint, the numbers of cases reported throughout the area, and are working with the Health Department to develop processes that will be in effect when Pinellas Park begins housing rehabilitation activities.
7	<b>Agency/Group/Organization</b>	St. Petersburg College Health Education Center
	<b>Agency/Group/Organization Type</b>	Services – Educational Services – Health
	<b>What section of the Plan was addressed by Consultation?</b>	Community Development Needs
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Pinellas Park's Health in All Policies planner met with Provost, Dr. Eric Carver. Discussed future collaborations with the City of Pinellas Park and the Center regarding public health goals.
8	<b>Agency/Group/Organization</b>	Vincent House
	<b>Agency/Group/Organization Type</b>	Services – Persons with Disabilities Services – Mental health Services – Job Opportunities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Pinellas Park's Health in All Policies planner met with Dr. Daniel Strauss, and Program Director of Vincent House, Freddy Morello. The need of services were discussed regarding Pinellas Park citizens with mental or physical disabilities as they integrate into society after a hardship or setback in their life.
9	<b>Agency/Group/Organization</b>	Veterans Services
	<b>Agency/Group/Organization Type</b>	Services-homeless Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Veterans

	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency contacted in regards to the VASH program for vets. Sharon Miller assisted with the number of VASH certificates for veterans in Pinellas Park.
10	<b>Agency/Group/Organization</b>	Juvenile Welfare Board
	<b>Agency/Group/Organization Type</b>	Services – Children and Families
	<b>What section of the Plan was addressed by Consultation?</b>	Community Development Needs
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Pinellas Park's Health in All Policies met with Program Director at the Department of Health, Heath Kirby, and the Executive Administrative Officer of Juvenile Welfare Board to discuss the needs of family and children within the City of Pinellas Park.
11	<b>Agency/Group/Organization</b>	Pinellas County Planning Department
	<b>Agency/Group/Organization Type</b>	Other government - County Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	The overall elements of the Plan
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contacted the County regarding market analysis and housing needs.
12	<b>Agency/Group/Organization</b>	Pinellas Park Police Department
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy



	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency participated in consulting for homeless needs within our City.
13	<b>Agency/Group/Organization</b>	FL Department of Health - Pinellas
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Health Agency Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Families with children
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Discussed the homeless strategy per our 5 year consolidated plan as well as homeless needs/lead-based paint strategy.
14	<b>Agency/Group/Organization</b>	Pinellas County Office of Human Rights
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A meeting was held with Paul Valenti to discuss general fair housing topics, with a focus on reasonable accommodations for persons with disabilities, and use of criminal conviction records as a screening mechanism.
15	<b>Agency/Group/Organization</b>	City of Pinellas Park Fire Department
	<b>Agency/Group/Organization Type</b>	Other government - Local Emergency Management City Department
	<b>What section of the Plan was addressed by Consultation?</b>	Market Analysis Non-housing Community Needs/Assets

	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Office of Emergency Management is tasked with implementing strategies to improve the environmental performance of the City including reducing energy costs, minimizing environment impacts and waste, addressing global climate change.
16	<b>Agency/Group/Organization</b>	Pinellas Park Water Management District
	<b>Agency/Group/Organization Type</b>	Needs Assessment (Resiliency)
	<b>What section of the Plan was addressed by Consultation?</b>	Strategic Plan Overview
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Related to a final rule in effect for all consolidated plans after January 1, 2018, Broadband and Resilience requirements are in effect. Staff consulted with Pinellas Park Water Management District regarding the highest risks and hazards for the City. Severe weather is the top hazard.
17	<b>Agency/Group/Organization</b>	Pinellas Park Medical District
	<b>Agency/Group/Organization Type</b>	Services-Education Services-Employment Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City staff met with Dr. Daniel Strauss and Dr. Eric Carver to promote and strengthen health care in Pinellas Park Medical District through business development, student enrollment, and employment opportunities.
19	<b>Agency/Group/Organization</b>	Habitat for Humanity
	<b>Agency/Group/Organization Type</b>	Services – Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Owner-occupied Housing Housing Need Assessments Homelessness Needs - Veterans Non-Homeless Special Needs

	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City Staff met with Habitat staff via telephone conference to discuss the opportunities of leveraging local funds with Habitat funds to conduct housing rehabilitation/repairs on owner-occupied dwellings for low-income persons and families.
20	<b>Agency/Group/Organization</b>	Tampa Bay Housing Consortium
	<b>Agency/Group/Organization Type</b>	Services – Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>How the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Community Services Manager became an active member with the Tampa Bay Housing Consortium and attends monthly meetings. The meetings discuss the needs for housing within the Tampa Bay community, including Pinellas Park.



Table 2 – Agencies, groups, organizations who participated

**Identify any Agency Types not consulted and provide rationale for not consulting**

Business owners and civic groups were invited to provide input during our consultation and citizen participation phases of developing the Action Plan, however no input was given.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
10- Year Plan to End Homelessness	Continuum of Care	Integrating the HMIS system for data collection is critical to identifying homeless needs throughout the area.
Point-in-Time Count	Pinellas County Homeless Leadership Board	Promote a countywide goal to the commitment of ending homelessness. Promote access to and effective use of mainstream benefits. Optimize self-sufficiency among individuals and families experiencing homelessness.
Health in All Policies Strategy	Department of Health	Develop a method/process for ensuring social determinants are considered in all policy making.

Table 3 – Other local / regional / federal planning efforts

**Narrative (optional)**

One of Pinellas Park's priorities is to ensure that we are working with stakeholders in carrying out the Strategic Plan and Action Plan under the 2018-2022 Consolidated Plan. The City remains actively involved with other local governments, the state, housing

agencies, the HLB, health and mental health service providers, and private and non-profit organizations. By working together with organizations that have a vested interest in the welfare of low and low income residents, we can provide a comprehensive approach to an array of services that will better meet the needs of our citizens.



## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation**

#### **Summarize citizen participation process and how it impacted goal-setting**

The City of Pinellas Park is engaged in ongoing activities to involve citizens and stakeholders in the planning process for CDBG projects, programs and activities. In an effort to increase citizen participation among public, private and non-profit organizations delivering housing, social services and community/economic development programs within the City, attendance by City staff and elected officials at service provider meetings will continue. To gain a full understanding of Pinellas Park's housing and homeless needs, the City has joined four housing and community development organizations, including the National Community Development Association, the Florida Community Development Association, the Florida Housing Coalition, and the Tampa Bay Fair Housing Consortium. We also attend regular meetings of the Homeless Leadership Board, its Providers Council meetings, the Pinellas County Fair Housing Finance Authority, and the Juvenile Welfare Board.

#### **Citizen Participation Outreach**

Public Meeting	Non-targeted/broad community Partners and organizations in the community.	A Public Meeting was held on February 12, 2019. The Public Hearing was advertised in the <i>Tampa Bay Times</i> and emailed to Community Partners. Two individuals attended the public meeting to obtain information regarding the City's current progress with the goals set in the 2018-2019 Annual Action Plan.	Minutes from the February 12, 2019 public meeting are included as an attachment.	No public comments were received during this Public Meeting.
Pinellas Park Community Safety Open House	Non-targeted/broad community outreach event	April 18, 2019 – 57 respondents to the activity "How are Social Determinants affecting Health in Pinellas Park." Housing and neighborhood improvements ranked as the number one need by respondents; followed by public safety, transportation, natural environment, water and sanitation, economic development and community context.	Survey results from the April 18, 2019 public input survey are included as an attachment.	Public comments were received as answers to the survey questions and are reflected on the results report, attached.
Newspaper Ad	Minorities, Non-targeted/ broad community Partners and organizations in the community.	The City of Pinellas Park published a public notice in the <i>Tampa Bay Times</i> on June 14, 2019 advertising the availability of the draft for the 2019-2020 Action Plan. The notice provided the start and end of the 30-day comment period, available resources, proposed activities to receive funding, and the process by which to provide comments on the Plan.	To be included at the end of the public hearing.	To be included at the end of the public hearing.

Public Hearing	Non-targeted/ broad community Partners and organizations in the community.	The City will hold a public hearing on Thursday, July 25, 2019 at 6:00 pm in the City Hall Council Chambers located at 5141 78 <sup>th</sup> Avenue N., Pinellas Park, FL 33781. A notice announcing the public hearing was published on June 14, 2019 in the <i>Tampa Bay Times</i> .	To be included at the end of the public hearing.	To be included at the end of the public hearing.
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**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The main source of funding for the goals, programs, and projects discussed in this Consolidated Plan will come from the Community Development Block Grant (CDBG).

#### Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) funds received by the City can be used for a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and improved community facilities and services, provided that the activities primarily benefit low- and moderate-income residents.

Prior to becoming entitlement eligible, Pinellas Park was part of the Pinellas County Cooperative and competitively applied for and received CDBG funds that were used as follows:

- clearance and demolition of blighted structures, and
- street improvements in income-eligible areas.

#### Other funding sources

The City will utilize other available funding sources to address the needs, goals, and priorities described in this plan, including state funds, local general funds, and redevelopment funds. However, the amounts available are unknown at this time. These funds will be tracked and reported as

leveraged funds when combined with the CDBG-funded projects.

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Public Improvements, Planning & Administration	379,059	0	320,208	699,267	1,137,177	CDBG funds will be used to support the priority programs: Infrastructure Improvements and Planning and Administration

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City does not have any matching requirements for the CDBG program. One of the overall program goals of the CDBG program is to leverage every dollar of federal investment with three dollars of non-federal investment. Where possible, the City will seek projects that can maximize the impact of CDBG funds through leveraging. Sources of leverage include but are not limited to general funds, the State Housing Initiatives Partnership program (SHIP), Community Redevelopment Agency (CRA) funds, and private financing.



**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City has not identified any publicly owned land or property that will be used to address the needs described in the plan.

### **Discussion**

Pinellas Park will utilize the proposed allocation for the 2019 program year to make infrastructure improvements identified through the needs assessment and public input. Due to the small amount of federal funding, the City will utilize no more than 15 percent of the allocation for planning and administration costs. To expand the City's capacity for delivering these programs, other sources of funding will be sought out.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Community Development Facilities and Improvements	2019	2022	Non-Housing Community Development	Citywide	Non Housing Community Development	CDBG: \$322,201	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 296 Households Assisted
2	Planning Administration and Capacity Building	2019	2022	Planning & Administration	Citywide	Non Housing Community Development	CDBG: \$56858	Other: 1 Other

Table 6 – Goals Summary

#### Goal Descriptions

1	<b>Goal Name</b>	Community Development Facilities and Improvements
	<b>Goal Description</b>	The City proposes to invest in improvements to facilities and infrastructure that will primarily benefit low and moderate income persons. The City has identified the Fairlawn Park Neighborhood as a community in dire need of infrastructure improvements. In the 2019 program year, the City will continue to make improvements in the Fairlawn Park neighborhood, specifically sidewalks and ADA ramps. Improvements are not expected to be completed until the end of the 2020.
2	<b>Goal Name</b>	Planning Administration and Capacity Building
	<b>Goal Description</b>	The City will use available federal funds to comply with the planning, administrative, and reporting requirements associated with the HUD grants. This goal will also support the City's actions to affirmatively further fair housing. A portion of funds may be granted to non-profit partners to help expand their capacity to assist the City in meeting their goals and objectives of this plan.



## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City's federal resources from HUD are relatively small compared to the level of need in the community. For this reason, the City is limiting the number of projects in program year 2019. In future years, as the City expands its capacity for administering CDBG funding, projects and activities will extend beyond public facilities and infrastructure improvements.

#### Projects

#	Project Name
1	Fairlawn Park Neighborhood Safety & Mobility Project
2	Administration

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Due to limited funding availability, it is necessary to limit the number of projects Pinellas Park undertakes while working to expand its capacity to implement CDBG funds. The Fairlawn Park Neighborhood is located in Census Tract 250.04. Block group 4 is designated through CPD mapping tools as 100% low-to-moderate income. Priority needs, such as the Fairlawn Park neighborhood, were determined through a comprehensive citizen participation process including a survey, public focus groups, and stakeholder meetings. Public improvement activities are eligible as long as at least 51% of the population for that target area is low and moderate-income.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	Fairlawn Park Neighborhood Safety & Mobility Project
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Community Development Facilities and Improvements
	<b>Needs Addressed</b>	Non Housing Community Development
	<b>Funding</b>	CDBG: \$322,201
	<b>Description</b>	CDBG funds will be used to fund improvements in the Fairlawn Park neighborhood, including the construction of sidewalks and ADA accessibility ramps.
	<b>Target Date</b>	September 2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Fairlawn Park community has a population of 674. An estimated 350 school age children walk or bike through Fair Lawn Park to attend nearby elementary and middle schools. The daily traffic count through Fairlawn Park during the weekdays exceeds 4,000 with less traffic on the weekends and holidays.
	<b>Location Description</b>	<p>The Fairlawn Park community is located in Census Tract 250.04, Block Group 4 and has a population of 674. 100% of the residents are low- to moderate-income. The homes are small (mostly 1,000 sq. ft. or less) single family dwellings that were built between 1959 and 1965. Many of them have two bedrooms with enclosed carports used for additional living space. School age children living in Fairlawn Park live within a two mile radius of an elementary and middle school, making them ineligible for school bus transportation. Together, the two schools serve nearly 2,000 students and children living outside of this block group must walk or ride their bikes through this area to reach their schools.</p> <p>Three main thoroughfares, 66th Street, Park Boulevard and Belcher Road lie on the outskirts of Fairlawn Park and daily traffic counts for these roadways exceeds 20,000. Often times, drivers bypass these high traffic roads and cut through Fairlawn Park on 78th Avenue. This makes for a dangerous path for pedestrians, bicyclists and those in wheelchairs.</p>
2	<b>Planned Activities</b>	<p>Public Facility: 24 CFR 570.201(c)</p> <p>Low Mod Area 570.208(a)(1) or Limited Clientele</p> <p>CDBG Matrix Code - 03L (Sidewalks)</p>
	<b>Project Name</b>	Administration
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Planning Administration and Capacity Building

<b>Needs Addressed</b>	Affordable Housing Homeless Non Homeless Special Needs Non Housing Community Development Public Housing
<b>Funding</b>	CDBG: \$56,858
<b>Description</b>	Funds will be used to support the general administration and oversight of all CDBG-funded projects.
<b>Target Date</b>	
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Pinellas Park's estimated 2018 population was 53,188. CDBG funds will be utilized throughout the city limits and therefore the entire population has an opportunity to benefit from this program.
<b>Location Description</b>	Citywide
<b>Planned Activities</b>	CDBG General Administration (24CFR 570.206) and CDBG Planning (24 CFR 570.205); National Objective is not required for administrative and planning activities.



## **AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

In the 2019 program year, the City proposes to use its available resources to make improvements throughout the Fairlawn Park neighborhood, a low-moderate income community. Census tract 250.04, Block Group 4, has an estimated population of 674 and 100 percent of the population fall below the poverty level. Nearly 40 percent of the population are children, school age or younger. According to the 2016 American Community Survey, the median household income is \$11,204, down 2.3 percent over the last five years. The homes in this community were built between 1959 and 1965 and have an estimated 900 square feet of living space.

### **Geographic Distribution**

Target Area	Percentage of Funds
250.04 BLK 4	85%

Table 8 - Geographic Distribution

### **Rationale for the priorities for allocating investments geographically**

CDBG projects that will meet the Low Mod Area (LMA) national objective must be primarily residential and have a service area where at least 51% of the residents are considered to be low and moderate income. When selecting potential LMA projects to support, the City will ensure that the service area will satisfy the LMA requirements. Beyond LMA compliance, the City has not identified any target areas that will receive higher priority than others when determining the allocation of funding.

### **Discussion**

Census tract 250.04, Block Group 4, has an estimated population of 674. 78.95 percent of the population fall below the poverty level. Nearly 40 percent of the population are children, school age or younger. According to the 2016 American Community Survey, the median household income is \$11,204, down 2.3 percent over the last five years. The homes in this community were built between 1959 and 1965 and have an estimated 900 square feet of living space. Children in this community live within a two-mile radius of an elementary and middle school, making them ineligible for school bus pick up or delivery. Their main modes of transportation to and from school are walking and bicycling. The need for sidewalks and ADA ramps in this community is a high priority for the City of Pinellas Park.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City does not propose to carry out any housing activities in the first year of it's Strategic Plan.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

Due to the limited amount of funding available, the City partners with non-profit organizations and the Pinellas County Housing Authority working together to develop affordable housing units throughout the City. These partnerships are strong and growing. In an effort to one provide clean, safe and healthy living to all of our citizens, the City of Pinellas Park continues to research viable funding sources for affordable housing and owner-occupied housing rehabilitation.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Pinellas Park does not have a public housing authority and it does not operate any public housing units or housing choice voucher programs for public housing residents. Pinellas Park residents wishing to apply for public housing must apply for a voucher through Pinellas County Housing Authority (PHA). The City will provide information/referral to those seeking assistance.

### **Actions planned during the next year to address the needs to public housing**

Assessing the needs of public housing and its availability takes education and strong partnerships. Pinellas Park regularly attends meeting of the Pinellas County Fair Housing Authority. The City holds memberships with the Tampa Bay Fair Housing Consortium, the Florida Housing Coalition, the Florida Community Development Association, Inc., and the National Community Development Association, Inc. Members of City staff will be attending the 32<sup>nd</sup> Annual Statewide Affordable Housing Conference. The City makes available information to citizens that will inform them of the process for applying for public housing.

Through the City's Street Outreach Program, operated by Pinellas Park's Community Policing Unit, housing information is disseminated to those in need. Also, the City provides information/referrals to the PHA for residents regarding programs that may provide them some assistance with applying for and receiving public housing, educational programs, job training.

Pinellas Park through a partnership with Pinellas Opportunity Council, operates a small non-profit, Pinellas Park Angel Fund. The agency provides assistance for Pinellas Park residents who qualify based on income and size of household. Residents receive assistance to avoid electric and water disconnection, rent for those at-risk, and security deposits for persons age 55 years or older.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Pinellas Park defers to the Pinellas County Housing Authority's activities to increase resident involvements. The following is from the Pinellas County Five-Year Consolidated Plan:

Resident initiative is strongly encouraged by the PCHA administration. The PCHA has established regular monthly tenant meetings in all complexes. However, the tenant participation is very poor. In a few complexes, tenants do attend the monthly meetings and give their input. The PCHA has prepared By-laws and a Resident Association Management Agreement. Several public housing residents have been sent to different Resident Initiative Programs conducted by RAHRO, NAHRO, and other groups on occasions when a Resident Initiative Workshop was offered. PCHA has Family Self-Sufficiency and Resident Opportunity Self-Sufficiency programs in place for all assisted residents who volunteer to



participate. As part of the funding requirement, Pinellas County incorporated continued work/job training program requirements for applicant preference at the Landings at Cross Bayou apartments into the management plan for the community in an effort to assure incentives to self-sufficiency for continued occupancy at the revitalized development.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Pinellas Park falls under the Pinellas County Housing Authority's jurisdiction. Per referencing Pinellas County's profile page, the Authority is not designated as troubled under 24 CFR part 902.

Pinellas Park attends regular meetings of Pinellas County Housing Authority to stay informed and to ensure the PCHA is compliant with federal regulations.

**Discussion**

The City of Pinellas Park does not manage public housing so this is not applicable to the jurisdiction.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Pinellas Park is within the jurisdiction of the Pinellas County Homeless Leadership Board which serves as the lead agency for the St. Petersburg, Clearwater, Largo/Pinellas County Continuum of Care (CoC). The CoC is principal planning organization in the area's efforts to address homelessness. The CoC receives approximately \$4 million directly from HUD on an annual basis to address homelessness throughout Pinellas County. For the purposes of this Strategic Plan, the City coordinates its efforts to address homelessness based on the needs, priorities, and goals of the CoC as a whole. The City will provide information/referral to those seeking assistance.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City's limited funding sources available through the Consolidated Plan will not be used for this strategy in the current program year. The City will use local funds to support a full time Homeless Outreach officer with 100% of his time dedicated to this cause. The officer identifies encampments; makes referrals to shelters; arranges transport to shelters, provides referrals for people to get id's - birth certificates; the City provides free bus passes. The non-profit organization Directions for Living also provides a full time outreach coordinator to Pinellas Park. The representative's office is in the Community Redevelopment Area's annexed police department where the representative screens individuals and families and places them in shelters or assists them in completing paperwork for housing.

The City supports the local Continuum of Care in their efforts to conduct outreach and assessment. The CoC utilizes a Coordinated entry (CES) system to help prioritize assistance based on vulnerability and severity of service needs. This process ensures that people who need assistance the most can receive it in a timely manner. All members of the CoC are required to use coordinated entry. The CES is designed to move people out of homelessness as quickly and efficiently as possible. All agencies in CES are Housing First and ensure low barrier access to assistance/housing.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City's limited funding sources available through the Consolidated Plan will not be used for this strategy in the current program year. The City supports the Pinellas Hope project with local funding. Pinellas Hope is a 10-acre homeless facility located in Pinellas Park. It has 156 various

permanent and transitional housing units; 40 dedicated to military veterans and 10 ADA accessible.

The City also supports the local Continuum of Care in their efforts to address the emergency and transitional housing needs of homeless persons. According to the latest homeless inventory count, the local system has 1,378 emergency beds and 740 transitional housing beds.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City's limited funding sources available through the Consolidated Plan will not be used for this strategy in the current program year. The City supports the local Continuum of Care in their efforts to transition homeless persons to permanent housing and independent living and provide information/referrals to those seeking assistance. The CoC uses the majority of its funds (62% in FY2016) for permanent supportive housing and rapid re-housing.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City's limited funding sources available through the Consolidated Plan will not be used for this strategy in the current program year. The City supports the local Continuum of Care in their efforts to prevent homelessness.

The Homeless Leadership Board (HLB) works with appropriate local and State governments to ensure that persons leaving publicly funded institutions or systems of care are discharged to the community to a specific address to prevent homelessness and the need to access homeless services. The Ten-Year Plan to End Homelessness in Pinellas County Continues to provide the oversight of discharge planning.

The communities have set practices to address youth aging out of the foster care and individuals being released from health care facilities, mental health facilities and correctional facilities. More detailed information of the practices for these categories can be found in the in the additional information



related to questions in the plan section of the attachments.

## **Discussion**

Elected officials and City Staff attend and participate at monthly meetings of the Homeless Leadership Board (Pinellas County's CoC Administrator) and the HLB's Providers Council. The HLB prepares and updates the CoC. The HLB Network drafted Opening Doors of Opportunity: A 10-Year Plan to End Homelessness in Pinellas County, to establish the groundwork for guiding Pinellas County and its jurisdictions in their efforts to end homelessness.

The City of Pinellas Park supports the HLB and its Strategic Plan. The CoC strategic planning objectives include:

- Creation of new permanent housing beds for chronically homeless through conversion of transitional housing beds to permanent supportive housing
- Increase the percentage of homeless persons that are successful in staying in permanent housing over six months
- Increase the percentage of persons employed at program exit to a success rate of 20 percent
- Decrease the number of homeless households with children
- Facilitate access to essential services needed to obtain mainstream services.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

In 1991, HUD published a study that found regulatory barriers—public processes and requirements that significantly impede the development of affordable housing without commensurate health or safety benefits—directly raise development costs in some communities by as much as 35 percent. A number of causes, including infrastructure costs, local building practices, bureaucratic inertia, and property taxes contributed to this network of barriers. The report concluded that opposition to affordable housing, often called “Not In My Back Yard” or NIMBY, was the underlying motive that lay behind many of these regulatory barriers to intentionally limit growth in general and affordable housing in particular.

Regulatory barriers to urban development include the development approval process which requires coordination among various departments, agencies, and commissions. Maneuvering through such processes typically adds significant additional time and cost constraints to projects already hampered by the challenges of site assembly, obtaining clear title, and the unique challenges of urban sites.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Pinellas Park is in the process of updating its Comprehensive Plan, Land Development Code, and the Community Redevelopment Area’s Plan; and continues to work to eliminate barriers that limit the preservation and/or production of affordable ownership and rental housing for residents in the community. Pinellas Park has a significant shortage of both affordable ownership and rental housing. Although the current purchase prices of homes in the city remain low and interest rates are low, purchase prices are beginning to increase.

This combined with larger down payment requirements and tighter credit standards keeps homeownership from being affordable. The average rental apartment housing in Pinellas Park is not affordable to very-low, or low-income households. Data from the National Low Income Housing Coalition indicates that it takes a household income of \$37,340 to afford a two-bedroom rental unit at Fair Market Value. According to the American Community Survey, over thirty-eight (38) percent of Pinellas households have annual household incomes of less than \$35,000. Countywide, forty-eight (48) percent of owner households and fifty-six (56) percent of rental households have monthly mortgage or rent payments that exceed HUD’s affordability standards.

Affordable housing barriers can result from well-meaning activities that are not intended to affect the cost of housing but do. This includes setback requirements for public safety purposes, landscaping requirements to beautify areas, and density limitations for transportation effects. Several factors exist that impede the development of affordable housing in Pinellas Park. Government review processes prolong development timelines resulting in increased per unit housing development costs. Impact fees,

charged to defray the cost of constructing and maintaining water, sewer and transportation systems, can increase the costs of single and multifamily developments approximately 4 to 5 %. Zoning and Land Use Codes can restrict unit density, impacting the supply of affordable housing. These policies, although enacted to protect general public welfare, hinder the development of affordable housing.

**Discussion:**

The most significant barrier continues to be the lack of financial resources to address affordable housing. Pinellas Park residents rely on HOME and SHIP funding for housing assistance. Funds from these sources are managed and disbursed by Pinellas County agencies and the allocations fluctuate. With continued reductions in Federal and State affordable housing funds, there will be additional impact to the number of households that can be served.



## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Updates and revision to the aforementioned Comprehensive Plan, the Land Development Code, and the Community Redevelopment Plan will address the obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

Pinellas Park recently hired a Health/Urban Planner to implement the City's "Health in All Policies" strategy. Through the use of a health lens, obstacles as described previously will be addressed through the use of a Health Impact Assessment. The findings from these assessments will be presented to policy makers.

### **Actions planned to address obstacles to meeting underserved needs**

Given the limited amount of resources and current capacity of the City, the City alone cannot fully address all of the community needs. Over the course of the next program year, the City will work to expand its capacity to administer additional programs through the creation of policies and procedures for public service activities and housing rehabilitation. The City will provide information/referrals to those seeking assistance.

### **Actions planned to foster and maintain affordable housing**

During this program year, the city will not directly fund any affordable housing projects through the use of Consolidated Plan funds. However, a number of affordable housing projects are near full development throughout Pinellas Park and City staff are coordinating with developers, property managers, and property owners to ensure consistency with the City's comprehensive plan.

### **Actions planned to reduce lead-based paint hazards**

The Florida Department of Health (DOH) is the primary agency for addressing lead poisoning in the County. Budgetary constraints have limited lead screening and case management activities; however, the DoH still responds to reported cases of lead poisoning as determined by local pediatricians and health care providers. For children identified with high blood lead levels, a lead assessment of the home is recommended. A specialist performs inspections and risk assessments at no charge for families with children having elevated Blood Lead Levels (BLL), family day care homes, and day care centers. DOH also works to identify lead-based paint hazards in the environment.

Federally funded housing programs in the City comply with the lead paint requirements of 24 CFR Part

35. Based on the level of investment, the City will fund interim controls and abatement activities.

#### **Actions planned to reduce the number of poverty-level families**

The City will continue to coordinate its programs and its outreach efforts to ensure the consumers of the anti-poverty programs administered by the State of Florida, such as food stamps and TANF, are aware and can make use of any programs funded by the City.

Additionally, the City is required to comply with the Section 3 regulations for any CDBG-funded project. When feasible, the City will provide job training, employment, and contract opportunities for public housing residents and other low- and moderate-income residents in connection with construction projects funded under the Consolidated Plan. This provision helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

#### **Actions planned to develop institutional structure**

The City will begin to identify and coordinate with local non-profits in the area who are interested in using CDBG funds in the second year of the Strategic Plan.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City continues to work within existing networks, such as the Continuum of Care, to strengthen coordination between all affordable housing and community development stakeholders in Pinellas Park. The City participates in housing meetings during the program year to better understand the needs and priorities of the stakeholders and their clients and use this information to better inform its own strategies and approaches to the needs of low and moderate income residents of the City.

#### **Discussion:**

The City is committed to continuing its participation and coordination with Federal, State, municipal and local agencies, as well as with the private and non-profit sector, to serve the needs of target income individuals and families in the community. In particular, the City will continue to work in close coordination with City departments regarding infrastructure improvements and the provision of services.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. 0
3. The amount of surplus funds from urban renewal settlements 0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan 0
5. The amount of income from float-funded activities 0 Total Program Income: 0

#### Other CDBG Requirements

1. The amount of urgent need activities 0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

### Community Development Block Grant Program (CDBG)

#### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. 0

Annual Action Plan 43



3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### **Other CDBG Requirements**

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

RESOLUTION NO. 19-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA APPROVING THE SUBMISSION OF THE 2019 - 2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

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**WHEREAS**, the City of Pinellas Park (City) is an entitlement community for the Community Development Block Grant (CDBG) Program; and

**WHEREAS**, pursuant to regulation of the United States Department of Housing and Urban Development (HUD), the City is required to submit an Annual Action Plan; and

**WHEREAS**, the City's Community Development Department has prepared the 2019-2020 Annual Action Plan outlining the community development activities, objectives and budget for use of HUD funds; and

**WHEREAS**, the City of Pinellas Park published the Notice of the Annual Action Plan on June 7, 2019 to start the local thirty (30) day comment period.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION ONE:** That the 2019-2020 Annual Action Plan, attached hereto and incorporated herein as Exhibit A, is hereby approved.

**SECTION TWO:** That the Mayor, as the official representative of the City, is hereby authorized and directed to sign the Application for Federal Assistance and Submit the 2019-2020 Annual Action Plan to HUD for review and approval.

**SECTION THREE:** That this Resolution shall be in full force and effect immediately after its passage and approval in the manner provided by law.

PUBLISHED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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Sandra L. Bradbury  
MAYOR

ATTEST:

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Diane M. Corna, MMC  
CITY CLERK

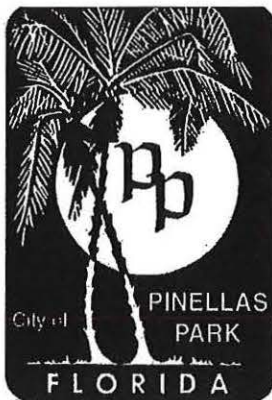


City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

June 4, 2019

Ms. Tammy Hillier  
Community Services Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-159**  
**Resolution Adopting 2019-2020 CDBG Annual Action Plan**

Dear Ms. Hillier:

I have received and reviewed the above-mentioned Resolution. I note that Section One of the Resolution approves the 2019-2020 Annual Action Plan. Such Action Plan was not included with such Resolution, and has not been reviewed by our office. I would recommend that the 2019-2010 Annual Action Plan be attached to the Resolution as Exhibit A and that Section One of the Resolution be updated to read as follows: "That 2019-2020 Annual Action Plan, attached hereto and incorporated herein as Exhibit A, is hereby approved."

Once the above-mentioned change is incorporated into the Resolution, I would approve of the Resolution as to form and correctness.

Very truly yours,

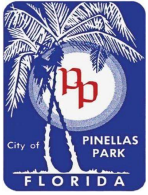
James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Asst. City Manager  
Susan Walker, Community Development Administrator

JWD/law



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# City of Pinellas Park

## Staff Report

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**File #:** 19-198, **Version:** 1

**Agenda Date:** 7/25/2019

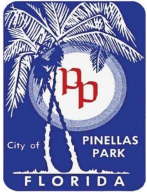
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### **RECEIPT OF RESIGNATION AND APPOINTMENT TO PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**

NOTE: At the March 22, 2012 City Council Meeting, Councilwoman Patricia Johnson was appointed to represent the City of Pinellas Park on the Pinellas Suncoast Transit Authority Board. Due to personal reasons, Councilwoman Johnson will be resigning her position and Vice-Mayor Keith Sabiel has agreed to serve the unexpired term of Councilwoman Johnson through September 30, 2019.

ACTON: (Approve - Deny) the resignation of Councilwoman Patricia Johnson as the City representative on the Pinellas Suncoast Transit Authority Board and the appointment of Vice-Mayor Keith Sabiel to serve the unexpired term that expires on September 30, 2019.

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# City of Pinellas Park

## Staff Report

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**File #:** 19-182, **Version:** 1

**Agenda Date:** 7/25/2019

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**REAPPOINTMENT TO PLANNING AND ZONING COMMISSION - Dennis Shelley**

NOTE: The term of Dennis Shelley will expire July 28, 2019. He was appointed in May 2004 and has expressed an interest in continuing to serve on the Planning and Zoning Commission for another term.

ACTION: (Approve - Deny) The reappointment of Dennis Shelley to serve as a member of the Planning and Zoning Commission with his term to expire July 31, 2022.

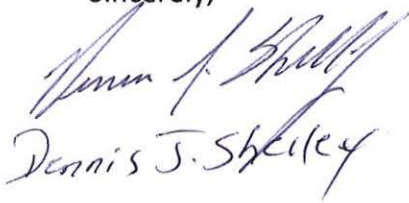
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Subject: Interest in continuation to serve on the Planning and Zoning Commission

To Whom it May Concern:

Please accept this letter as an expression of interest to serve the community on the Planning and Zoning Commission. My term expires on July 28<sup>th</sup>, 2019 and I do wish to continue serving the City Council and citizens of Pinellas Park.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis J. Shelley". The signature is stylized with a large, sweeping initial "D" and "S".

Dennis J. Shelley



# CITY OF PINELLAS PARK, FLORIDA

## ATTENDANCE RECORD – 2019

### PLANNING AND ZONING COMMISSION

MEMBER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DENNIS SHELLEY	NM	NM	P	P	P	E	NM					
LOU BOMMATTEI	NM	NM	P	E	P	P	NM					
MUNAF KAPADIA	NM	NM	P	P	P	P	NM					
JAMES MADDEN	NM	NM	P	P	P	P	NM					
BRENDA BRAITLING	NM	NM	P	P	P	P	NM					
NEIL KUMMERER	NM	NM	P	P	P	P	NM					
ZACHARY HANCOCK	NM	NM	P	P	P	P	NM					

P = PRESENT

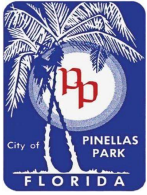
E = EXCUSED

U = UNEXCUSED

R = RESIGNED

NM = NO MEETING

\*\* = NEWLY APPOINTED



# City of Pinellas Park

## Staff Report

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**File #:** 19-185, **Version:** 1

**Agenda Date:** 7/25/2019

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**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A WARRANTY DEED FOR PROPERTY FROM MATTER BROTHERS REAL ESTATE, L.C. - 7801 U.S. Highway 19 North**

NOTE: The Public Works Department requests that the City of Pinellas Park accept a Warranty Deed from the Matter Brothers Real Estate, L.C. for a Six Hundred and Thirty-Nine (639) foot by Twenty-Five (25) foot segment of property. The area is of interest to the City of Pinellas Park for right-of-way purposes.

ACTION: (Approve - Deny) Authorization for the City to accept a Warranty Deed for property on 7801 U.S. Highway 19 North from Matter Brothers Real Estate, L.C.

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## CITY OF PINELLAS PARK

# Staff Report

Community Development Department  
Planning & Development Services Division

### I. APPLICATION DATA

- A. **Case Number:** Not applicable
- B. **Location:**  
1. **Address:** Located at 7801 US Highway 19 North  
2. **Parcel Number:** A portion of 27-30-16-69840-100-2902
- C. **Request:** The City has interests in the right-of-way of the parcel and is requesting to have the piece of the parcel dedicated to the City.
- D. **Applicant:** Matter Brothers Furniture
- E. **Agent:** Aaron Petersen, Construction Services Director
- F. **Legal Ad Text:** Not applicable
- G. **Public Hearings:**  
  
Board of Adjustment Hearing Date: Not applicable  
  
Planning and Zoning Commission Hearing Date: Not applicable  
  
City Council Hearing Date(s): 7/25/2019  
Deadline to send public hearing notices: Not applicable  
Advertising deadline: Not applicable

### II. BACKGROUND INFORMATION

- A. **Site Area:** a Six Hundred and Thirty-Nine (639) foot by Twenty-Five (25) foot segment of property
- B. **Essential Services:**  
  
1. **Staff Analysis:** The deed has been reviewed by all relevant departments and it would not cause any undue strain on City resources.

### III. SUMMARY

#### A. Findings

Based on the information and analysis contained in this report, staff finds as follows: The City will now own the area that the road drainage infrastructure is within and legally be able to maintain it. Previously the drainage ditch was within private property without easement. The ditch has been piped as part of this development with access points. This drainage way conveys the drainage of 78th Avenue N. and US HWY 19 N. to the PPWMD Channel 2. This section of 78th Avenue N. will now meet the required size north of centerline.

#### B. Staff Recommendation

Consistent with the above identified findings, and subject to such additional findings of fact as are established at a public hearing, if applicable, staff recommends **acceptance** of this warranty deed for right-of-way.

Planning & Development Services Director: \_\_\_\_\_

Community Development Administrator: \_\_\_\_\_

### IV. ACTION:

#### CITY COUNCIL – MOVE TO:

- 1: APPROVE
- 2: APPROVE WITH THE FOLLOWING CONDITIONS:
- 3: DENY

### V. ATTACHMENTS:

Exhibit A: Application with Legal Description

Exhibit B: Aerial Map

Exhibit C: Land Use Map

Exhibit D: Zoning Map

Exhibit E: FIRM Map

Exhibit F: Site Photographs

Exhibit G: Attorney Letter



**Exhibit "A"**  
**Application & Legal Description**

THIS WARRANTY DEED, Made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2019,

By **MATTER BROTHERS REAL ESTATE, L.C.**, hereinafter called the Grantor,  
and **THE CITY OF PINELLAS PARK, a Florida municipal corporation**,

whose mailing address is: 5141 78th Avenue North, Pinellas Park, FL 33781,

hereinafter called the Grantee, of the County of Pinellas in the State of Florida.

WITNESSETH, That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations to said Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said Grantee, and Grantee's heirs, or successors, and assigns forever, all that certain parcel of land in the County of Pinellas and State of Florida, to wit:

**PARCEL NO. : A PORTION OF 27-30-16-69840-100-2902** as further described below and depicted in Exhibit A (sketch of proposed right-of-way Deed area), which is attached hereto and made a part hereof

**LEGAL DESCRIPTION**

**(A 639.17' x 25' x 639.17' x 25' parcel of land dedicated for Right-of-Way)**

THE PROPERTY TO BE DEEDED TO THE CITY OF PINELLAS PARK FOR RIGHT OF WAY IS THAT PORTION OF PARCEL# 27-30-16-69840-100-2902, FURTHER DESCRIBED AS THE EAST 25.00 FEET OF FARM 30 IN SECTION 27, TOWNSHIP 30, RANGE 16 EAST AS SHOWN BY THE MAP OF PINELLAS FARMS RECORDED IN PLAT BOOK 7, PAGE(S) 4 AND 5, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS WAS FORMERLY A PART. THE ABOVE TRACT CONTAINING 15,979 SQUARE FEET, MORE OR LESS.

A PARCEL CONTAINING 0.37 ACRES M.O.L.

*This property is not the Homestead Property of the Grantor, nor contiguous to Homestead Property of the Grantor, as such Homestead is defined by Florida Constitution.*

*Subject to easements and restrictions of record.*

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for the year 2019 and subsequent. ("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as contest requires.)

*("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as contest requires.)*

Signed, Sealed and Delivered in our Presence:

(Wit.) \_\_\_\_\_  
PRINT NAME BELOW SIGNATURE

\_\_\_\_\_  
**THOMAS M. MATTER, MANAGING MEMBER FOR  
MATTER BROTHERS REAL ESTATE, L.C.**

(Wit.) \_\_\_\_\_  
PRINT NAME BELOW SIGNATURE

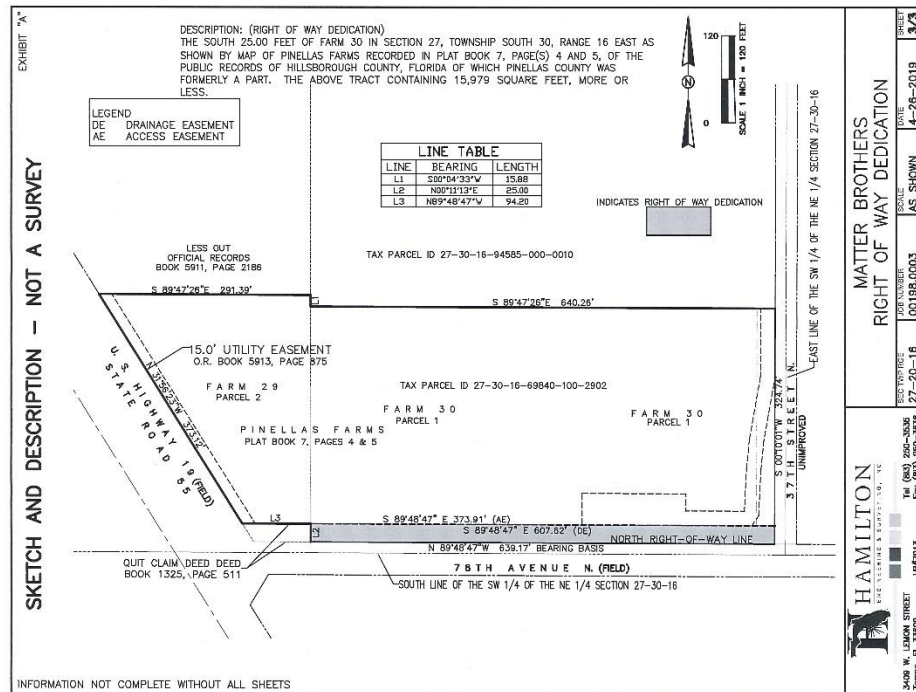
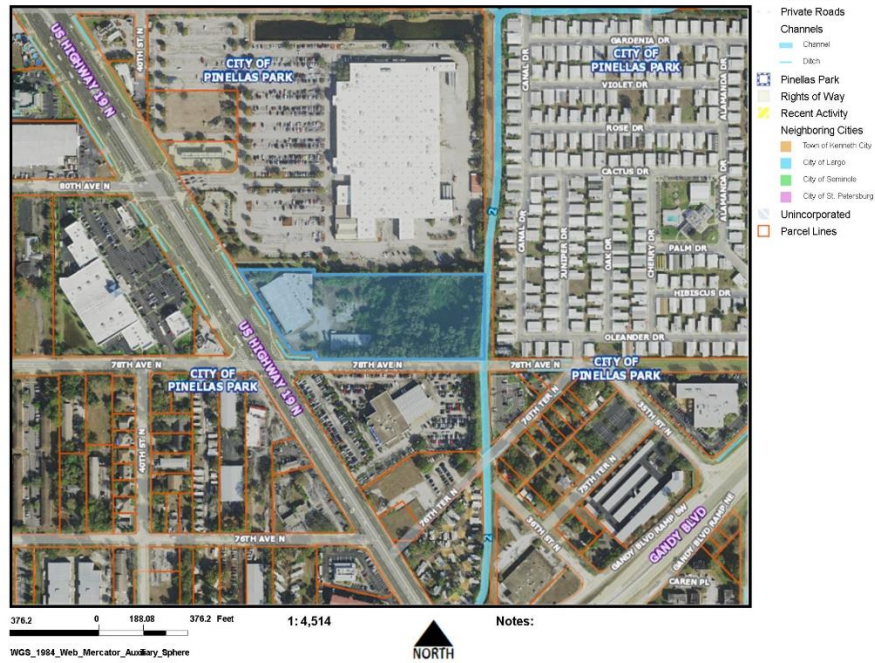
STATE OF FLORIDA  COUNTY OF PINELLAS	<div>The foregoing instrument was acknowledged before me this _____, 2019, by _____, on behalf of whom the instrument was executed. <i>(Name of person acknowledging and title of position)</i></div> <div>_____ Notary Public signature</div> <div>_____ (Name of Notary typed, printed or stamped)</div> <div>Personally known _____ or produced identification</div> <div>Type of identification produced _____</div>
<div>(SEAL ABOVE)</div> <div>The transfer of the above Property by Warranty deed from MATTER BROTHERS REAL ESTATE, L.C., to the CITY OF PINELLAS PARK, is hereby accepted by the CITY OF PINELLAS PARK, this _____ day of _____, 2019.</div> <div>_____ <b>SANDRA L. BRADBURY, MAYOR</b></div>	
ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.	
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>Warranty Deed</u> Number of Pages <u>1</u> Date of Document _____ Signers Other Than Named Above <u>NONE</u>

This Instrument was prepared by:  
Please return this instrument to:

**PLANNING & DEVELOPMENT SERVICES DIVISION**  
CITY OF PINELLAS PARK, 6051 78<sup>th</sup> Avenue N., Pinellas Park, FL 33781-1100

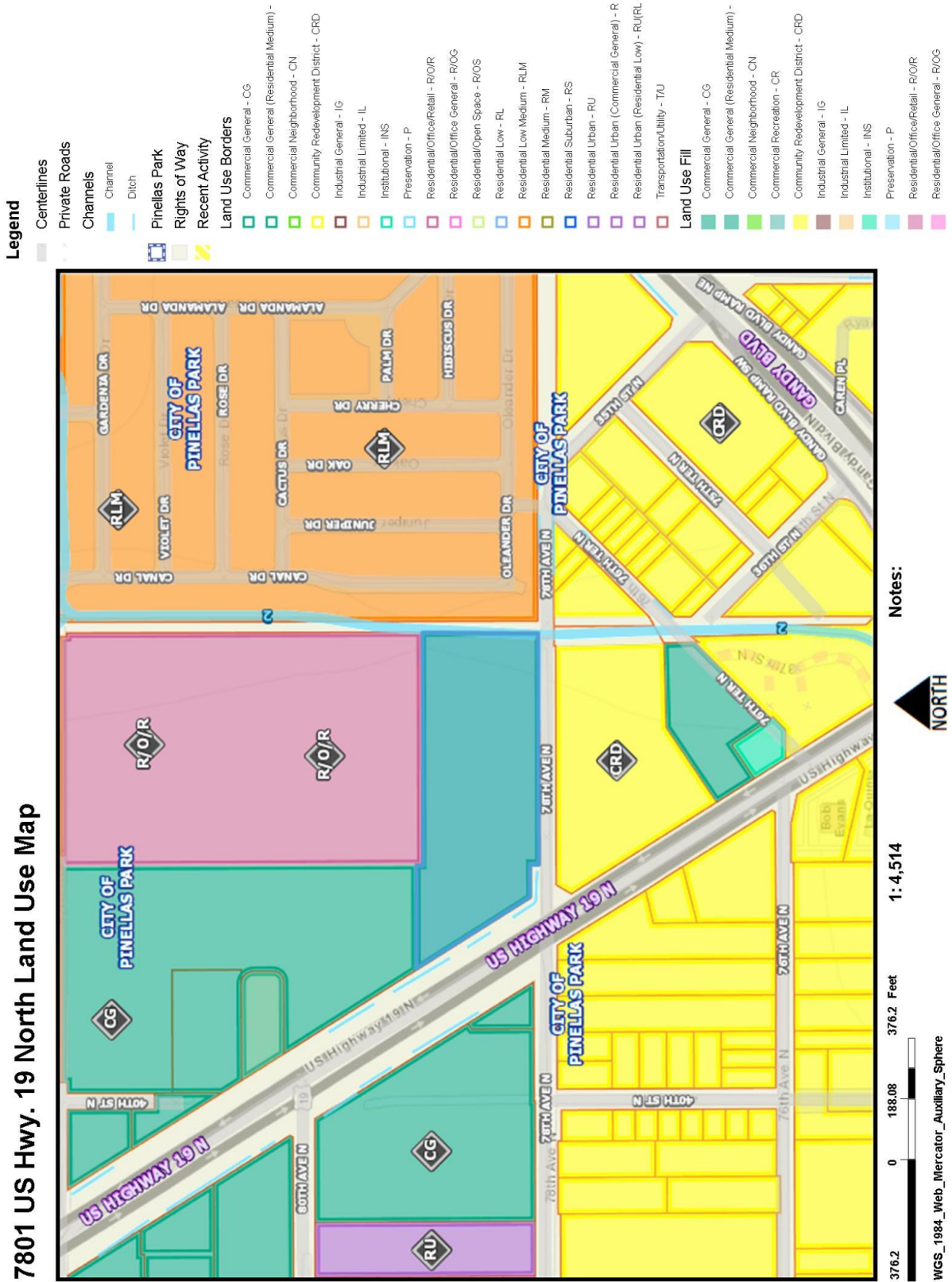
# Exhibit "B" Aerial Photograph

7801 US Hwy. 19 North Aerial Map



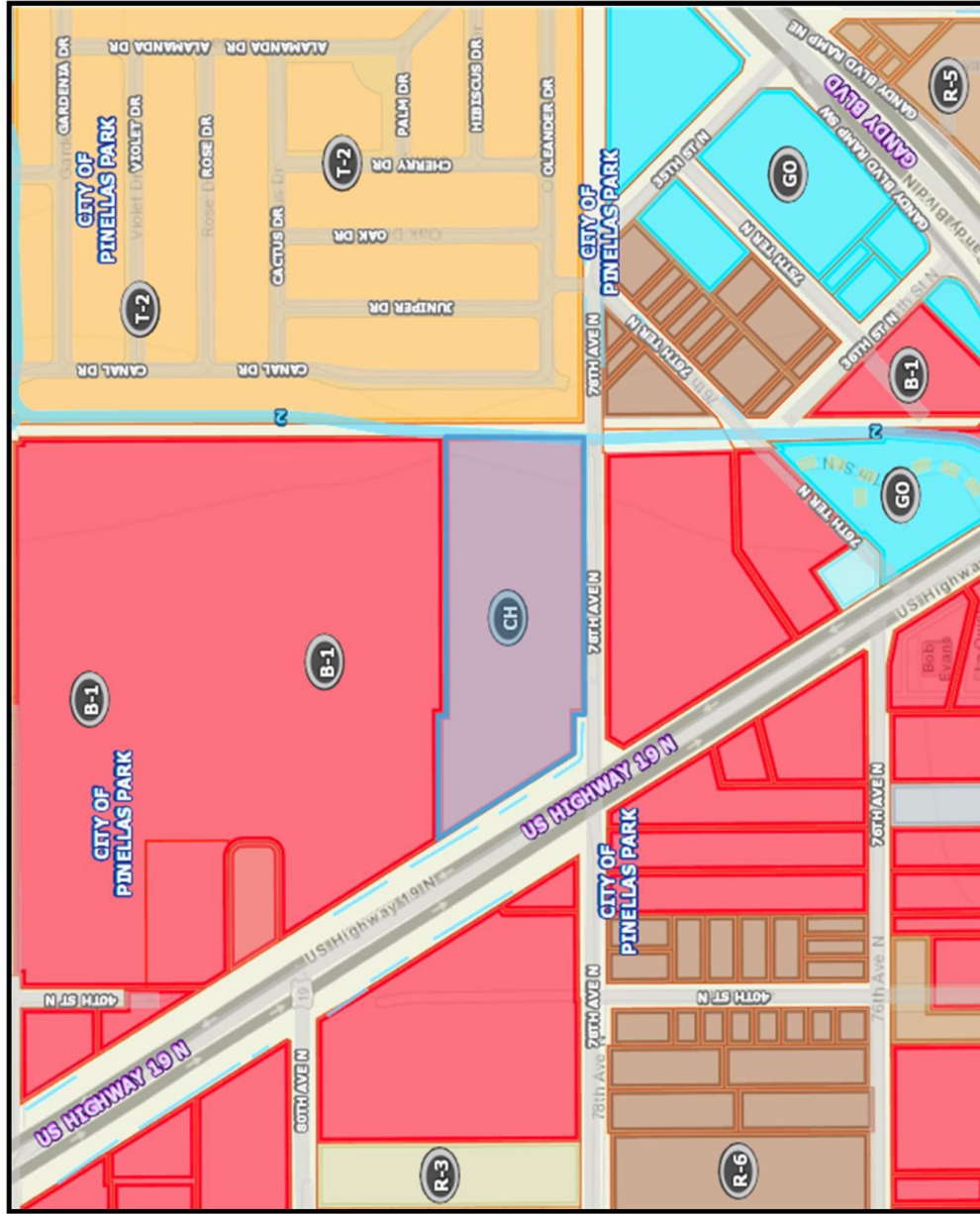
# Exhibit "C" Land Use Map

## 7801 US Hwy. 19 North Land Use Map



# Exhibit "D" Zoning Map

## 7801 US Hwy. 19 North Zoning Map



Notes:



1: 4,514

376.2 Feet

188.08

0

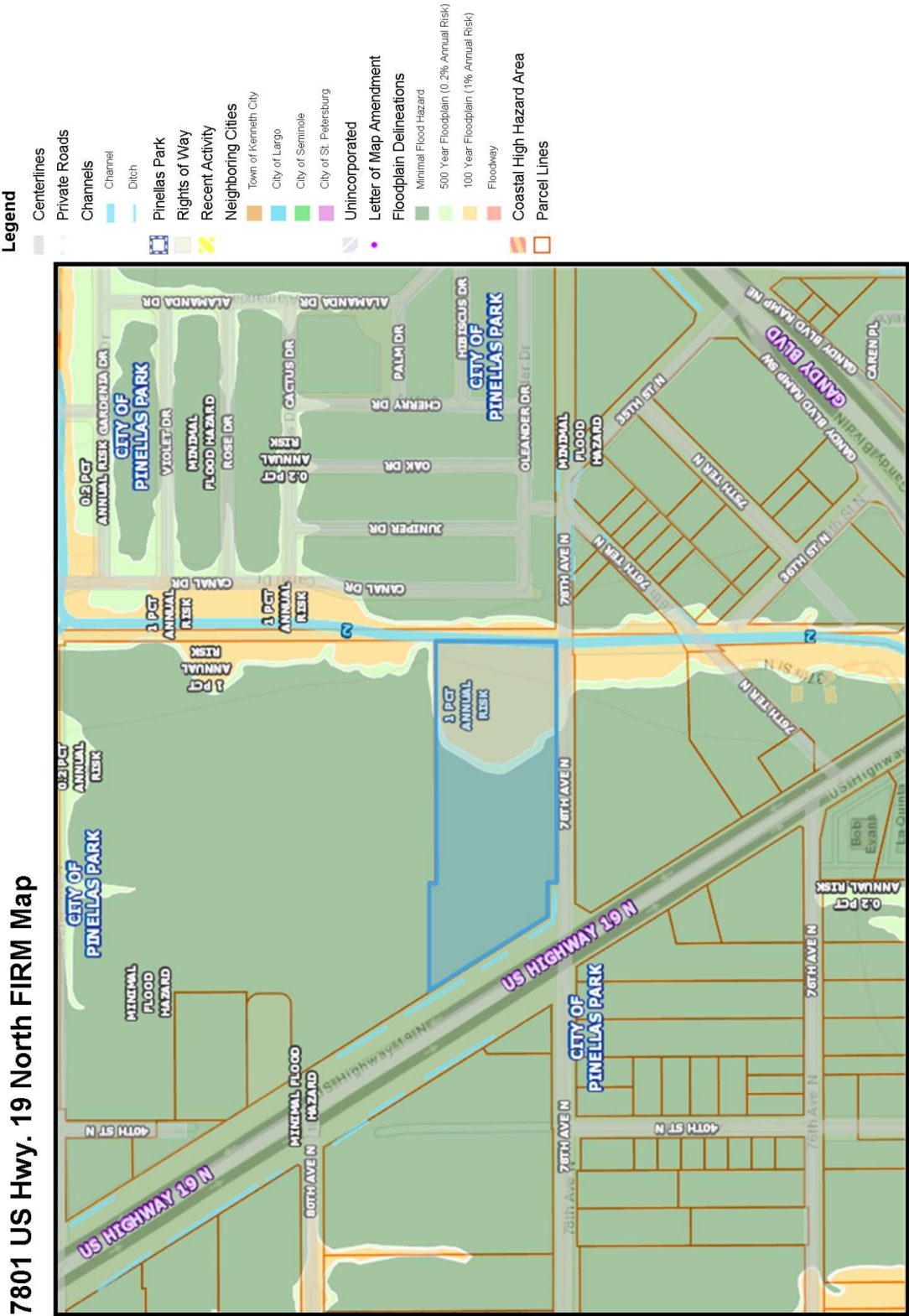
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

## Legend

- Centerlines
- Private Roads
- Channels
  - Channel
  - Ditch
- Pinellas Park
- Rights of Way
- Recent Activity
- Zoning Borders
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN
- Commercial Planned Unit Development - CP
- Farm - F
- General Office - GO
- Heavy Industrial - IH
- Industrial Planned Unit Development - IPUD
- Light Industrial - M-1
- Residential / Office / Retail - ROR
- Mixed Use Development - MXD
- Mixed Unit Development - MXD-2
- Open Space - O/S
- Public - P
- Preservation - PRES
- Single Family Residential - R-1
- Single Family Residential - R-2
- Single Family Residential - R-3
- Duplex Residential - R-4
- Multifamily Residential - R-5
- Multifamily Residential/Commercial - R-6
- Single Family Residential Estate - R-E
- Residential Planned Unit Development - RPU
- Rural Residential - RR
- Mobile Home Subdivision - T-1
- Mobile Home Park - T-2
- Town Center - TC
- Zoning Fill
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN



7801 US Hwy. 19 North FIRM Map



Notes:



1:4,514

376.2 Feet

0 188.08 376.2

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere



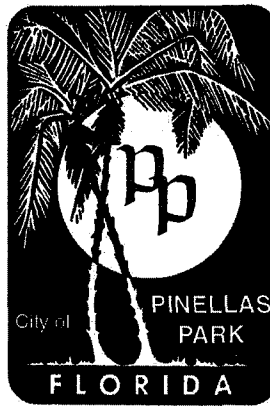
**Exhibit "F"**  
**Site Photographs**



City of

**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

June 20, 2019

Ms. Shannon Coughlin  
Economic Development Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-185**  
**Matter Brothers Real Estate Right-of-Way Deed**

Dear Ms. Coughlin:

I have received and reviewed the above-mentioned Matter Brothers Real Estate Right-of-Way Deed to the City of Pinellas Park. According to the Division of Corporations website, the legal name of the entity is "Matter Brothers Real Estate, L.C." All references in the Deed to "Matter Bros Real Estate, L.C." should be updated to read "Matter Brothers Real Estate, L.C."

In addition, I note that the signature block reads "Thomas M. Matter, Registered Agent." A Registered Agent cannot execute a deed to bind a company. However, the Division of Corporations website lists Thomas M. Matter as the Managing Member of Matter Brothers Real Estate, L.C. Therefore, the signature block should be updated to appear as follows:

---

THOMAS M. MATTER, Managing Member  
for Matter Brothers Real Estate, L.C.



C3

PRINTED ON RECYCLED PAPER

Ms. Shannon Coughlin  
Economic Development Manager  
City of Pinellas Park  
June 20, 2019  
Page 2

Once the above-mentioned changes have been incorporated into the Deed, I would approve of the Deed as to form and correctness.

Very truly yours,

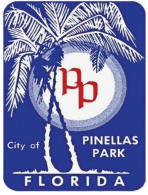
A handwritten signature in black ink, reading "Lauren Christ Rubenstein". The signature is fluid and cursive, with the first name "Lauren" being larger and more prominent than the last name "Rubenstein".

Lauren Christ Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator  
Benjamin Ziskal, Planning & Development Services Director

LCR/law

19-185.06202019.LSC.Matter Brothers ROW.wpd



# City of Pinellas Park

## Staff Report

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**File #:** 19-191, **Version:** 1

**Agenda Date:** 7/25/2019

---

**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A WARRANTY DEED FOR PROPERTY FROM THE COMMUNITY BIBLE BAPTIST CHURCH OF ST. PETERSBURG, INC. - 6565 78th Avenue North**

NOTE: The Public Works Department requests that the City of Pinellas Park accept a Warranty Deed from the Community Bible Baptist Church of St. Petersburg, Inc. for a Fifteen (15) foot by One Hundred and Twenty (120) foot segment of property. The area is of interest to the City of Pinellas Park for right-of-way purposes.

ACTION: (Approve - Deny) Authorization for the City to accept a Warranty Deed for property on 6565 78th Avenue North from the Community Bible Baptist Church of St. Petersburg, Inc.

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## CITY OF PINELLAS PARK

# Staff Report

Community Development Department  
Planning & Development Services Division

### I. APPLICATION DATA

- A. **Case Number:** Not applicable
- B. **Location:**  
1. **Address:** Located at 6565 78<sup>th</sup> Avenue North  
2. **Parcel Number:** A portion of 29-30-16-69876-200-2501
- C. **Request:** The City has interests in the right-of-way of the parcel and is requesting to have the piece of the parcel dedicated to the City.
- D. **Applicant:** Community Bible Baptist Church of St. Petersburg, Inc.
- E. **Agent:** Aaron Petersen, Construction Services Director
- F. **Legal Ad Text:** Not applicable
- G. **Public Hearings:**  
  
Board of Adjustment Hearing Date: Not applicable  
  
Planning and Zoning Commission Hearing Date: Not applicable  
  
City Council Hearing Date(s): 8/08/2019  
Deadline to send public hearing notices: Not applicable  
Advertising deadline: Not applicable

### II. BACKGROUND INFORMATION

- A. **Site Area:** 0.041 acres
- B. **Essential Services:**  
  
1. **Staff Analysis:** The deed has been reviewed by all relevant departments and it would not cause any undue strain on City resources.

### III. SUMMARY

#### A. Findings

Based on the information and analysis contained in this report, staff finds as follows: This is being deeded to the City as part of a new development adjacent to a right-of-way of insufficient width. Deeding it to the City will allow for the expansion of the right-of-way to meet current standards.

#### B. Staff Recommendation

Consistent with the above identified findings, and subject to such additional findings of fact as are established at a public hearing, if applicable, staff recommends **acceptance** of this warranty deed for right-of-way.

Planning & Development Services Director:

Community Development Administrator:

B/2 7/10/19  
SW 7/10/19

### IV. ACTION:

#### CITY COUNCIL – MOVE TO:

- 1: APPROVE
- 2: APPROVE WITH THE FOLLOWING CONDITIONS:
- 3: DENY

### V. ATTACHMENTS:

Exhibit A: Application with Legal Description

Exhibit B: Aerial Map

Exhibit C: Land Use Map

Exhibit D: Zoning Map

Exhibit E: FIRM Map

Exhibit F: Site Photographs

Exhibit G: Attorney Letter

THIS **WARRANTY DEED**, Made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2019,

By **COMMUNITY BIBLE BAPTIST CHURCH OF ST. PETERSBURG, INC.**,  
whose mailing address is 6565 78<sup>th</sup> Avenue North, Pinellas Park, FL 33781, hereinafter  
called the Grantor,  
and **THE CITY OF PINELLAS PARK, a Florida municipal corporation**,

whose mailing address is: 5141 78th Avenue North, Pinellas Park, FL 33781,

hereinafter called the Grantee, of the County of Pinellas in the State of Florida.

WITNESSETH, That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations to said Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said Grantee, and Grantee's heirs, or successors, and assigns forever, all that certain parcel of land in the County of Pinellas and State of Florida, to wit:

**PARCEL NO. : A PORTION OF 29-30-16-69876-200-2501** as further described below and depicted in Exhibit A (sketch of proposed right-of-way Deed area), which is attached hereto and made a part hereof

**LEGAL DESCRIPTION**

(A 120.04' x 15' parcel of land dedicated for Right-of-Way)

**PARENT PARCEL**

(OFFICIAL RECORD BOOK 9039, PAGE 737)

THE EAST ½ OF FARM 25, PINELLAS FARMS, IN THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO PLAT BOOK 7, PAGES 4 AND 5, ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART;  
LESS THE NORTH 30 FEET, AND THE EAST 30 FEET OF THE NORTH 510.93 FEET, AND ALSO LESS THE SOUTH 18 FEET THEREOF FOR ROAD RIGHTS-OF-WAY.

**SUBJECT PARCEL**

(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE EAST ½ OF FARM 25, PINELLAS FARMS, IN THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF FARM 25, PINELLAS FARMS, IN THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE 00°33'48" WEST ALONG THE EAST LINE OF SAID FARM 25 FOR 18.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 78<sup>TH</sup> AVENUE NORTH WITH THE WEST RIGHT-OF-WAY LINE OF 65<sup>TH</sup> STREET NORTH AND THE POINT OF BEGINNING; THENCE NORTH 89°49'33" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 15.00 FEET; THENCE NORTH 00°33'48" WEST ALONG A LINE PARALLEL WITH SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE FOR 120.04 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 510.93 FEET SOUTH OF THE NORTH LINE OF SAID FARM 25; THENCE SOUTH 89°47'30" EAST ALONG SAID PARALLEL LINE FOR 15.00 FEET TO AN INTERSECTION WITH SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°33'48" EAST ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE FOR 120.03 FEET TO SAID POINT OF BEGINNING.

A PARCEL CONTAINING 0.041 ACRES M.O.L.

*This property is not the Homestead Property of the Grantor, nor contiguous to Homestead Property of the Grantor, as such Homestead is defined by Florida Constitution.*

*Subject to easements and restrictions of record.*

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for the year 2019 and subsequent. ("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as contest requires.)

("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as contest requires.)

Signed, Sealed and Delivered in our Presence:

*Carolyn L. Petry*  
(Wit. as to both) Carolyn L. Petry  
PRINT NAME BELOW SIGNATURE

*Nicole Worley*  
(Wit. as to both) Nicole Worley  
PRINT NAME BELOW SIGNATURE

*John W. Stancil*  
JOHN W. STANCIL, PRESIDENT OF COMMUNITY BIBLE  
BAPTIST CHURCH OF ST. PETERSBURG, INC.

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 7/9, 2019, by  
John Stancil, on behalf of whom the  
instrument was executed. (Name of person acknowledging and title of position)

*Paul Hayenga* Notary Public signature



PAUL HAYENGA  
Notary Public - State of Florida  
Commission # GG 151280  
My Comm. Expires Oct 15, 2021  
Borded ☒ Produced identification

*Paul Hayenga* (Name of Notary typed, printed or stamped)

(SEAL ABOVE)

Type of identification produced \_\_\_\_\_

The transfer of the above Property by Warranty deed from COMMUNITY BIBLE BAPTIST CHURCH OF ST. PETERSBURG, INC., to the CITY OF PINELLAS PARK, is hereby accepted by the CITY OF PINELLAS PARK, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
SANDRA L. BRADBURY, MAYOR

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE  
DOCUMENT DESCRIBED AT  
RIGHT:

Title or Type of Document Warranty Deed  
Number of Pages 3 Date of Document \_\_\_\_\_  
Signers Other Than Named Above NONE

This Instrument was prepared by:  
Please return this instrument to:

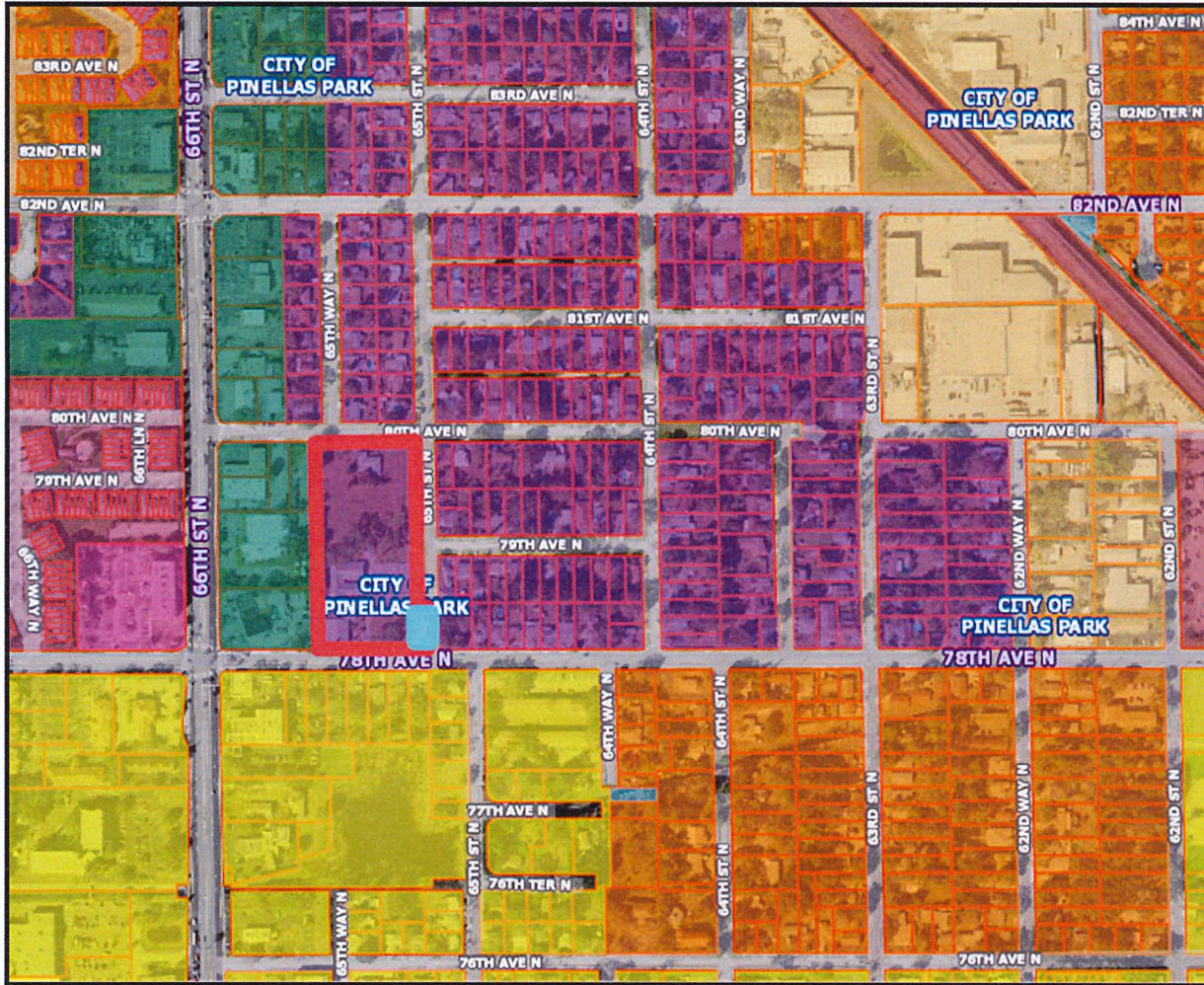
**PLANNING & DEVELOPMENT SERVICES DIVISION**  
CITY OF PINELLAS PARK, 6051 78<sup>th</sup> Avenue N., Pinellas Park, FL 33781-1100







# Land Use Map



478.9 0 239.46 478.9 Feet

1:5,747

Notes:

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere



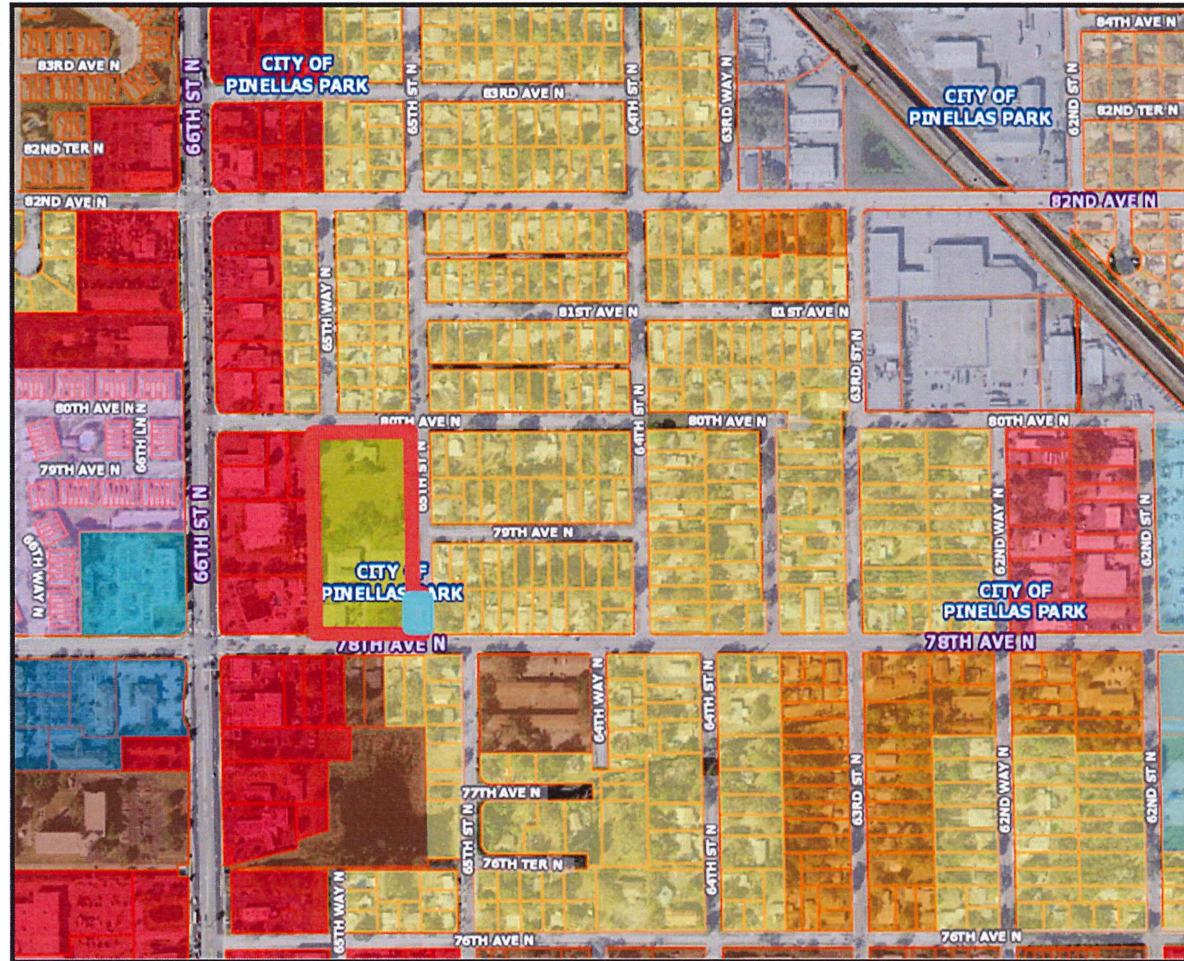
## Legend

- Centerlines
- Pinellas Park
- Land Use Borders
  - Commercial General - CG
  - Commercial General (Residential Medium) -
  - Commercial Neighborhood - CN
  - Community Redevelopment District - CRD
  - Industrial General - IG
  - Industrial Limited - IL
  - Institutional - INS
  - Preservation - P
  - Residential/Office/Retail - R/O/R
  - Residential/Office General - R/O/G
  - Residential/Open Space - R/O/S
  - Residential Low - RL
  - Residential Low Medium - RLM
  - Residential Medium - RM
  - Residential Suburban - RS
  - Residential Urban - RU
  - Residential Urban (Commercial General) - R
  - Residential Urban (Residential Low) - RU/RL
  - Transportation/Utility - T/U
- Land Use Fill
  - Commercial General - CG
  - Commercial General (Residential Medium) -
  - Commercial Neighborhood - CN
  - Commercial Recreation - CR
  - Community Redevelopment District - CRD
  - Industrial General - IG
  - Industrial Limited - IL
  - Institutional - INS
  - Preservation - P
  - Residential/Office/Retail - R/O/R
  - Residential/Office General - R/O/G
  - Recreation/Open Space - R/O/S
  - Residential Facilities High - RFH
  - Residential Low - RL
  - Residential Low Medium - RLM
  - Residential Medium - RM
  - Residential Suburban - RS

Exhibit "C"  
Land Use Map



# Zoning Map



478.9 0 239.46 478.9 Feet  
1:5,747  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere



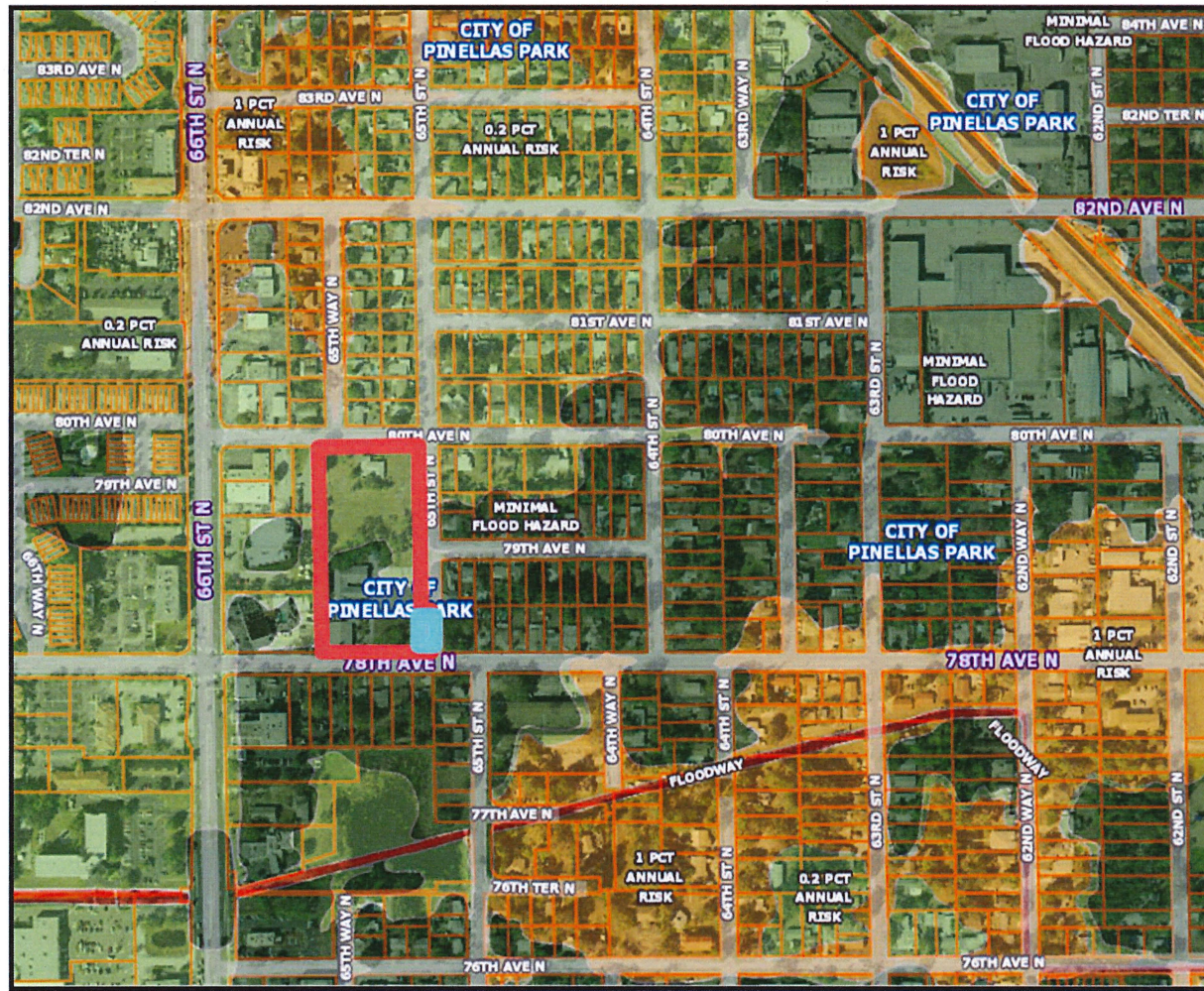
Notes:

## Legend

- Centerlines
- Pinellas Park
- Zoning Borders
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN
- Commercial Planned Unit Development - CP
- Farm - F
- General Office - GO
- Heavy Industrial - IH
- Industrial Planned Unit Development - IPUD
- Light Industrial - M-1
- Residential / Office / Retail - ROR
- Mixed Use Development - MXD
- Mixed Unit Development - MXD-2
- Open Space - O/S
- Public - P
- Preservation - PRES
- Single Family Residential - R-1
- Single Family Residential - R-2
- Single Family Residential - R-3
- Duplex Residential - R-4
- Multifamily Residential - R-5
- Multifamily Residential/Commercial - R-6
- Single Family Residential Estate - R-E
- Residential Planned Unit Development - RPU
- Rural Residential - RR
- Mobile Home Subdivision - T-1
- Mobile Home Park - T-2
- Town Center - TC
- Zoning Fill
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN
- Commercial Planned Unit Development - CP
- Farm - F
- General Office - GO
- Heavy Industrial - IH
- Industrial Planned Unit Development - IPUD
- Light Industrial - M-1



# FIRMS Map



## Legend

- Centerlines
- Pinellas Park
- Floodplain Delineations
  - Minimal Flood Hazard
  - 500 Year Floodplain (0.2% Annual Risk)
  - 100 Year Floodplain (1% Annual Risk)
- Floodway
- Coastal High Hazard Area
- Parcel Lines

478.9 0 239.46 478.9 Feet

1:5,747

Notes:



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

Exhibit "E"  
FIRM Map



**Exhibit "F"**  
**Site Photographs**





City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

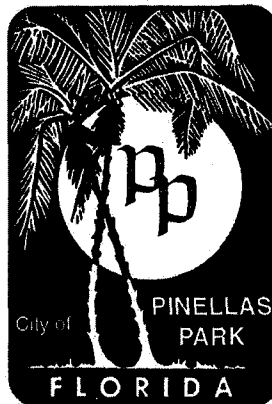


Exhibit G: Attorney Response -

**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

June 10, 2019

Ms. Shannon Coughlin  
Economic Development Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-169**  
**Warranty Deed for Community Bible Baptist Church ROW**

Dear Ms. Coughlin:

I have received and reviewed the above-referenced Warranty Deed for the Community Bible Baptist Church right-of-way. Along with such Deed, I have received and reviewed the Partial Release of Mortgage and Assignment of Rents and Leases executed by the First Citrus Bank (the holder of a certain mortgage made and executed by Community Bible Baptist Church of St. Petersburg, Inc.).

I would approve of the Warranty Deed as to form and correctness.

Very truly yours,

for James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator  
Benjamin Ziskal, Planning & Development Services Director

JWD/dh

19-169.06102019.LSC.Warranty Deed for Community Bible Baptist Church ROW.wpd



C4  
PRINTED ON RECYCLED PAPER





# City of Pinellas Park

## Staff Report

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**File #:** 19-186, **Version:** 1

**Agenda Date:** 7/25/2019

---

### **AUTHORIZATION FOR MAYOR TO SIGN ADDENDUM TO SOLID WASTE AND RECYCLING COLLECTION CONTRACT WITH WASTE MANAGEMENT, INC. OF FLORIDA**

NOTE: Pinellas County has notified Waste Management, Inc. of Florida that the disposal fee charged for the disposal of waste will increase by six percent (6%) each year for the next three fiscal years commencing October 1, 2019. Pursuant to Section 22. (B) of the Solid Waste and Recycling Collection Contract dated August 17, 2015, Waste Management, Inc. of Florida has petitioned the City for a rate adjustment based on this increase.

ACTION: (Approve - Deny) Authorization for Mayor to sign addendum to Solid Waste and Recycling Collection Contract with Waste Management, Inc. of Florida.

## **ADDENDUM TO SOLID WASTE AND RECYCLING COLLECTION CONTRACT**

THIS ADDENDUM TO SOLID WASTE AND RECYCLING COLLECTION CONTRACT is entered into by and between the CITY OF PINELLAS PARK, hereinafter referred to as "the City," and WASTE MANAGEMENT, INC. OF FLORIDA, hereinafter referred to as "Contractor," as an Addendum to that certain Solid Waste and Recycling Collection Contract dated August 17, 2015 by and between the City and Contractor.

WHEREAS, Pinellas County has notified Contractor that Pinellas County will be increasing the disposal fee charged to the Contractor for the disposal of waste collected by the Contractor pursuant to the Solid Waste and Recycling Collection Contract between the parties by six percent (6%), for the fiscal year commencing October 1, 2019; and

WHEREAS, Pinellas County has notified the Contractor that its present intention is to increase the fee charged to the Contractor for the disposal of waste collected by the Contractor for each of the next two fiscal years commencing October 1, 2020 and October 1, 2021; and

WHEREAS, pursuant to Section 22.(B) of the Contract, the Contractor has petitioned the City for a rate adjustment based upon the above; and

WHEREAS, the City wishes to provide for an adjustment in the rate charged to its customers for waste collected by the Contractors for the next fiscal year and for subsequent fiscal years, and the parties also wish to provide a mechanism during the term of the Contract for a downward adjustment of the fuel surcharge paid by the City to the Contractor in the event the Contractor's cost for fuel decreases during the remaining term of the Contract.

NOW THEREFORE, in consideration of the promises in the underlying Contract and for further consideration of the sum of Ten Dollars (\$10.00) in hand paid by each party unto the other, the parties do hereby agree that notwithstanding any other provisions of the Contract, specifically including, but not limited to the provisions of paragraph 22 of the Contract, the Contract shall be amended as follows:

1. Beginning with the fiscal year commencing October 1, 2019 and ending September 30, 2020, the City agrees that the rates charged to its customers shall be revised to the rates as set forth in Exhibit A attached hereto and incorporated herein by reference. This represents an additional six percent (6%) as the pass-through charge representing the increase in waste disposal charged to the Contractor by Pinellas County.

2. Beginning with the next two (2) fiscal years commencing October 1, 2020 and ending September 30, 2022, the City agrees that the rates charged to its customers shall be revised to the rates as set forth in Exhibit A, attached hereto and incorporated herein by reference, for each such fiscal year as set forth therein. Such schedule presumes that the increase in waste disposal charged to the Contractor by Pinellas County will increase six percent (6%) each year, and the City's increase as to the amounts charged its customers is only in the amount of the pass-through charge by Pinellas County to the Contractor. In the event the actual

waste disposal fee charged to the Contractor by Pinellas County is less than six percent (6%) in either such fiscal year, the Contractor and the City agree that the Rate Schedule attached hereto for each such fiscal year shall be reduced accordingly to reflect that the increase to the customer is only the amount of the pass-through charge for disposal as charged by Pinellas County to the Contractor, not to exceed six percent (6%). In the event that the waste disposal fee charged to the Contractor by Pinellas County, Florida is more than an additional increase of six percent (6%) in either such year, the parties agree to renegotiate the rates that are being charged by the City to its customers.

3. Beginning with the fiscal year commencing October 1, 2022 and continuing for the next two fiscal years ending September 30, 2025, the City agrees that the rates charged to its customers shall be revised to the rates as set forth in Exhibit A, attached hereto and incorporated herein by reference, for each such fiscal year as set forth therein. Such schedule presumes that the increase in waste disposal charged to the Contractor by Pinellas County will increase six and two-tenths percent (6.2%) each year, and the City's increase as to the amounts charged its customers is only in the amount of the pass-through charge by Pinellas County to the Contractor. In the event the actual waste disposal fee charged to the Contractor by Pinellas County is less than six and two-tenths percent (6.2%) in any such fiscal year, the Contractor and the City agree that the Rate Schedule attached hereto for each such fiscal year shall be reduced accordingly to reflect that the increase to the customer is only the amount of the pass-through charge for disposal as charged by Pinellas County to the Contractor, not to exceed six and two tenths percent (6.2%). In the event that the waste disposal fee charged to the Contractor by Pinellas County, Florida is more than an additional increase of six and two-tenths percent (6.2%) in either such year, the parties agree to renegotiate the rates that are being charged by the City to its customers.

4. The Contractor agrees that in the event the cost of fuel to the Contractor decreases, that the parties will renegotiate the amount of fuel surcharge being paid by the City to the Contractor pursuant to the Contract.

5. All remaining terms and provisions of said Contract not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the \_\_\_\_ day of \_\_\_\_\_, 2019 at Pinellas Park, Pinellas County, Florida.

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

\_\_\_\_\_  
Diane M. Corna, City Clerk

By: \_\_\_\_\_  
Sandra L. Bradbury, Mayor

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
JAMES W. DENHARDT, City Attorney

590007112019.ADD WASTE MANAGEMENT.wpd

WASTE MANAGEMENT, INC. OF FLORIDA

By: David Myrian  
Print: DAVID MYRIAN  
Its: PRESIDENT

**EXHIBIT A**  
**Revised for County Dipsosal Changes Effective October 1, 2019**  
**MONTHLY DUMPSTER SERVICE RATES TO CUSTOMERS**

Container Size	Pickups Per Week	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
<b>2</b>	1	\$ 42.14	\$ 44.25	\$ 45.67	\$ 46.67	\$ 47.70	\$ 49.47	\$ 51.31	\$ 53.23	\$ 55.24	\$ 57.33	\$ 59.51
	2	\$ 76.97	\$ 80.82	\$ 83.41	\$ 85.25	\$ 87.13	\$ 90.49	\$ 93.99	\$ 97.63	\$ 101.46	\$ 105.45	\$ 109.60
	3	\$ 110.58	\$ 116.11	\$ 119.83	\$ 122.47	\$ 125.16	\$ 130.07	\$ 135.19	\$ 140.52	\$ 146.13	\$ 151.98	\$ 158.07
	4	\$ 146.63	\$ 153.96	\$ 158.89	\$ 162.39	\$ 165.96	\$ 172.50	\$ 179.31	\$ 186.39	\$ 193.86	\$ 201.64	\$ 209.74
	5	\$ 182.27	\$ 191.38	\$ 197.50	\$ 201.85	\$ 206.29	\$ 214.44	\$ 222.93	\$ 231.76	\$ 241.06	\$ 250.76	\$ 260.85
	6	\$ 224.21	\$ 235.42	\$ 242.95	\$ 248.29	\$ 253.75	\$ 263.66	\$ 273.99	\$ 284.73	\$ 296.04	\$ 307.83	\$ 320.09
<b>3</b>	1	\$ 54.53	\$ 57.26	\$ 59.09	\$ 60.39	\$ 61.72	\$ 64.16	\$ 66.70	\$ 69.35	\$ 72.14	\$ 75.04	\$ 78.06
	2	\$ 109.06	\$ 114.51	\$ 118.17	\$ 120.77	\$ 123.43	\$ 128.31	\$ 133.40	\$ 138.69	\$ 144.26	\$ 150.07	\$ 156.12
	3	\$ 163.59	\$ 171.77	\$ 177.27	\$ 181.17	\$ 185.16	\$ 192.48	\$ 200.10	\$ 208.03	\$ 216.39	\$ 225.10	\$ 234.17
	4	\$ 218.12	\$ 229.03	\$ 236.36	\$ 241.56	\$ 246.87	\$ 256.63	\$ 266.80	\$ 277.38	\$ 288.53	\$ 300.16	\$ 312.26
	5	\$ 272.64	\$ 286.27	\$ 295.43	\$ 301.93	\$ 308.57	\$ 320.77	\$ 333.48	\$ 346.70	\$ 360.64	\$ 375.17	\$ 390.29
	6	\$ 327.17	\$ 343.53	\$ 354.52	\$ 362.32	\$ 370.29	\$ 384.93	\$ 400.19	\$ 416.06	\$ 432.78	\$ 450.21	\$ 468.35
<b>4</b>	1	\$ 68.44	\$ 71.86	\$ 74.16	\$ 75.79	\$ 77.46	\$ 80.60	\$ 83.88	\$ 87.30	\$ 90.90	\$ 94.66	\$ 98.57
	2	\$ 136.47	\$ 143.29	\$ 147.88	\$ 151.13	\$ 154.45	\$ 160.74	\$ 167.29	\$ 174.11	\$ 181.31	\$ 188.82	\$ 196.64
	3	\$ 204.10	\$ 214.31	\$ 221.17	\$ 226.04	\$ 231.01	\$ 240.42	\$ 250.23	\$ 260.45	\$ 271.22	\$ 282.46	\$ 294.17
	4	\$ 272.14	\$ 285.75	\$ 294.89	\$ 301.38	\$ 308.01	\$ 320.56	\$ 333.65	\$ 347.27	\$ 361.63	\$ 376.61	\$ 392.22
	5	\$ 340.17	\$ 357.18	\$ 368.61	\$ 376.72	\$ 385.01	\$ 400.70	\$ 417.06	\$ 434.09	\$ 452.04	\$ 470.77	\$ 490.28
	6	\$ 408.21	\$ 428.62	\$ 442.34	\$ 452.07	\$ 462.02	\$ 480.84	\$ 500.47	\$ 520.90	\$ 542.45	\$ 564.93	\$ 588.34
<b>6</b>	1	\$ 97.18	\$ 102.04	\$ 105.31	\$ 107.63	\$ 110.00	\$ 114.58	\$ 119.36	\$ 124.34	\$ 129.59	\$ 135.08	\$ 140.80
	2	\$ 194.35	\$ 204.07	\$ 210.60	\$ 215.23	\$ 219.97	\$ 229.14	\$ 238.71	\$ 248.67	\$ 259.19	\$ 270.17	\$ 281.61
	3	\$ 291.53	\$ 306.11	\$ 315.91	\$ 322.86	\$ 329.96	\$ 343.71	\$ 358.06	\$ 373.00	\$ 388.77	\$ 405.23	\$ 422.38
	4	\$ 381.40	\$ 400.47	\$ 413.29	\$ 422.38	\$ 431.67	\$ 449.83	\$ 468.78	\$ 488.51	\$ 509.35	\$ 531.10	\$ 553.77
	5	\$ 464.56	\$ 487.79	\$ 503.40	\$ 514.47	\$ 525.79	\$ 548.18	\$ 571.54	\$ 595.89	\$ 621.61	\$ 648.47	\$ 676.47
	6	\$ 544.68	\$ 571.91	\$ 590.21	\$ 603.19	\$ 616.46	\$ 643.01	\$ 670.72	\$ 699.61	\$ 730.14	\$ 762.03	\$ 795.27
<b>8</b>	1	\$ 129.16	\$ 135.62	\$ 139.96	\$ 143.04	\$ 146.19	\$ 152.30	\$ 158.67	\$ 165.30	\$ 172.30	\$ 179.61	\$ 187.23
	2	\$ 258.33	\$ 271.25	\$ 279.93	\$ 286.09	\$ 292.38	\$ 304.58	\$ 317.31	\$ 330.57	\$ 344.57	\$ 359.18	\$ 374.40
	3	\$ 372.87	\$ 391.51	\$ 404.04	\$ 412.93	\$ 422.01	\$ 439.95	\$ 458.68	\$ 478.19	\$ 498.80	\$ 520.32	\$ 542.75
	4	\$ 480.91	\$ 504.96	\$ 521.12	\$ 532.58	\$ 544.30	\$ 567.81	\$ 592.36	\$ 617.95	\$ 644.99	\$ 673.24	\$ 702.70
	5	\$ 588.95	\$ 618.40	\$ 638.19	\$ 652.23	\$ 666.58	\$ 695.67	\$ 726.05	\$ 757.72	\$ 791.20	\$ 826.18	\$ 862.67
	6	\$ 692.12	\$ 726.73	\$ 749.99	\$ 766.49	\$ 783.35	\$ 817.90	\$ 853.98	\$ 891.60	\$ 931.39	\$ 972.97	\$ 1,016.35

Rate Per Yard for Additional Pickup on Dumpsters	\$ 8.20	\$ 8.61	\$ 8.89	\$ 9.09	\$ 9.29	\$ 9.57	\$ 9.87	\$ 10.18	\$ 10.50	\$ 10.83	\$ 11.17
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Front Loader Compaction Rate (# of X the Container Rate, ie., 2X,3X,4X,6X,8X)	4X	4X	4X	4X	4X	4X	4X	4X	4X	4X	4X
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**EXHIBIT A**

**RESIDENTIAL SERVICE RATES TO CUSTOMERS**

Service	Pickups Per Week	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
Garbage*	2	\$ 10.71	\$ 10.71	\$ 10.71	\$ 10.95	\$ 11.19	\$ 11.63	\$ 12.07	\$ 12.52	\$ 13.01	\$ 13.53	\$ 14.06
Recycling	1	incl	incl	incl	incl	incl	incl	incl	incl	incl	incl	incl
<b>TOTAL Residential Rate</b>		\$ 10.71	\$ 10.71	\$ 10.71	\$ 10.95	\$ 11.19	\$ 11.63	\$ 12.07	\$ 12.52	\$ 13.01	\$ 13.53	\$ 14.06

\* Unlimited Residential Can Service

**COMMERCIAL CAN SERVICE RATES TO CUSTOMERS**

Service	# of Cans	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
<b>2X Weekly</b>	1 - 5	\$ 10.11	\$ 10.62	\$ 10.96	\$ 11.20	\$ 11.45	\$ 12.42	\$ 13.45	\$ 14.53	\$ 15.69	\$ 16.91	\$ 18.20
	6 - 10	\$ 65.96	\$ 69.26	\$ 71.48	\$ 73.05	\$ 74.66	\$ 77.74	\$ 80.96	\$ 84.32	\$ 87.85	\$ 91.54	\$ 95.38

**ROLLOFF SERVICE RATES TO CUSTOMERS**

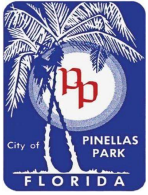
Service	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
<b>Pull Rate</b> (Disposal not incl)	\$ 96.00	\$ 100.80	\$ 104.03	\$ 106.32	\$ 108.66	\$ 111.05	\$ 113.49	\$ 115.99	\$ 118.54	\$ 121.15	\$ 123.82
<b>Monthly Rental Fee</b>	\$ 106.00	\$ 111.30	\$ 114.86	\$ 117.39	\$ 119.97	\$ 122.61	\$ 125.31	\$ 128.07	\$ 130.89	\$ 133.77	\$ 136.71

**MISCELLANEOUS SERVICE RATES TO CUSTOMERS**

Service	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
<b>Container Washout Charge</b>	\$ 33.00	\$ 34.65	\$ 35.76	\$ 36.55	\$ 37.35	\$ 38.17	\$ 39.01	\$ 39.87	\$ 40.75	\$ 41.65	\$ 42.57

**RECYCLING - MONTHLY COST PER CENTRAL COLLECTION CONTAINER FOR MULTI-UNIT FACILITIES**

Service	Container Size	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
<b>1X Weekly</b>	2	\$ 45.27	\$ 47.53	\$ 49.05	\$ 50.13	\$ 51.23	\$ 52.36	\$ 53.51	\$ 54.69	\$ 55.89	\$ 57.12	\$ 58.38
	3	\$ 59.62	\$ 62.60	\$ 64.60	\$ 66.02	\$ 67.47	\$ 68.95	\$ 70.47	\$ 72.02	\$ 73.60	\$ 75.22	\$ 76.87
	4	\$ 71.77	\$ 75.36	\$ 77.77	\$ 79.48	\$ 81.23	\$ 83.02	\$ 84.85	\$ 86.72	\$ 88.63	\$ 90.58	\$ 92.57
	6	\$ 88.33	\$ 92.75	\$ 95.72	\$ 97.83	\$ 99.98	\$ 102.18	\$ 104.43	\$ 106.73	\$ 109.08	\$ 111.48	\$ 113.93
	8	\$ 107.10	\$ 112.46	\$ 116.06	\$ 118.61	\$ 121.22	\$ 123.89	\$ 126.62	\$ 129.41	\$ 132.26	\$ 135.17	\$ 138.14



# City of Pinellas Park

## Staff Report

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**File #:** 19-193, **Version:** 1

**Agenda Date:** 7/25/2019

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**AUTHORIZATION FOR THE MAYOR AND CITY MANAGER TO SIGN THE 2019 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY**

NOTE: The Pinellas County Emergency Medical Services Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County. The Authority has contracted with municipalities and special fire districts to provide First Responder Services. The 2019 Emergency Medical Services ALS First Responder Agreement extends such contracted services through September 30, 2024, and may be extended for an additional five (5) year period following the initial term.

ACTION: (Approve - Deny) Authorization for the Mayor and City Manager to sign the 2019 Emergency Medical Services ALS First Responder Agreement between the City of Pinellas Park, Florida and the Pinellas County Emergency Medical Services Authority.

**2019**

**EMERGENCY MEDICAL SERVICES**

**ALS FIRST RESPONDER AGREEMENT**

**CITY OF PINELLAS PARK**

**October 1, 2019**

PINELLAS COUNTY  
EMERGENCY MEDICAL SERVICES AUTHORITY  
12490 Ulmerton Road  
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES  
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the CITY OF PINELLAS PARK, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

**RECITALS**

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

**NOW, THEREFORE,** in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

## **ARTICLE I**

### **THE AGREEMENT**

**SECTION 101. RECITALS AND PURPOSE.** The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

**SECTION 102. COOPERATION.** The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

**Appendix A.** ALS First Responder Profile

**Appendix B.** ALS First Responder Contractors

**Appendix C.** EMS Equipment

**Appendix D.** EMS Financial Information Attestation Form

**Appendix E.** Instructor Reimbursement Form

**Appendix F.** EMS Coordinator Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.



**SECTION 104. SCOPE OF SERVICES.** The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter. The transport of Patients to a medical facility, in extraordinary circumstances, shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (d) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

## **ARTICLE II**

### **DEFINITIONS**

**SECTION 201. WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

**"ALS"** means Advanced Life Support.

**"ALS First Responder Services"** means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

**"ALS First Responder Station"** means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

**"ALS First Responder Unit"** means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

**“Advanced Life Support”** means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

**“Ambulance”** means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

**“Ambulance Contractor”** means the entity selected by the Authority to provide ambulance service countywide.

**“Annual Compensation”** means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

**“Annual External Audit”** means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

**“Authority”** means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

**“Authority Funded Unit”** means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

**“Automatic Aid/Closest Unit Response Agreement”** means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

**“BLS”** means Basic Life Support.

**“BLS First Responder Unit”** means a vehicle equipped to provide Basic Life Support only.

**“Basic Life Support”** means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

**“CAD”** means the computer aided dispatch system.

**“Caller”** means a person accessing the response system by telephone.

**“Continuing Medical Education” or “CME”** means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

**“CME Instructor”** means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

**“Contractor”** means any one of the entities described on Appendix B.

**“Contractor Funded Unit”** means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

**“County”** means Pinellas County, Florida, a political subdivision of the State of Florida.

**“County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

**“Course”** means any individual CME offering available online through a sufficient number of classroom based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

**“Department”** means the State of Florida Department of Health.

**“Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

**“Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

**“Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.

**“EMS Advisory Council”** means the advisory board established by the Special Act.

**“EMS Districts”** means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.

**“EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

**“EMS Equipment”** means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.

**“EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

**“Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

**“EMS Mill”** means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

**“EMS Ordinance”** means Chapter 54, Article III of the Pinellas County Code, as may be amended.

**“EMS System”** means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

**“Executive Director”** means the Director of the EMS System, or his or her designee.

**“First Due Unit”** means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

**“Field Personnel”** means Paramedics and EMTs employed by Contractor.

**“First Responder Services”** means ALS First Responder Services.

**“Fiscal Year”** means the year commencing on October 1 of any given year and ending on September 30 of the immediately-succeeding year.

**“Force Majeure”** means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

**“Just Culture”** means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

**“Learning Management System”** means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as



defined in the EMS Rules & Regulations.

**“Medical Case Review”** means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

**“Medical Control”** means the medical supervision of the EMS System provided by the Medical Director.

**“Medical Control Board”** means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

**“Medical Direction”** means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

**“Medical Director”** means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

**“Medical Operations Manual”** means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

**“On-Scene Equipment Exchange Program”** means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

**“Paramedic”** means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

**“Party” or “Parties”** means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

**“Patient”** means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

**“Priority Dispatch Protocols”** means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

**“Public Educator/Community Paramedic”** means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

**“Regional 9-1-1 Center”** means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

**“Response”** means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

**“Response Time”** means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

**“Rules and Regulations”** means the rules and regulations adopted by the Authority, which is subject to amendment.

**“Run Cards”** means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

**“Special Act”** means Chapter 80-585, Laws of Florida, as amended.

**“Special Events”** means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

**“State”** means the State of Florida.

**“State of Emergency”** means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

**“Total Unit Hour Compensation”** means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

**“Transport”** means the transportation of Patients to any destination by Ambulance.

**“Uncontrollable Circumstance”** means a Force Majeure, an EMS Emergency or a State of Emergency.

**“Unforeseen Circumstances”** means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

**“Unit Compensation”** means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

**“Unit Hour Compensation”** means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

**SECTION 202. TERMS GENERALLY.** Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase

“which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

### **ARTICLE III**

#### **REPRESENTATIONS**

**SECTION 301. REPRESENTATIONS OF AUTHORITY.** Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

**SECTION 302.      REPRESENTATIONS OF CONTRACTOR.** Contractor represents to Authority that each of the following statements is presently true and correct:

(a)    **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b)    **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c)    **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d)    **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e)    **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

#### **ARTICLE IV**

#### **DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**SECTION 401.      VEHICLES AND EQUIPMENT.**

(a)    **Obligation to Provide Vehicles.** At all times during the term of this



Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

**(b) Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

**(c) Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

**(d) Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

**(e) Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

**(f) Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

**SECTION 402. PRIORITY DISPATCH PROTOCOLS.** Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

**SECTION 403. RESPONSE TIME.** Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

**SECTION 404. CONTINUING MEDICAL EDUCATION.**

- (a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom based training

or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

- (b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

**SECTION 405. MEDICAL QUALITY CONTROL.**

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer

relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

**SECTION 406. MEDICAL CASE REVIEWS.** Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

**SECTION 407. PERSONNEL.**

(a) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment.** Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

**SECTION 408. STATE OF EMERGENCY ASSISTANCE, EMS EMERGENCY AND MUTUAL AID**

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.



**(b) State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

**(c) EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

**(d) Mutual Aid.** Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

**SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE.** Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

**SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL.** Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock, and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

**SECTION 411. PATIENT CARE REPORTING SYSTEM.** Contractor shall cooperate with the Authority in refining and improving the fully-integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply

with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and responding to EMS Incidents. Such evaluation shall be completed in FY19-20 with oversight by a mutually agreed steering committee.

**SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.**

(a) **Regional 9-1-1 Center.** Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, and access to the County's 800MHz High Performance Data (HPD) system following the

County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

**(b) Requests for Emergency Medical Assistance.** Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

**SECTION 413. COMMUNITY INVOLVEMENT.** Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

**SECTION 414. LICENSURE AND CERTIFICATION.** Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated

with EMS and Paramedic certification and recertification using funds provided under this Agreement.

**SECTION 415. ACCURATE INFORMATION.** Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

## **ARTICLE V**

### **DUTIES AND RESPONSIBILITIES OF AUTHORITY**

**SECTION 501. MEDICAL DIRECTION AND CONTROL.** The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

**SECTION 502. CONTINUING MEDICAL EDUCATION.** Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally-located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

**SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT.** Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit approved on Appendix A. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

**SECTION 504. MEDICAL SUPPLIES.** The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to



Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

**SECTION 505. EXTRAORDINARY MODIFICATIONS.** Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

**SECTION 506. BILLING.** The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

**SECTION 507. ECG EQUIPMENT AND MAINTENANCE.** The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being

replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

**SECTION 508. BIOHAZARD WASTE COLLECTION.** The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

**SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT.** Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

## **ARTICLE VI**

### **INSURANCE AND INDEMNIFICATION**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each

policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.
- (d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice

thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

**(b)** Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

**(c)** The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

**(d)** The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

**SECTION 603. LIABILITY.** Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

## **ARTICLE VII**

### **COMPENSATION AND OTHER FINANCIAL PROVISIONS**

#### **SECTION 701. COMPENSATION.**

(a) **FY 2019 – 2020.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2019 – 2020. The approved budget amounts for the Fiscal Year commencing October 1, 2019, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2020–2021 thru FY2023–2024.** Contractor shall submit a budget by April 1<sup>st</sup> each year for the following Fiscal Year for the Authority's review and approval. Budgets shall be prepared in the same manner as the budget submitted for FY 2019-2020, so long as said budgets are less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budgets.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.** Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY19-20 are rescue units (\$200,000), medic units (\$100,000), and staff vehicles (\$50,000).

(d) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(e) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for up to 1.0% of the Fiscal Year's approved budget in accordance with Resolution 14-65 for station and overhead costs. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.



(f) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1<sup>st</sup> of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30<sup>th</sup>, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

**SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.**

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be

established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment

may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**(d) Reimbursement for Participation in Countywide Quality Improvement Committees.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

**SECTION 703.      DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER**

**UNIT.** In the event Contractor fails to provide an ALS First Responder Unit, or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

**SECTION 704.      DEDUCTION FOR FAULTY DOCUMENTATION.**

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

**SECTION 705.      ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.**

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.

(b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

**SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.**

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

**SECTION 707. FUTURE/ADDITIONAL SERVICES.** Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be effected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such



additional services.

**SECTION 708. ADDITIONAL UNITS.**

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually-agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually-agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

**SECTION 709. AUDITS AND INSPECTIONS.** At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters

covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

**SECTION 710. FISCAL NON-FUNDING.** In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

## **ARTICLE VIII**

### **TERM AND TERMINATION**

**SECTION 801. TERM.** The initial term of this Agreement shall be for five (5) years, commencing October 1, 2019 and ending at midnight September 30, 2024, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority

and Contractor approval prior to July 1, 2024. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof.

**SECTION 802. TERMINATION.**

**(a) By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

**(b) By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

**(c) By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

**(d) Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

**SECTION 803.      RESOLUTION OF DISPUTES.** To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

## **ARTICLE IX**

### **MISCELLANEOUS**

**SECTION 901.      NON-DISCRIMINATION IN EMPLOYMENT.** The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to

all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**SECTION 902.     NOTICES.** All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

**If to Authority:**     Executive Director, Pinellas County EMS Authority  
Pinellas County EMS & Fire Administration  
12490 Ulmerton Road – Suite 134  
Largo, Florida 33774

**If to Contractor:**    See Appendix B

**SECTION 903.     ENTIRE AND COMPLETE AGREEMENT.** Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 904.     OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 905.     APPLICABLE LAW.** Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

**SECTION 906.     WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any



representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 907. SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

**SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR.** The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

**SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

**SECTION 910. HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 911. COUNTERPARTS.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT.** This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the

extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned  
authorized officers have caused this Agreement to be executed on this \_\_\_\_\_day  
of \_\_\_\_\_, 2019.

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY  
MEDICAL SERVICES AUTHORITY  
By and through its Board of County  
Commissioners

\_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman

Countersigned:

CITY OF PINELLAS PARK, FLORIDA

\_\_\_\_\_  
Mayor

by: \_\_\_\_\_  
City Manager

Approved as to Form & Correctness:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**Appendix A**  
**ALS First Responder Profile**

<b>Contractor</b>	Pinellas Park
<b>EMS District(s)</b>	Pinellas Park EMS District
<b>Authority Funded Units</b>	Engine 16 Rescue 33 Truck 33 Rescue 34 Truck 35
<b>Contractor Funded Units</b>	Engine 34 Squad 35 or Engine 35
<b>EMS Coordination</b>	EMS Coordinator – 1 FTE Rescue Lt. (LR35) – 1 Position (24/7)
<b>FY19-20 Annual Compensation</b>	FY19-20 = \$3,982,404 which includes 50% (half year) funding of Rescue Lt. (LR35) staffing.  FY20-21 and Future Years = Per submitted budget including 100% funding for staffing of Rescue Lt. (LR35).
<b>Projected Capital</b>	FY19-20 None FY20-21 None FY21-22 Rescue Unit – 1, Staff Vehicle – 1 FY22-23 Rescue Unit – 1 FY23-24 Staff Vehicle – 1

**Appendix B**  
**ALS First Responder Contractors**

City Manager  
CITY OF CLEARWATER  
112 S. Osceola Avenue  
Clearwater, FL 33756

City Manager  
CITY OF DUNEDIN  
P O Box 1348  
Dunedin, FL 34697

Chairman, Board of Commissioners  
EAST LAKE TARPON  
SPECIAL FIRE CONTROL DISTRICT  
3375 Tarpon Lake Boulevard  
Palm Harbor, FL 34685

City Manager  
CITY OF GULFPORT  
2401 53rd Street South  
Gulfport, FL 33707

City Manager  
CITY OF LARGO  
P O Box 296  
Largo, FL 33779-0296

Chairman, Board of Commissioners  
LEALMAN  
SPECIAL FIRE CONTROL DISTRICT  
4360 55th Avenue North  
St. Petersburg, FL 33714

City Manager  
CITY OF MADEIRA BEACH  
300 Municipal Drive  
Madeira Beach, FL 33708

City Manager  
CITY OF OLDSMAR  
100 State Street West  
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners  
PALM HARBOR  
SPECIAL FIRE CONTROL DISTRICT  
250 W. Lake Road  
Palm Harbor, FL 34684

City Manager  
CITY OF PINELLAS PARK  
P O Box 1100  
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners  
PINELLAS SUNCOAST  
FIRE & RESCUE DISTRICT  
304 First Street  
Indian Rocks Beach, FL 33785

City Manager  
CITY OF SAFETY HARBOR  
750 Main Street  
Safety Harbor, FL 34695-3597

City Manager  
CITY OF ST. PETE BEACH  
155 Corey Avenue  
St. Pete Beach, FL 33706-1701

City Manager  
CITY OF SEMINOLE  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772-2806

City Clerk  
CITY OF SOUTH PASADENA  
7047 Sunset Drive South  
South Pasadena, FL 33707-2895

City Manager  
CITY OF TARPON SPRINGS  
324 Pine Street East  
Tarpon Springs, FL 34689

City Manager  
CITY OF TREASURE ISLAND  
120 108th Avenue  
Treasure Island, FL 33706-4794

**Appendix C**  
**EMS Equipment**

**Provided by the Authority:**

- All Medical Supplies and Equipment authorized by the Authority, except for equipment to be provided by Contractor listed below.
- Phillips MRx ECG Monitor/Defibrillator, or successor model, with the following clinical specifications: biphasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition and transmission, and non-invasive blood pressure monitoring as determined by the Medical Control Board and Authority for all Authority Funded and Contractor Funded ALS First Responder Units to include all patient cables, accessories, cases, battery chargers and batteries as needed.
- Phillips MRx ECG Monitor/Defibrillators, or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

**Provided By Contractor:**

- Rescue equipment required by the Department



**Appendix D**  
**EMS FINANCIAL INFORMATION ATTESTATION FORM**

**Instructions:**

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

**To be completed by Contractor:**

City or Fire District (Contractor) \_\_\_\_\_

Fiscal Year \_\_\_\_\_

Name of Person Completing Form \_\_\_\_\_

Phone Number and Email Address \_\_\_\_\_

- |  |          |
|--|----------|
| 1. EMS Funding Received by Contractor                    | \$ _____ |
| 2. EMS Allowable Costs Incurred by Contractor            | \$ _____ |
| 3. Difference (If excess, amount due to Pinellas County) | \$ _____ |

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND  
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

\_\_\_\_\_  
Signature and Date, Contractor's External Auditor



INSTRUCTOR REIMBURSEMENT FORM

Agency \_\_\_\_\_  
CME Instructor Name \_\_\_\_\_

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11	C6										\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Print Name & Title \_\_\_\_\_ Submitted By - Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

- Notes:**
- (a) One Instructor per form
  - (b) Course Name (i.e. January CME, Public Education Class, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
  - (c) For reimbursement the class must be preauthorized by PCEMS through the issuance of an Authorized Class Code.
  - (d) First Name, Last Name of person covering - must be same rank or below.
  - (e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

## **Appendix F**

### **EMS Coordinator Duties and Responsibilities**

#### **LICENSURE/CERTIFICATION/REGULATORY**

1. State EMS License and vehicle permits are maintained and renewed
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

#### **LIASION**

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS related meetings.

#### **EQUIPMENT AND LOGISTICS**

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

#### **PATIENT CARE REPORTS**

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.

21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

#### PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

#### QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS related meetings and quality improvement committees.

#### CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

#### FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

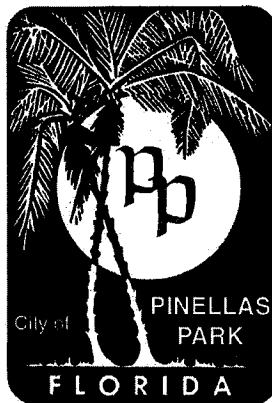
#### INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

July 11, 2019

Chief Brett Schlatterer  
Fire Chief  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-205**  
**Pinellas County ALS First Responder Agreement**

Dear Chief Schlatterer:

I have received and reviewed the proposed Pinellas County ALS First Responder Agreement. I did note that page 46 is blank, and do not know if that is intended to be a continuation page for Appendix B or whether it needs to be deleted. However, assuming that it is either correct or corrected, and with the approval of Risk Management, I would otherwise approve of the proposed Agreement as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

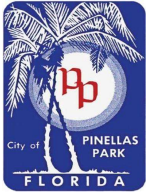
cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager

JWD/dh

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# City of Pinellas Park

## Staff Report

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**File #:** 19-194, **Version:** 1

**Agenda Date:** 7/25/2019

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**AUTHORIZATION FOR THE MAYOR AND CITY MANAGER TO SIGN THE 2019 FIRE PROTECTION SERVICES AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**

NOTE: The Pinellas County Board of County Commissioners is the governing body of the Pinellas County Fire Protection Authority, a special district created to establish and implement a permanent plan of fire protection in Pinellas County, determine minimum service levels, establish uniform standards, provide for automatic and mutual aid, and provide fire protection services for unincorporated Pinellas County. The Agreement establishes responsibilities and standards of service and provides for compensation for services to unincorporated Pinellas County. The term of the 2019 Fire Protection Services Agreement is October 1, 2019 through September 30, 2024. The Agreement may be extended for an additional five (5) year period following the initial term.

ACTION: (Approve - Deny) Authorization for the Mayor and City Manager to sign the 2019 Fire Protection Services Agreement between the City of Pinellas Park, Florida and the Pinellas County Board of County Commissioners.



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**2019**

**FIRE PROTECTION SERVICES AGREEMENT**

**CITY OF PINELLAS PARK**

**OCTOBER 1, 2019**

PINELLAS COUNTY  
Board of County Commissioners  
12490 Ulmerton Road  
Largo, FL 33774

## **FIRE PROTECTION SERVICES AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the CITY OF PINELLAS PARK, a Florida municipal corporation ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners, ("Board").

### **RECITALS:**

1. The Board is the governing body of the Pinellas County Fire Protection Authority created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout unincorporated County. Chapter 73-600, Laws of Florida, became an ordinance of Pinellas County pursuant to Section 5.02 of the Pinellas County Charter in 1980.
2. The Board has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property, and firefighters' safety and welfare.
3. Pursuant to Chapter 73-600, Laws of Florida; Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter); and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Board has divided the County into Fire Districts for the purposes of its regulatory powers and responsibilities, and created Municipal Services Taxing Units ("MSTUs") over the unincorporated portions of such districts for tax assessment purposes, which became operative after the approval by the electors of such districts at a properly held referendum by electors in the unincorporated areas of the County.
4. Board is authorized to enter into agreements for Fire Protection Services, and Contractor wishes and is able to provide Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix A).
5. The Board will compensate Contractor for providing Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix A).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions herein set forth to be kept and performed by and between the Parties hereto, it is agreed as follows:

**ARTICLE I**  
**THE AGREEMENT**

**SECTION 101. PURPOSE.** The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Fire Protection Services in the unincorporated areas of the County.

**SECTION 102. COOPERATION.** The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly and time-consuming adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

**Appendix A.** Funding Methodology Profile

**Appendix B.** Fire Protection Services Contractors

**Appendix C.** Supplemental Financial Information

This Agreement, together with the foregoing Appendices, constitutes the entire Fire Protection Services Agreement between the Parties with respect to the provision of Fire Protection Services, and shall supersede any prior agreement, contract, or memorandum of understanding between the Parties regarding such services. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

**SECTION 104. SCOPE OF SERVICES.** The services performed under this Agreement include, but are not limited to, the following:

- a. Respond with firefighting apparatus and personnel to the scene of a fire, life safety-related emergency, man-made or natural disaster, or public service request.
- b. Take command and control of the emergency scene, contain any fire, and mitigate any hazards at a fire scene.
- c. Investigate any fire within the Fire District to determine the cause and origin.
- d. Inspect all commercial, industrial, and multi-family dwellings within the Fire District for compliance with the Florida Fire Prevention Code.
- e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests,

- fire alarm tests, and final fire inspections within the Fire District, in accordance with the Florida Fire Prevention Code.
- f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial, and multi-family dwellings within the Fire District. Provide education programs to the public in fire prevention, life safety, and disaster preparedness.
  - g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s), which are predetermined to be the closest to the emergency scene by the Run Cards, then in effect shall be dispatched without regard to Fire District or jurisdictional boundaries.
  - h. Response times must meet the minimum standards as established in this Agreement.
  - i. The allotted Firefighting Apparatus must at all times be staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a company officer.
  - j. Performance must be consistent with approved fire standards and compliant with the 600 Series Pinellas County Fire Departments Standard Operating Procedures.
  - k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department employees.
  - l. The Contractor is responsible to ensure that equipment is maintained for optimal performance.
  - m. The Contractor shall require Personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for ensuring the accuracy and completeness of such reports.
  - n. Upon notification of a State of Emergency within Pinellas County, Contractor will coordinate its firefighting resources with the County's Emergency Operations Center's corresponding emergency support function desk, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 201. WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

**"Adopted Budget"** means Contractor's legislatively or officially adopted budget for the Fiscal Year, in accordance with Section 409.

**"Annual External Audit"** means the audit conducted by a certified public accounting firm retained by Contractor to state the income, expenditures, and fund balances for the prior Fiscal Year. The Annual External Audit shall include a summary report prepared by Contractor on forms provided by the County and be attested to by Contractor's auditor.

**"Authority"** means the Pinellas County Fire Protection Authority, a municipal services taxing unit established by Chapter 73-600, Laws of Florida, as amended.

**"Automatic Aid/Closest Unit Response Agreement"** means the Agreement by and between every political subdivision and Fire Control District within Pinellas County dated October 16, 1990.

**"Budget Request"** means the budget request submitted by Contractor, in accordance with Section 409.

**"CAD"** means computer-aided dispatch.

**"Caller"** means a person accessing the response system by telephone.

**"Contract Year"** means, for any given year, the period commencing on October 1 and ending at midnight on September 30 of the following year.

**"County"** means Pinellas County, Florida, a political subdivision of the State of Florida.

**"Disaster"** means an occurrence of a severity and magnitude that normally or potentially could result in death, injuries, and/or property damage and that cannot be managed through routine procedures and resources of the Fire Protection System.

**"Emergency Request"** means a request for emergency services received directly at the 9-1-1 Center.

**"Emergency Response"** means, for the purposes of measuring response time compliance in Section 402, the act of responding to a request for services in which Contractor determined that emergency lights and sirens will be used.

**"Fire District"** where capitalized means the unincorporated area of the Fire Control District(s) designated by Board pursuant to the Special Act and shown on Appendix A attached



hereto and made a part hereof. Where such term is not capitalized, the term shall mean the entirety of the incorporated and unincorporated portions of the Fire Control District.

**"Fire Equipment"** means the equipment and tools necessary to equip and operate Firefighting Apparatus in accordance with the NFPA guidelines.

**"Firefighter"** means an individual, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that functions as a firefighter, fire officer, or command officer employed by Contractor.

**"Firefighting Apparatus"** means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 1901 requirements for an emergency pumping vehicle. Such vehicles are used for rapid response to an emergency scene and the suppression and containment of a fire or other hazard. Firefighting Apparatus may include, but not be limited to, engines, ladder trucks, or squads, which meet the above requirements.

**"Fire Protection Services"** means the response of Firefighting Apparatus, Units, and Personnel to the scene of a fire, life safety emergency, man-made or natural disaster, or public service request. Fire Protection Services include the command and control of the emergency scene, the containment of any fire, and the mitigation of any hazards, and may include Specialized Rescue. Related services include fire and arson investigation, fire inspections and code enforcement, and public education.

**"Fire Protection System"** means the network of organizations, including, but not limited to, the Board, contractors, and other municipalities and special fire districts within Pinellas County, established to provide Fire Protection Services.

**"Fire Prevention Code"** means fire and life safety codes adopted by County and Contractor, in accordance with Chapter 62, Article III, of the Pinellas County Code.

**"Fire Station"** means any facility, designated by Contractor, which houses the Firefighting Apparatus, Units, and Personnel required to provide Fire Protection Services. The proposed locations of new fire stations, which may be used to service the unincorporated areas of the districts, will be reviewed for appropriate service area coverage by the County and, to be eligible to receive any County funding for such fire station construction, must be approved by the County.

**"First Due Firefighting Apparatus"** means Contractor's Firefighting Apparatus, within Contractor's primary response area, predetermined to be the nearest to the emergency, in accordance with Section 407 hereof.

**"Fiscal Year"** means the year commencing on October 1 of any given year and ending on September 30 of the immediately following year.

**"Force Majeure"** means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or obligations of either Party under this Agreement, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation, or complying with any condition required, of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to, an act of God, epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

**"NFPA"** is Contractor's currently-adopted National Fire Protection Association guidelines for Personnel, Equipment, Firefighting Apparatus and Units, as may be amended.

**"Party" or "Parties"** means either the County or Contractor, or both, as the context of the usage of such term may require.

**"Personnel"** means individuals trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, who function as firefighters, fire officers, fire inspectors, arson investigators, and command officers employed by Contractor.

**"9-1-1 Center"** means the 9-1-1 Regional Communications Center operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

**"Response"** means the act of responding to a request for services, which act begins when Contractor's Firefighting Apparatus or Unit(s) is notified of an Emergency Request.

**"Response Time"** means the period of time commencing when a Firefighting Apparatus or Unit is dispatched to an emergency and ending when it arrives on the scene of the incident.

**"Run Cards"** means the 9-1-1 Center's computer-aided dispatch software database that recommends, based upon the call location, the closest or most appropriate Firefighting Apparatus and/or Units to respond to the Emergency Request. The Run Cards will be based upon a predetermined listing of Firefighting Apparatus and Units which Contractor determined to be the closest by travel time or in the most appropriate order.

**"Special Act"** means Chapter 73-600, Laws of Florida, Chapter 80-590; Laws of Florida (the Pinellas County Home Rule Charter), approved on October 7, 1980; and Chapter 62, Article II, of the Pinellas County Code.

**"Special Events"** means non-emergency events, such as sporting events, parades, festivals, and other group or mass gatherings, which may require Fire Protection Services.

**"Specialized Rescue Services"** means additional services provided by some Contractors, which may include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high-angle and below-grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents an actual or potential danger to life or property.

**"Standard Practices"** means the actions and practices of Contractor in providing Fire Protection Services, all applicable rules and regulations, the laws of the State of Florida, applicable federal laws and regulations, including state and federal Occupational Safety Health Acts, and the NFPA guidelines.

**"State"** means the State of Florida.

**"State of Emergency"** means a Disaster declared by a proclamation of the Federal Government, the State, the County, or a municipality within the County.

**"Uncontrollable Circumstance"** means a Force Majeure, a State of Emergency, or during situations in which the County Dispatch System and/or the Fire Protection System is not operating under normal response conditions.

**"Unexpended Funds"** means compensation provided to Contractor in the prior Fiscal Year that was not expended in the provision of Fire Protection Services. This amount is reported in the annual external audit.

**"Unit(s)"** means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene which do not meet the NFPA 1901 pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue Services units, and command or staff vehicles.

**SECTION 202. TERMS GENERALLY.** Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neutral forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require.

**ARTICLE III**  
**RESERVED**

**ARTICLE IV**  
**DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**SECTION 401. FIREFIGHTING APPARATUS AND EQUIPMENT.**

(a) **Obligation to Provide Firefighting Apparatus and Units.** At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. Contractor shall maintain Apparatus and Units in safe and proper working order.

(c) **Staffing of Vehicles.** Firefighting Apparatus, utilized for fire suppression, shall be continuously staffed with a minimum of three (3) Firefighters.

(d) **Fire Equipment.** Contractor shall furnish and maintain all Fire Equipment required to meet the terms of this Agreement. Contractor shall support efforts toward equipment compatibility and general standardization.

(e) **Communications Equipment.** Contractor shall furnish and maintain all communications equipment, including, but not limited to, station radios and encoders, mobile radios, portable radios, pagers, and cellular phones, as Contractor deems appropriate.

(f) **Command Officers.** In addition to the Personnel provided in (c) above, Contractor will provide its own or, through the use of automatic aid, command officers to respond to incidents within the Fire District.

(g) **Standard of Cover.** Provide for each type of response the same or greater level of service in the unincorporated area as Contractor provides for residents and properties of the incorporated portion of the Fire District.

**SECTION 402. RESPONSE TIME.**

(a) **Emergency Requests.**

Response Time to not less than ninety percent (90%) of all Emergency Responses which are (1) categorized as a structure fire or a fire alarm; (2) within Contractor's Fire District; and (3) for which Contractor's Firefighting Apparatus is predetermined, in accordance with Section 407, to be the First Due Firefighting Apparatus, shall be within seven (7) minutes and thirty (30) seconds or less.

**(b) Exemptions.**

- (1)** The Response Time requirements in subsection (a) shall not be applicable to Emergency Responses which occur during periods of Uncontrollable Circumstances, provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph two (2) and three (3) below.
- (2)** Remote areas such as offshore, Honeymoon Island, Caladesi Island, Courtney Campbell Causeway, Fort Desoto Park, Gandy Bridge, Howard Frankland Bridge and the Sunshine Skyway Bridge or any other area where Fire administration finds the Response Time standards should be waived based upon the response distance and/or low volume of calls. Contractors may request that other areas be excluded from the Response Time standards for good cause. Any such waiver may be granted by Fire Administration.
- (3)** Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the County within three (3) business days of when Contractor becomes aware of the Uncontrollable Circumstance.
- (4)** Downgraded calls which occur, based on additional information such as from 9-1-1 Center or first Unit arrival, will be excluded from determining Response Time performance.
- (5)** The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

**SECTION 403. CONTINUING EDUCATION AND TRAINING.** Subject to annual budget availability, Contractor shall make available the necessary continuing education and training for maintaining the skill, competency, and required certifications for all Personnel, as required by federal, state, or local regulation. County and Contractor shall work collaboratively with other Contractors, St. Petersburg College and other stakeholders to assess the needs for regionalized fire training facilities to maximize operational and financial efficiency. County and Contractor shall seek funding sources and partnerships to develop and maintain regional fire training facilities.

**SECTION 404. STANDARD PRACTICES.**

(a) **Standard Practices.** Contractor shall ensure that its policies and standard operating procedures and actions are consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) **Ride-Alongs.** Contractor may allow the County or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The County, or its representatives, shall provide proof of employment, proof of workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

(c) **Special Events.** In the event Contractor is called to provide Fire Protection Services at a Special Event in its Fire District, Contractor shall be governed by the terms and conditions of this Agreement, and such periods of time shall not be excluded as an Uncontrollable Circumstance.

**SECTION 405. PERSONNEL.**

(a) **Training and Qualifications.** All individuals employed by Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with Chapter 633, Florida Statutes, as required to perform the work the individuals are to perform, and shall hold appropriate certificates as required by state law.

(b) **Standard of Conduct.** Contractor's Personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from its standard of conduct.

(c) **Working Conditions.** Contractor shall ensure that it is in compliance with all applicable state and federal laws and regulations regarding labor conditions, workplace and working conditions, and environmental safety requirements.



**SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID.**

(a) **Disaster Assistance within Pinellas County.** Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the Disaster, and shall proceed in accordance with applicable plans and protocols. During or prior to an impending local or area-wide Disaster, the Contractor may withdraw that Jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the 9-1-1 Center upon notification by the Contractor. During such periods, Contractor shall be released from the requirements of Section 402. When Disaster assistance has been terminated, Contractor shall notify the County that Contractor is able to resume normal operations.

(b) **Disaster Assistance Outside of Pinellas County.** If Contractor provides Disaster assistance response outside of Pinellas County, it shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

(c) **Mutual Aid.** Normal (non-disaster related) mutual aid responses outside of Pinellas County, rendered by Contractor, shall be performed in accordance with the terms and conditions of this Agreement.

**SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE.** Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to Fire District or jurisdictional boundaries. Contractor's authorized representatives will periodically, or at the request of the County, update their Run Cards to ensure their accuracy and coordinate any changes with any other affected contractors.

The County, with the consent of Contractor, may update and manage the applicable Run Cards.

**SECTION 408. FIRE REPORTING SYSTEM.** Contractor shall gather and enter data into the countywide electronic fire reporting system provided by the County for every fire incident responded to by Contractor's Personnel. Design, procurement, operating costs of this information system shall be the responsibility of the County.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities.

Contractor shall require its Personnel to comply with the completion of all fire incident reports and data entry requirements to ensure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the County. The Contractor and County agree that procedures used to operate the electronic fire reporting system shall not be unduly burdensome.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic fire reports generated by Contractor's Personnel and all dispatch-related data in a mutually-agreeable format.

#### **SECTION 409. FINANCIAL MANAGEMENT.**

**(a) Annual External Audit.** Contractor shall provide the County with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the County and the actual amount expended by Contractor for Fire Protection Services for the preceding Fiscal Year. Such annual external audit shall determine any Unexpended Funds. The Auditor shall attest to the "Supplemental Financial Information" report in Appendix C. The Annual External Audit and Supplemental Financial Information shall be submitted to the County within twenty (20) calendar days after its receipt by the Contractor. Funds paid to Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of Contractor's Annual External Audit.

**(b) Budget Request Submission.** Each Year Contractor shall submit to the County Contractor's projected Budget Request for providing Fire Protection Services described herein. Such budget shall be prepared in accordance with budget preparation instructions provided each Fiscal Year by the County and shall set forth the costs of providing the services described herein. The County shall review the budget and may make recommendations for such changes as it deems necessary or appropriate. Contractor's budget for the subsequent Fiscal Year must be submitted by the date specified by the County as the Fire District MSTU Millage Rate will be based on the Board's consideration of this budget submission.

**(c) Adopted Budget Submission.** Contractor shall submit to the County Contractor's Adopted Budget within ten (10) calendar days after the beginning of the subsequent Fiscal Year.

(d) **Capital Expenditures.** Contractor shall prepare a capital expenditure plan for financial planning purposes, which may include, but is not limited to, facility construction and maintenance, staff and command vehicles, self-contained breathing apparatus, communications, and other vehicle and equipment replacement plans. Contractor shall provide a brief narrative with the budget submission to identify individual projects and capital equipment line items. The capital expenditure plan shall project forward a minimum of five (5) Fiscal Years in accordance with Appendix A. Any modification of the capital expenditure plan, Appendix A, must be agreed to in writing by the Parties.

(e) **Reserve for Future Years.** Contractor shall request funds to be reserved for future year's major capital improvement projects, which include land purchase, facility construction and renovation, Firefighting Apparatus, and equipment replacement plans. Contractor shall provide a written project justification, designate the amount to be reserved each year, and request funding for capital expenditures projecting forward for a minimum of ten (10) years for Firefighting Apparatus and twenty-five (25) years for fire station construction and land acquisition costs.

**SECTION 410. FIRE INVESTIGATION.** Contractor shall investigate all fires within its Fire District to determine the cause and origin. The investigation of all fires determined to be of a suspicious nature shall be coordinated with the appropriate law enforcement agency and other regulatory or investigative agencies, as applicable.

**SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.**

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the Fire District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary. Any fees charged by the Contractor for fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with fire inspections.

(b) **Plan Review and Final Fire Inspections.** Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. County shall make building plans available to the Contractor for pickup

and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department, and County's Building Department. Any fees charged by the Contractor for plan reviews, and final fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with plan reviews and final fire inspections.

**(c) Code Enforcement Standards.** Contractor shall interpret and enforce the Florida Fire Prevention Code in the Fire District, consistent with the interpretations of any prevailing regulatory authority. Contractor shall interpret and enforce only the Florida Fire Prevention Code and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.

**(d) Complaint Resolution.** Any complaints received by Board or County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, will be forwarded to Contractor for investigation. Contractor will forward to the County a detailed report concerning the incident and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

**(e) Property Identification.** Contractor shall, as manpower permits, enforce Chapter 170, Article I, Section 4, of the Pinellas County Code in the Contractor's Fire District(s) which relates to the requirements for property identification. Contractor shall enforce the code, at a minimum, for all commercial structures and multi-family dwellings.

**SECTION 412. SPECIALIZED RESCUE SERVICES.** Contractor may provide Specialized Rescue Services which include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high angle and below grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents a danger to public safety, life, or property.

**SECTION 413. PUBLIC EDUCATION.** Contractor is encouraged to make available to the local community, fire prevention and disaster preparedness education (i.e., 9-1-1 usage, burn injury prevention, smoke alarm usage, fire escape planning, and hurricane preparedness). The programs may be developed by the Contractor or in coordination with the Fire Protection System or the County.

**SECTION 414. SHARED RECOGNITION.** Contractor and the County shall promote, protect, and enhance the reputation of the County, Contractor, and the Fire Protection System throughout the term of this Agreement. Any news releases, statements, or public information given by Contractor's or County's personnel to the public or the media shall be consistent with the design and operation of the Fire Protection System and include shared positive recognition of all service providers and system components, as applicable.

**SECTION 415. REQUESTS FOR EMERGENCY ASSISTANCE.** When Contractor receives a request for emergency assistance from a source other than the 9-1-1 Center, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, and shall immediately respond to the request for emergency assistance, as applicable. Contractor shall immediately advise the 9-1-1 Center of the information received and any response initiated.

**ARTICLE V**  
**DUTIES AND RESPONSIBILITIES OF COUNTY**

**SECTION 501. COUNTY ROLE AS THE FIRE PROTECTION AUTHORITY.** The Authority was established to implement a permanent plan of fire protection for the County and each of its municipalities, including, but not limited to, determining minimum service levels, uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout Pinellas County. Since 1973, the sophistication and utilization of the entire emergency services system has increased dramatically. In keeping with the spirit of the Special Act, the County coordinates and facilitates advancements in policies, standards, technology, and special projects to enhance and improve the Fire Protection System. The County shall not interfere with the daily operations of Contractor in providing Fire Protection Services. The County shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter, Chapter 62, Article II, of the Pinellas County Code, and the Pinellas County Charter.

**SECTION 502. AUDIT AND INSPECTION.** Representatives of the County may observe Contractor's operations at any time during normal business hours, and as often as may reasonably be deemed necessary. Contractor shall make available to County for its examination its records with respect to all matters covered by this Agreement, and County may audit, examine, copy, and make excerpts or transcripts from such records, and may

make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, dally logs, conditions or employment, and other data related to all matters covered by this Agreement. County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit. Records relating to contract activities shall be retained for three (3) years from final payment in each year. County shall pay any reasonable costs for copying any materials requested.

**SECTION 503. COMMUNICATIONS INFRASTRUCTURE.** County shall furnish and maintain, at no cost to Contractor, the communications infrastructure which shall include: emergency (9-1-1) and non-emergency telephone access, dispatch communication services, the public safety radio system, and the Computer-Aided Dispatch (CAD) and fire reporting computer system.

## **ARTICLE VI** **INSURANCE**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Board of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Board, and listing all carriers issuing said policies; and a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Board a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' Compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability, and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28, F.S., should the State Legislature change these limits, coverage consistent with



law shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims-made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage," the Contractor may submit annually to the Board a current certificate of insurance proving claims-made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury, including death and property damage liability insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to Board. Contractor shall also notify Board within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal, or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Board or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Board shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Board or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

**SECTION 603. LIABILITY.** Contractor and Board agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section

768.28, Florida Statutes, by the Contractor, County, or Board. Nothing herein shall be construed as consent by Contractor or Board to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Board, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Board to provide services related to this Agreement (including, but not limited to, other Contractors). This Section 603 shall survive expiration or earlier termination of this Agreement.

## **ARTICLE VII** **COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701. COMPENSATION.** The Board shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. Approval shall not be unreasonably withheld. County shall calculate the annual compensation as the percentage of unincorporated area multiplied by the lower amount of the initial Budget Request or the Adopted Budget. The percentage of unincorporated area within the Fire District shall be calculated in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor monthly in arrears for the provision of Fire Protection Services beginning after October 1 of a given Fiscal Year in the amount of 1/12 of the annual compensation. The compensation methodology shall comply with Appendix A.

**SECTION 702. USE OF RESERVE FOR FUTURE YEARS.** Subject to Contractor's substantial compliance with Section 409 (d) & (e) and in accordance with Appendix A, upon a written request of Contractor, the County shall review and provide funding for the County's portion of a capital expenditure from Contractor's Reserve for Future Years Fund held by the County. The County shall calculate its portion of the capital expenditure based upon the percentage of unincorporated area within the Fire District, in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

**SECTION 703. WITHHOLDING FUNDS.** County may withhold payment to Contractor if it fails to meet its obligations in accordance with the provisions of Sections 803 and 804 of this Agreement.

**SECTION 704. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION SERVICES.**

Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected from MSTUs and must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes, including, but not limited to, gifts, donations, goodwill, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

**SECTION 705. OTHER FUNDS.** Money acquired through special programs, projects, gifts, or funds received through fundraising efforts will not be used by the County to offset the Fire District's Budget Request or the Approved Budget but shall be used for direct benefit of the Fire District. However, funds from interest earned by the investment of Fire District funds and funds from other Fire Protection Services Agreements shall be used to offset the Fire District's Final Approved Budget. Funds provided to Contractor through any County EMS Agreement will be used to offset Fire District Budget Request or Approved Budget if the Contractor's budget process combines both Fire and EMS funding into one document for review by the County. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

**SECTION 706. FISCAL NON-FUNDING.** The funds to be used for services performed pursuant to this Agreement are subject to periodic appropriation of funds by County. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. County agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate on the last day of the fiscal period for which funds have been appropriated.

**SECTION 707. PROHIBITIONS AGAINST MORTGAGE OF ASSETS.** Contractor agrees that acquisition of capital assets with funds provided under this Agreement shall be by purchase, lease purchase, or lease, and Contractor shall not mortgage or pledge as security any such assets for any debt without the written consent of County.

**ARTICLE VIII**  
**TERM AND TERMINATION**

**SECTION 801. TERM OF AGREEMENT.** The initial term of this Agreement shall be for five (5) years, commencing October 1, 2019 and ending at midnight September 30, 2024, unless this Agreement is earlier terminated as provided for herein. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractor approval prior to July 1, 2024. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

**SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.**

(a) **Termination by County.** County may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of County's intention to terminate this Agreement; however, shorter notice may be given if the County determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the County is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to provide Fire Protection Services, as defined in this Agreement.

(b) **Termination by Contractor.** Contractor may terminate this Agreement by giving to County ninety (90) calendar days' written notice of its intention to terminate.

(c) **Disposition of Assets.**

(i) **Properties Held in Trust.** The Parties agree that all vehicles, equipment, and property, real or personal, tangible or intangible, that have been paid for in full or in part by funds supplied by the County under this or any prior Fire Protection Services agreement are held by Contractor in trust for the benefit of the taxpayers of the Fire District; and that County has all rights and powers of enforcement with respect to such trusts.

(ii) **Assets Paid for by County.** Upon termination of this Agreement, Contractor shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior Fire Protection Services Agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

- (iii) Assets Paid for by Contractor. Any assets which were purchased solely with funds other than those provided by County to Contractor under this, or any preceding Fire Protection Services Agreement, shall remain the property of Contractor.
- (iv) Assets Paid for by both Contractor and County. In case of any asset purchased under this or any prior Fire Protection Services Agreement with funds of both Contractor and the County, Contractor and County shall determine the fair market value of such asset and then shall prorate such fair market value according to the respective interest of both Contractor and the County. In the event Contractor desires to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of Contractor and the County.
- (v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to County all unexpended monies received from the County, pursuant to this or prior Fire Protection Services Agreements, including monies in reserve or in any bank account, but not earned as compensation for services provided.
- (vi) Date to Return Assets. The return of any assets and funds shall be executed and completed upon the effective date of termination, as specified in the termination notice.
- (vii) List of Assets. In connection with the return of assets and funds, Contractor shall submit to County a list of the capital assets, along with a list of the accounts held in Contractor's name, which are held in conjunction with this Agreement.
- (viii) Debt Resolution. Contractor is responsible for all pro-rated debts incurred in the performance of the obligations of this Agreement.

**SECTION 803. PERFORMANCE DEFICIENCY.** In the event that the County finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, County shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) calendar days from receipt of such notice within which to cure such deficiency to the satisfaction of County. County may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and County shall prepare an agreement outlining a planned program for curing the deficiency.

**SECTION 804. RESOLUTION OF DISPUTES.** Resolution of any controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the County, and of a Fire Service Provider mutually acceptable to Contractor and the County. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. If the committee fails to resolve the dispute, either Party may pursue its legal remedies, including but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction upon satisfaction of all statutory conditions precedent thereto.

#### **ARTICLE IX** **MISCELLANEOUS**

**SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT.** The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation, or national origin. Contractor agrees that applicants will be employed; and that employees are treated during employment, (e.g., layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation, or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**SECTION 902. NOTICES.** All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County: Pinellas County EMS & Fire Administration  
12490 Ulmerton Road, Suite 134  
Largo, Florida 33774  
If to Contractor: See Appendix B

**SECTION 903. ENTIRE AND COMPLETE AGREEMENT.** This Agreement, and all Appendices hereto, constitute the entire and complete Agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 904. OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 905. APPLICABLE LAW.** The law of the State shall govern the validity, interpretation, construction, and performance of this Agreement.

**SECTION 906. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 907. SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.



**SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR.** The Parties agree that throughout the Term of this Agreement and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the County.

**SECTION 909. NO THIRD-PARTY BENEFICIARIES: ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

**SECTION 910. HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY,  
by and through its governing body, the  
Pinellas County Board of County  
Commissioners, sitting as the Fire  
Protection Authority

\_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman

Countersigned: CITY OF PINELLAS PARK, FLORIDA

\_\_\_\_\_  
Mayor

by: \_\_\_\_\_  
City Manager

Approved as to Form & Correctness: Attest:

\_\_\_\_\_  
City Attorney

by: \_\_\_\_\_  
City Clerk

**APPENDIX A**  
**FUNDING METHODOLOGY PROFILE**

FIRE BUDGET TYPE	FIRE ONLY
------------------	-----------

Pinellas Park FY 19-20 Fire Protection Services Estimated Net Operating Budget	Estimated County %	Estimated County Annual Funding
\$ 8,041,441.00	9.68%	\$ 778,411.49

FY19-20 Preliminary Tax Roll	Just Value Real Property	%
Incorporated	\$ 5,005,472,904.00	90.32%
Unincorporated	\$ 536,524,668.00	9.68%
Total	\$ 5,541,997,572.00	100.00%

**Per 2019 Taxable Value Preliminary Roll 07-01-19  
per the Pinellas County Property Appraiser.**

**The funding calculation shall be based upon the  
July 1<sup>st</sup> Tax Roll and the lower of the Submitted Budget request or the  
Adopted Budget each Fiscal Year.**

**Fire Protection Services – Anticipated Capital Projects**

Fiscal Year	Fire Station Related	Apparatus Related
FY19-20	Gateway Station Design	Per Contractor's Fleet Replacement Schedule submitted in the budget
FY20-21	Gateway Station Construction Fire Station/Fire Administration Complex- Preliminary Design	Per Contractor's Fleet Replacement Schedule submitted in the budget
FY21-22	Fire Station/Fire Administration Complex- Design	Per Contractor's Fleet Replacement Schedule submitted in the budget
FY22-23	Fire Station/Fire Administration Complex - Construction	Per Contractor's Fleet Replacement Schedule submitted in the budget
FY23-24	None	Per Contractor's Fleet Replacement Schedule submitted in the budget

**APPENDIX B**  
**FIRE PROTECTION SERVICE CONTRACTORS**

City of Clearwater  
112 South Osceola Avenue  
Clearwater, FL 33756  
Attn: Mayor

City of Dunedin  
P.O. Box 1348  
Dunedin, FL 34697-1348  
Attn: Mayor

City of Largo  
201 Highland Avenue Northeast  
Largo, FL 33770  
Attn: Mayor

City of Pinellas Park  
P.O. Box 1100  
Pinellas Park, FL 33780-1100  
Attn: Mayor

City of Safety Harbor  
750 Main Street  
Safety Harbor, FL 34695-3597  
Attn: Mayor

City of Seminole  
9199 113th Street North  
Seminole, FL 33772  
Attn: Mayor

City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731-2842  
Attn: Mayor

City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689  
Attn: Mayor

**APPENDIX C**  
**SUPPLEMENTAL FINANCIAL INFORMATION**

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code and the Fire Services Agreement, funds provided by Pinellas County to Contractor can only be used In support of fire-related activities. Therefore, a proportional share of any unspent balance at the conclusion of a fiscal year are to be returned to Pinellas County where these funds will be retained in a discrete special revenue fund for the Fire District. Funds paid to the Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of the Contractor's annual external audit.

In accordance with Section 409(a), the following form will be provided to Pinellas County within twenty (20) days after receipt by the Contractor the year following the audited year together with the Financials.

To be Completed by Contractor

Contractor Name: \_\_\_\_\_  
Person Completing Form \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fiscal Year: \_\_\_\_\_

*Note: All references are only to the Fire District, and do not include any revenue or expenditures associated with EMS. State Law and County Code forbid the use of fire funds for EMS purposes or EMS funds for firefighting; i.e., fire funds cannot be used to purchase rescue units, attend EMS-related conferences or membership in EMS organizations or to pay salary and benefits of EMS personnel, etc. If the specific items are not documented in the audited financials, please compute the amount and place it on the form and attach documentation showing how the information was calculated citing information contained in the audited financials.*

		Audit Page
1. Total Expenditures by Contractor		
2. Less: Other Revenues received by Contractor*		
4. Total Outlay by Contractor (1 less 2)	\$ -	
6. Pinellas County Percentage of District**		
8. Total Pinellas County Share (8 times 4)	\$ -	
10. Pinellas County paid to Contractor		
12. Total Due to Pinellas County (the District) (6 less 5)	\$ -	
8. Fund Balance retained by Contractor		

\*includes interest and other fire protection agreements revenue

\*\*to be provided by Pinellas County Fire Authority

PLEASE INCLUDE A COY OF YOUR ANNUAL AUDIT AND ANY OTHER  
SUPPORTING DOCUMENTATION AS NEEDED

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please return completed form to:

Pinellas County Safety & Emergency Services  
Fire Administration  
12490 Ulmerton Road  
Largo, FL 33774  
[kcervone@pinellascounty.org](mailto:kcervone@pinellascounty.org)

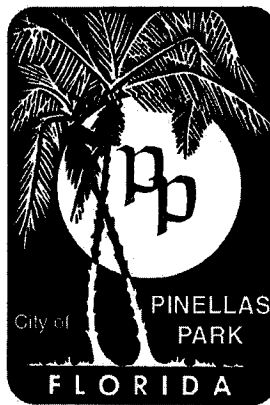
Or email to: \_\_\_\_\_

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

July 11, 2019

Chief Brett Schlatterer  
Fire Department  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-206**  
**Pinellas County Fire Protection Services Agreement**

Dear Chief Schlatterer:

I have received and reviewed the proposed Pinellas County Fire Protection Services Agreement, including the updates. Assuming the approval of Risk Management, I would approve of the proposed Agreement as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

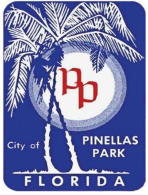
cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Asst. City Manager

JWD/law

19-206.07112019.LBS.PC Fire Prot Agr.wpd



C7  
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# City of Pinellas Park

## Staff Report

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**File #:** 19-183, **Version:** 1

**Agenda Date:** 7/25/2019

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**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL DRAINAGE AND UTILITY EASEMENT FROM CONGAREE RIVER LLC - 10450 66TH STREET N**

NOTE: The City of Pinellas Park and Congaree River LLC have requested a perpetual drainage and utility easement at 10450 66th Street N. to access their existing drainage and utility infrastructure and for the future maintenance and operation of said infrastructure at 10450 66th Street N.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual drainage and utility easement at 10450 66th Street N.



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# DRAINAGE & UTILITY EASEMENT

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between **Congaree River LLC**, Mailing Address 53 West Jackson Boulevard, Suite 530, Chicago, Illinois, 60604, Party of the First Part, and the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, Party of the Second Part. (*"Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

**WITNESSETH**, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Drainage & Utility Easement** over, under, across and through that portion of Parcel ID# 18/30/16/69768/400/5000, Property Address, 10450 66th Street North, Pinellas Park, Florida, 33782, as further described in the legal description and sketch of easement area as depicted in Exhibit "A" which is attached hereto and made a part hereof.

See Attached Legal Description and Sketch, Exhibit "A"

It is the intention of the Grantor that this easement shall run with the land described above.

**IN WITNESS WHEREOF**, the Grantor has hereunto set his Hand and Seal the day and year first above written.

**SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:**

**Congaree River LLC,  
By: Francis Beidler, MGRM**

(Witness#1.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

(Witness#2.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by

\_\_\_\_\_  
(Name of person acknowledging and title of position)

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document **Drainage & Utility Easement**  
Number of Pages \_\_\_\_ Date of Document \_\_\_\_\_  
Signers Other than Named Above NONE

# SKETCH AND DESCRIPTION – NOT A SURVEY

Exhibit "A"

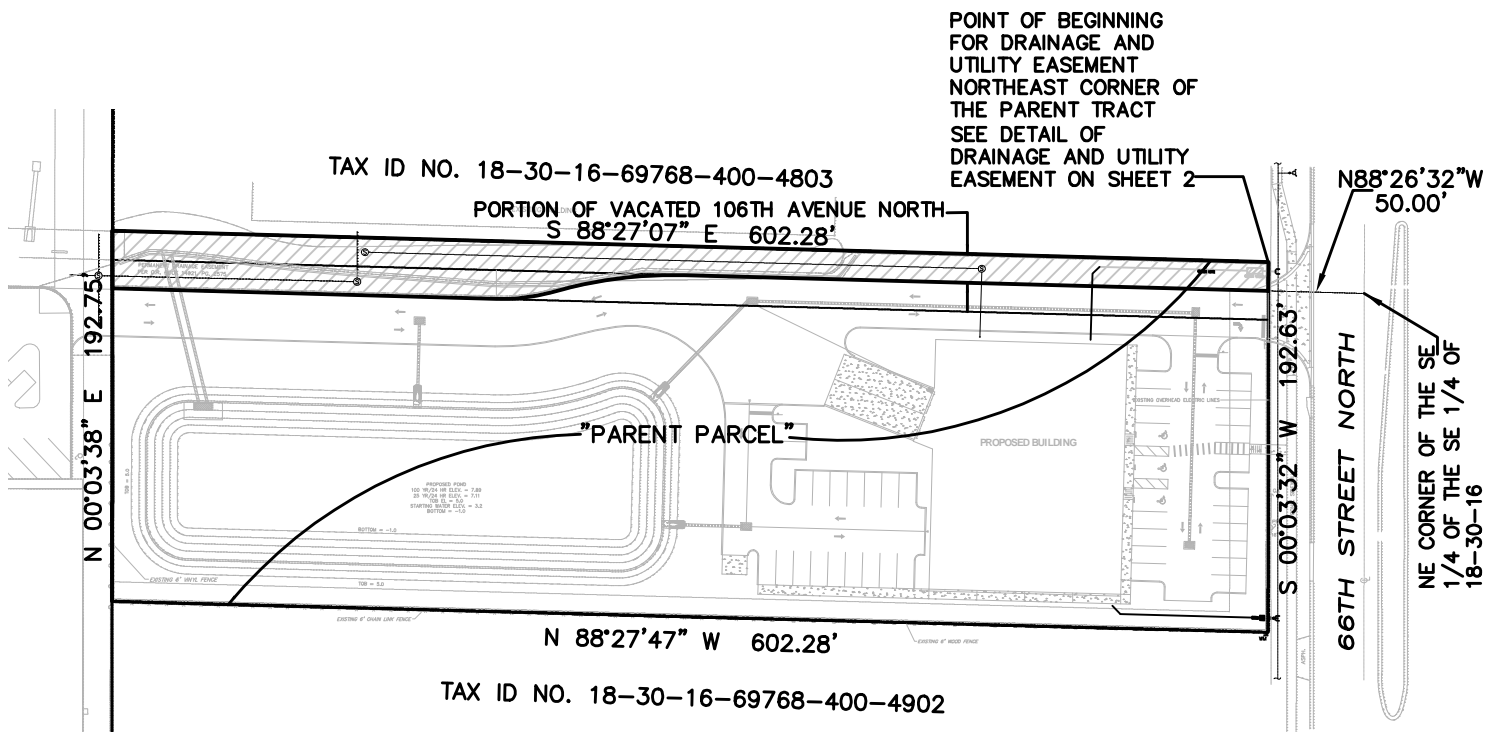
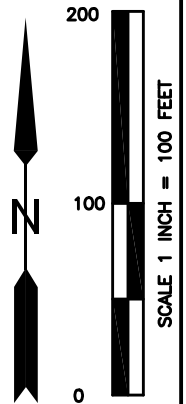
## DESCRIPTION:

### PARENT PARCEL:

THE NORTH 1/2 OF THE NORTH 1/2 OF FARM 49 IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, LESS PART LYING WITHIN 50 FEET OF SURVEY LINE OF STATE ROAD 693, ACCORDING TO THE PLAT OF PINELLAS FARM, ACCORDING TO PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

TOGETHER WITH A PORTION OF VACATED 106TH AVENUE NORTH, WEST OF 66TH STREET NORTH; BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN NORTH 88° 26' 32" WEST ALONG THE NORTH LINE OF SAID 1/4 1/4 50.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 66TH STREET AND THE CENTER LINE OF 106TH AVENUE; RUN SOUTH 00° 03' 32" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF 66TH STREET 15.0 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 106TH AVENUE; THENCE LEAVING THE WEST RIGHT-OF-WAY LINE OF 66TH STREET, RUN NORTH 88° 26' 32" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 106TH AVENUE 602.0 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF 106TH AVENUE: RUN NORTH 00° 03' 12" EAST, 30.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 106TH AVENUE; THENCE SOUTH 88° 26' 32" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF 106TH AVENUE 602.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF 66TH STREET; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF 106TH AVENUE, RUN SOUTH 00° 03' 32" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF 66TH STREET 15.0 FEET TO THE POINT OF BEGINNING.



Aaron J. Murphy, PSM  
 Florida Professional Surveyor and Mapper No. 6768  
 for Hamilton Engineering and Surveying, Inc.  
 Certificate of Authorization No. LB7013

NOT VALID WITHOUT SHEET 2



3409 W. LEMON STREET  
 Tampa, FL 33609

LB#7013

Tel (813) 250-3535  
 Fax (813) 250-3636

## CROSS BAYOU INDUSTRIAL PARK DRAINAGE AND UTILITY EASEMENT

SEC TWP RGE  
 18-30-16

JOB NUMBER  
 03675.0001

SCALE  
 AS SHOWN

DATE  
 06-12-2019

SHEET  
 1/2

# SKETCH AND DESCRIPTION – NOT A SURVEY

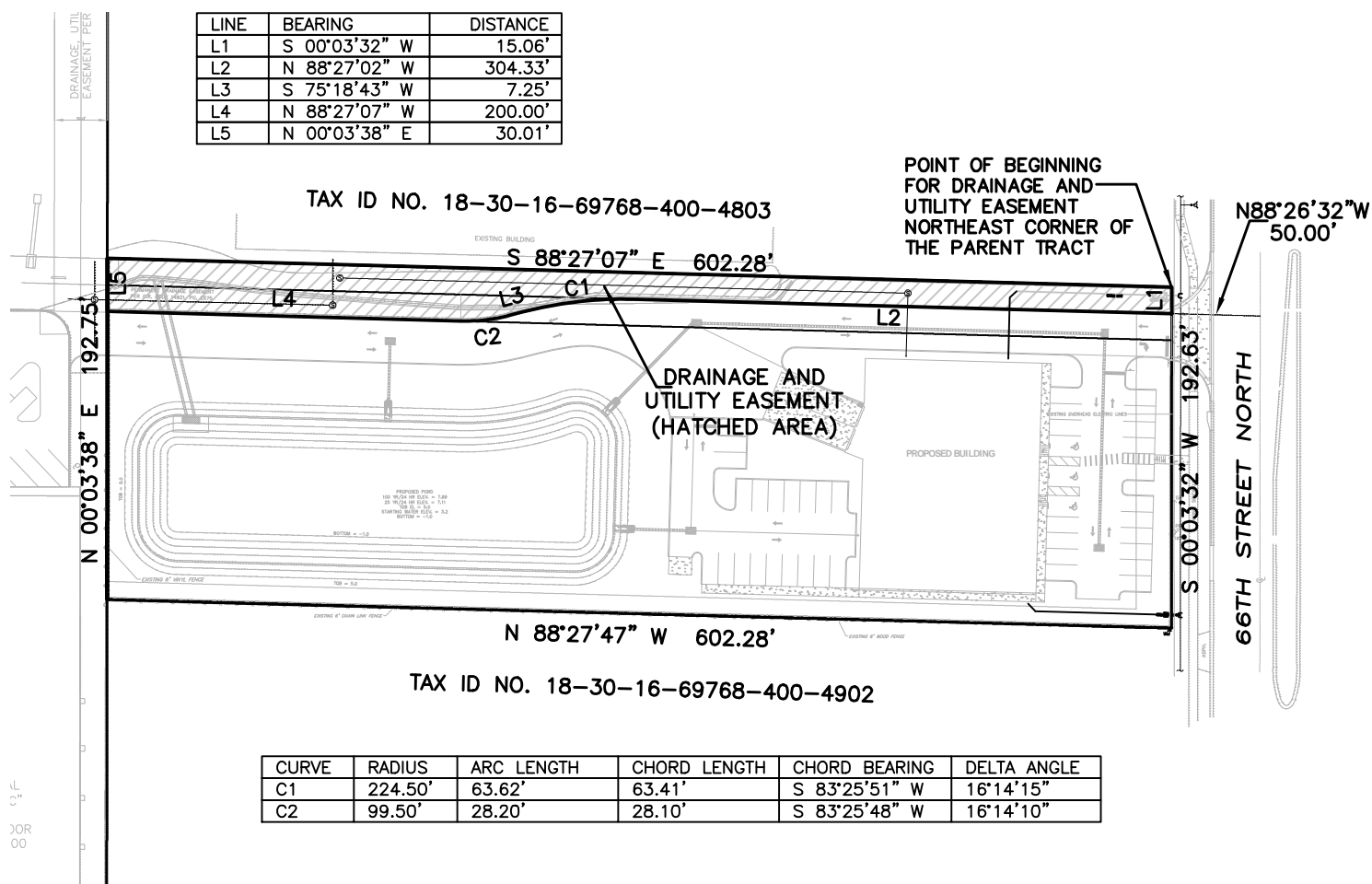
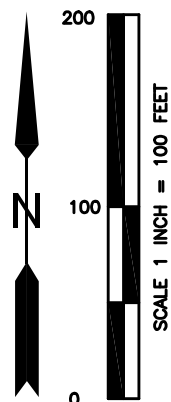
Exhibit "A"

## DESCRIPTION:

### DRAINAGE AND UTILITY EASEMENT:

AS A POINT OF REFERENCE BEGIN AT THE NORTHEAST CORNER OF THE PARENT TRACT AND PROCEED S 00°03'32" W, ALONG THE WEST RIGHT-OF-WAY LINE OF 66TH STREET, A DISTANCE OF 15.06 FEET; THENCE N 88°27'02" W, A DISTANCE OF 304.33 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 224.50 FEET AND A CHORD WHICH BEARS S 83°25'51" W, A DISTANCE OF 63.41 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 63.62 FEET; THENCE S 75°18'43" W, A DISTANCE OF 7.25 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 99.50 FEET AND A CHORD WHICH BEARS S 83°25'48" W, A DISTANCE OF 28.10 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 28.20 FEET; THENCE N 88°27'07" W, A DISTANCE OF 200.00 FEET; THENCE N 00°03'38" E, A DISTANCE OF 30.01 FEET; THENCE S 88°27'07" E, A DISTANCE OF 602.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 12,693 SQUARE FEET, 0.29 ACRES, MORE OR LESS.



NOT VALID WITHOUT SHEET 1



3409 W. LEMON STREET  
Tampa, FL 33609

LB#7013

Tel (813) 250-3535  
Fax (813) 250-3636

CROSS BAYOU INDUSTRIAL PARK  
DRAINAGE AND UTILITY EASEMENT

SEC TWP RGE  
18-30-16

JOB NUMBER  
03675.0001

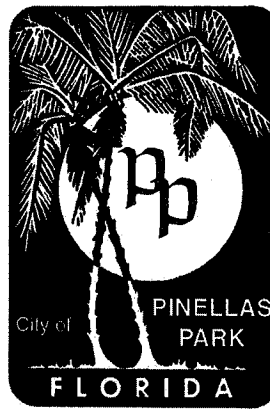
SCALE  
AS SHOWN

DATE  
06-12-2019

SHEET  
2/2

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

June 26, 2019

Mr. Aaron Petersen  
Construction Services Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-188**  
**Drainage & Utility Easement for 10450 66th Street**

Dear Mr. Petersen:

I have received and reviewed the above-referenced Drainage & Utility Easement for the property located at 10450 66th Street. Assuming that the legal description contained in Exhibit A is correct, I would approve of the Drainage & Utility Easement as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Bart Diebold, Public Works Administrator

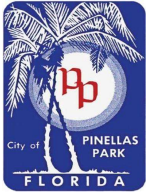
JWD/law

19-188.06262019.LAP.Drn&Util Easement 10450 66 St.wpd



C8

PRINTED ON RECYCLED PAPER



# City of Pinellas Park

## Staff Report

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**File #:** 19-184, **Version:** 1

**Agenda Date:** 7/25/2019

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**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL INGRESS/EGRESS AND UTILITY EASEMENT FROM PYRAMID ENTERPRISES - SOUTH OF 118TH AVENUE NORTH AND EAST OF 66TH STREET NORTH**

NOTE: The City of Pinellas Park has requested a perpetual ingress/egress and utility easement from Pyramid Enterprises to access their existing utility infrastructure and for the future maintenance and operation of said infrastructure.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual ingress/egress and utility easement from Pyramid Enterprises south of 118th Avenue North and east of 66th Street North.

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# INGRESS-EGRESS AND UTILITY EASEMENT

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between **Pyramid Enterprises, LLC**, Mailing Address 6354 118th Avenue North, Largo, Florida, 33773, Party of the First Part, and the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, Party of the Second Part. (*“Party of the First Part” and “Party of the Second Part” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

**WITNESSETH**, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Ingress-Egress and Utility Easement** over, under, across and through that portion of Parcel ID# 17/30/16/73345/000/0050, Site Address located South of 118th Avenue North, and East of 66th Street North, Largo, Florida, 33773, as further described in the legal description and sketch of easement area as depicted in Exhibit “A” which is attached hereto and made a part hereof.

See Attached Legal Description and Sketch, Exhibit “A”

It is the intention of the Grantor that this easement shall run with the land described above.

**IN WITNESS WHEREOF**, the Grantor has hereunto set his Hand and Seal the day and year first above written.

**SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:**

**Pyramid Enterprises, LLC**  
**By: Daryl W. Blume, Managing Member**

(Witness#1.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

(Witness#2.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by \_\_\_\_\_  
(Name of person acknowledging and title of position)

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document **Ingress-Egress and Utility Easement**  
Number of Pages \_\_\_\_ Date of Document \_\_\_\_\_  
Signers Other than Named Above NONE

## SKETCH AND LEGAL DESCRIPTION OF AN INGRESS/EGRESS UTILITY EASEMENT:

THAT PART OF LOT 5, PYRAMID CORPORATE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGE 16 AND 17, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 OF THE AFORESAID PLAT AS A POINT OF BEGINNING, RUN THENCE S89°58'00"E 32.00 FEET; THENCE S00°02'00"W 10.00 FEET; THENCE S89°58'00"E 16.51 FEET; THENCE S00°02'00"W 32.03 FEET; THENCE N89°58'00"W 109.87 FEET; THENCE N00°02'00"E 27.55 FEET; THENCE S89°58'00"E 29.36 FEET; THENCE N00°02'00"E 14.48 FEET; THENCE S89°58'00"E 32.00 FEET TO THE POINT OF BEGINNING.

## LEGEND:

D = DEED  
O/A = OVERALL  
O.R. = OFFICIAL RECORD  
P = PLAT  
P.O.B. = POINT OF BEGINNING  
R/W = RIGHT-OF-WAY

PREPARED: MAY 16, 2019  
JUNE 5, 2019

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number DWN  
1811-25NEW1 JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 50-17, Florida Administrative Code.

  
JOHN O. BRENDLA  
Florida Surveyor's Registration No. 4601  
Certificate of Authorization No. LB 760

Prepared by:  
JOHN C. BRENDLA & ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
4015 82nd Avenue North  
Pinellas Park, Florida 33781  
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

## SECTION 17, TOWNSHIP 30S, RANGE 16E

Exhibit "A"

N.W. CORNER OF  
SECTION 17-30-16

118th AVE. N.

1343.32'  
S89°58'00"E30' INGRESS/EASEMENT  
& UTILITIES EASEMENT  
PER PLAT (REMAINS)10' DRAINAGE EASEMENT  
PER PLAT (REMAINS)

LOT 4

LOT 6

S89°58'00"E 165.00' (P)

P.O.B.  
EASEMENT

S89°58'00"E 169.64' (P)

137.64'

PINELLAS GROVES  
PLAT BOOK 1, PAGE 55

LOT 2

PINELLAS GROVES  
PLAT BOOK 1, PAGE 55

LOT 4

N00°02'00"E  
27.55'

29.36'

32.00'

32.00'

16.51'

S00°02'00"W  
32.03'

10.00'

N89°58'00"W 109.87'

INGRESS/EGRESS  
UTILITY EASEMENTPYRAMID CORPORATE CENTER  
PLAT BOOK 91, PAGES 16 AND 17

LOT 5

NORTH BASIS:  
PLAT

SCALE: 1" = 60'

N00°11'40"E 297.20' (P)

163.61' (D)

S00°15'47"W 298.78' (P) O/A

114th AVE. N.

136.55' (D)

N89°41'39"W 334.20' (P) O/A

P.O.B. LESS  
197.76' (D)S55°56'29"W 239.46' (D)  
LESS  
O.R. BOOK 10919,  
PG. 2350LESS  
135.17' (D)

BRYAN DAIRY ROAD

ORIGINAL  
S. BOUNDARY  
LOT 5PREPARED: MAY 16, 2019  
JUNE 5, 2019

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

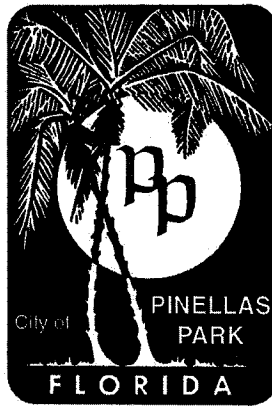
NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number DWN  
1811-25NEW1 JMPrepared by:  
JOHN C. BRENDLA & ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
4015 82nd Avenue North  
Pinellas Park, Florida 33781  
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

July 1, 2019

Mr. Aaron Petersen  
Construction Services Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-203**  
**Ingress-Egress and Utility Easement**  
**for South of 118th Avenue and East of 66th Street**

Dear Mr. Petersen:

I have received and reviewed the above-referenced Ingress-Egress and Utility Easement for the property located south of 118th Avenue and east of 66th Street North. The signature block currently states that it will be signed by "Daryl W. Blume, Registered Agent." The Registered Agent cannot bind a corporation, but my review of Pyramid Enterprises, LLC's filings with the Division of Corporations indicates that Daryl W. Blume is also the Managing Member of Pyramid Enterprises, LLC. Therefore, the signature block should be updated to read as follows:

Pyramid Enterprises, LLC  
By: Daryl W. Blume, Managing Member

\_\_\_\_\_  
(signature)

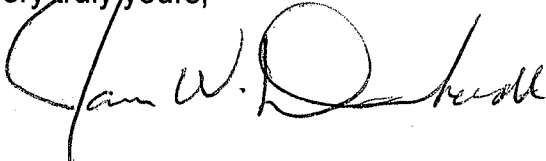


C9  
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Mr. Aaron Petersen  
July 1, 2019  
Page 2

Once the signature blocked is updated as shown above, and assuming that the attached legal description and sketch contained in Exhibit A is correct, I would approve of the Ingress-Egress and Utility Easement as to form and correctness.

Very truly yours,

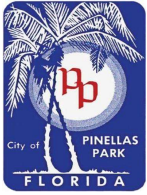
A handwritten signature in black ink, appearing to read "James W. Denhardt". The signature is fluid and cursive, with a large loop at the end.

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Bart Diebold, Public Works Administrator

JWD/dh

19-203.007012019.LAP.Ingress-Egress and Utility Easement for 118th Ave and 66th St.wpd



# City of Pinellas Park

## Staff Report

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**File #:** 19-187, **Version:** 1

**Agenda Date:** 7/25/2019

---

**AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION CONTRACT - BID FSA18-VEH16.0 - One 2019 International MV Grapple Truck**

NOTE: This new grapple truck will be used by the Public Works Department to perform routine duties throughout the City. The cost for this equipment is \$144,421.00 and will be charged to account 501412-566109.

ACTION: (Approve - Deny) Authorization to purchase under Florida Sheriff's Association Contract - BID FSA18-VEH16.0, one grapple truck for the Public Works Department from Sun State International Trucks, LLC., Tampa, Florida at a cost of \$144,421.00 to be charged to the appropriate account.



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7/12/2019



## FLORIDA SHERIFF'S ASSOCIATION Contract - BID FSA 18-VEH 16.0

**Customer:** CITY OF PINELLAS PARK

**Date of Quote:** 6/12/2019

**Replacement Unit:**

**Specification:** 13 **Region:** CENTRAL

**Base Price:** 2019 INTERNATIONAL MV

**Contract Options:** All Contract Options include a discount from manufacturer MSRP

		Quantity	Unit Cost	extended
		1	\$ 63,450.00	\$63,450.00
12EJN	Engine Upg. Cummins B6.7 240hp w/ 2100RDS Allison	1	\$ 1,570.00	\$ 1,570.00
13AVR	Transmission Upg.: Allison 3500RDS	1	\$ 5,500.00	\$ 5,500.00
33186	33,000GVW 186" CA, Incl. 120,000 psi Frame Rails	1	\$ 1,545.00	\$ 1,545.00
16JNT	Air Ride Driver Seat w/ Two Man Fixed Bench Seat	1	\$ 635.00	\$ 635.00
8XHN	Air Horn	1	\$ 90.00	\$ 90.00
4EBT	Air Dryer Bendix AD-IP	1	\$ 496.00	\$ 496.00
4722	Moisture Ejector, BENDIX DV-2 automatic	1	\$ 120.00	\$ 120.00
5708	Tilt Steering Column	1	\$ 120.00	\$ 120.00
16VHG	Air Ride Cab Suspension (req'd with Cummins B6.7 260hp)	1	\$ 550.00	\$ 550.00
LEDPKG	LED Lighting Package	1	\$ 570.00	\$ 570.00
60AAA	Remote Power Module Body Interface	1	\$ 595.00	\$ 595.00
15LNG	Heated Fuel Separator	1	\$ 610.00	\$ 610.00
TL3 - 1824	PETERSEN TL3 Base Loader w/ 18'/24 yd. Std. Body	1	\$ 67,900.00	\$ 67,900.00
8THB	Back-Up Alarm	1	\$ 120.00	\$ 120.00
16SDC	Exterior Grab Handles, 2 Door Cab	1	\$ 250.00	\$ 250.00
			\$	-

### Non-Contract Options:

**UNPUBLISHED - All unpublished/non-listed equipment will be offered at a discount from MSRP. Applies to all specifications.**

- HARDOX Steel Body, 20' long, 30 cu.yd. capacity	1	\$ 5,500.00	\$ 5,500.00
Stock Unit Discount	1	\$ (5,200.00)	\$ (5,200.00)
			\$ -
			\$ -

**Total:**

**\*\*Florida Waste Tire Fee**  
**\*\*Florida Waste Battery Fee**

	\$ -
\$ 144,421.00	\$ 144,421.00
\$ 1.00	\$ -
\$ 1.50	\$ -
<b>\$ 144,421.00</b>	<b>\$ 144,421.00</b>

**Total Purchase Order Amount:**

**Cab Color:**

WHITE

**Body Color:**

ORANGE/BLACK

\*\*included in base price

**Prepared By:**

Carlos Correa

Sun State International Trucks, LLC.

**Customer:**

**Authorized Agent:**

**Address:**

CITY OF PINELLAS PARK

NEIL SMITH

6250 82nd Av.

7/12/2019



6020 Adamo Drive

Tampa, FL 33619

office - 941.552.1260

fax - 941.351.9108

cell - 941.330.7840

email - Carlos.Correa@sunstateintl.com

**Signature:**

**Date of Approval:**

7/12/2019

ons

7/12/2019