



City of Pinellas Park

City Council

Agenda

Thursday, May 24, 2018

6:00 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

PROCLAMATIONS

SPECIAL PRESENTATIONS

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 May 10, 2018, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

NONE

IV. CONSENT AGENDA

- C1 **RESOLUTION NO. 18-10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AUTHORIZING MINOR AMENDMENTS TO A MASTER PLAN PREVIOUSLY INCORPORATED AS EXHIBIT "B" IN ORDINANCE NO. 4059; PROVIDING FOR THE DEVELOPMENT OF A PROPERTY GENERALLY LOCATED AT 9400 US HIGHWAY 19 NORTH; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2000-5(R)6/BOA 2018-13, Capital Resources of Florida, LLC)**

FIRST AND FINAL READING

NOTE: This is a request to amend a previously approved (PUD) Planned Unit Development Overlay with underlying "B-1" General Commercial Zoning and adopt a revised Master Site Plan for the subdivision into two parcels and development of 288 apartment units in two buildings and a convenience store with gas pumps. This request also includes a variance to parking from approximately 2 spaces per unit to 1.9 spaces per unit. In addition, a variance is requested to increase fence height in the front yard from 4 feet to 6 feet in order to gate the entire residential property. On April 12, 2018,

the City Council approved the previous plan which had four multi-family residential buildings and a clubhouse subject to the following conditions:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Gulf Coast Engineering, on May 14, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "CPUD" Commercial Planned Unit Development adoption.
2. An 8-foot-tall PVC fence must be installed as a buffer to the residential on the south property line.

ACTION: (Adopt - Deny) Resolution No. 18-10.

Department: Community Development

Reference Material: [PUD200-5 R6 Resolution,SR,application,narrative,aerial,site plan,atty letter](#)

- C2 **ORDINANCE NO. 4063.** AN ORDINANCE AMENDING ORDINANCE NO. 3193, "TRAVEL BY CITY OFFICIALS AND EMPLOYEES", AMENDING SECTION FIVE "TRANSPORTATION", SUBSECTION (b) (1) AND (4); PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This ordinance amends the current and future mileage reimbursement rate to be the rate established by the Internal Revenue Service effective immediately upon passage.

ACTION: (Pass - Deny) Ordinance No. 4063.

Department: Finance

Reference Material: [mileageOrdAtyLtr](#)

- C3 **AUTHORIZATION FOR THE MAYOR TO SIGN A 2018 STATEWIDE MUTUAL AID AGREEMENT**

NOTE: On February 26, 2018, the Statewide Mutual Aid Agreement was modified by the Florida Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement and is being provided to the municipalities for signature and execution.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a 2018 Statewide Mutual Aid Agreement.

Department: Fire

Reference Material: [Statewide Mutual Aid Agreement 2018; letter from attorney](#)

C4 AUTHORIZATION FOR FINAL PAYMENT ON PURCHASE UNDER THE SCHOOL DISTRICT OF OSCEOLA COUNTY CONTRACT #SDOC 16-B-087-LH - Playground equipment for Forbes Recreation Center

NOTE: This action is recommended so final payment can be processed and the purchase completed. The total and final payment amount of purchase is \$60,274.49 to be charged to account 301781-562520.

ACTION: (Approve - Deny) Authorization to make first and final payment for playground equipment for Forbes Recreation Center under Osceola County Contract SDOC-16-B-087-LH to Advanced Recreational Concepts, LLC (ARC) 3125 Skyway Circle, Melbourne, Florida in the amount of \$60,274.49 to be charged to the appropriate account.

Department: Leisure Services

Reference Material: [ARC Final Invoice 4567 - Forbes Rec. Center](#)

C5 REAPPOINTMENT TO SPECIAL MAGISTRATE - Henry Ehrman

NOTE: The term of Henry Ehrman will expire June 30, 2018. Mr. Ehrman was first appointed in June 1991, and he has expressed a desire to continue to serve as Special Magistrate for another three-year term, expiring June 30, 2021.

ACTION: (Approve - Deny) The reappointment of Henry Ehrman to serve as Special Magistrate for a three-year term to expire June 30, 2021.

Department: Neighborhood Services

Reference Material: [SM Attendance Record](#)

C6 AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPATION AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES - Pinellas County Cooperative Contract No. 167-0024-P(JA) - Tetra Tech, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated September 7, 2017, between the City of Pinellas Park and Tetra Tech, Inc. (2301 Lucien Way, Suite 120, Maitland, FL 32751) for disaster debris monitoring services. This firm will provide monitoring for disaster recovery and debris removal operations should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Tetra Tech, Inc. for disaster debris monitoring services. The participant agreement period will be from September 7, 2017 through October 7, 2023 and the services will be charged to the appropriate account.

Department: Public Works

Reference Material: [Tetra Tech Council Packet](#)

C7 AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES - Pinellas County Cooperative Contract No. 167-0024-P(JA) - Rostan Solutions, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated September 7, 2017, between the City of Pinellas Park and Rostan Solutions, Inc., (3433 Lithia Pinecrest Road, Suite 287, Valrico, FL) for disaster debris monitoring services. This firm will provide monitoring for disaster recovery and debris removal operations should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Rostan Solutions, Inc. for disaster debris monitoring services. The participant agreement period will be from September 7, 2017 through October 31, 2023 and the services will be charged to the appropriate account.

Department: Public Works

Reference Material: [Rostan Council Packet](#)

C8 AUTHORIZATION FOR RELOCATION AND INSTALLATION OF NEW CENTRAL ANTENNA, SERVER AND TERMINAL UNIT - Data Flow Systems, Inc.

NOTE: This authorizes the purchase of a new central antenna, server and central terminal unit to be installed at the new Public Works Operation Center at 6250 82nd Avenue N. These units will replace the existing units at the previous Public Works facility located at 6101 78th Avenue N. This equipment is necessary to continuously monitor the City's 104 sewer lift stations. In addition to the sewer telemetry, the tower will serve as the mobile radio antenna also. The amount for this project is \$100,464.00 and should be charged to account 3010381-575613 18381/534.

ACTION: (Approve - Deny) Authorization for relocation and installation of new central antenna, server and terminal unit to Data Flow Systems, Inc. in the amount of \$100,464.00 to the appropriate account.

Department: Public Works

Reference Material: [data flow.backup](#)

C9 AUTHORIZATION FOR NEGOTIATIONS - RFP 18/006- Pavement Evaluation Consultant Services

NOTE: The Evaluation Committee, in accordance with Resolution 15-12, has reviewed the proposals submitted and recommends four consultants in the following order: 1) Transmap Corp., 2) CPWG, Inc., 3) Kissinger Campo and Associates, and 4) Infrastructure Management Services. Upon Council's recommendation and authorization, the City Manager will negotiate competitively with the most qualified firm; and should he fail to reach an agreement, he will then negotiate with the remaining firms in order of preference, in accordance with Section 287.055, Florida Statutes.

ACTION: (Approve - Deny) Authorization for City Manager to negotiate with the firms recommended by the Evaluation Committee, in order of preference as recommended, for 1) Transmap Corp., 2) CPWG, Inc., 3) Kissinger Campo and Associates, and 4) Infrastructure Management Services.

Department: Public Works

Reference Material: [Pavement Eval](#)

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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JUNE

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JULY

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8	9	10 7:30 PM Council Workshop	11 Pancake Breakfast Senior Center 6:00 PM UPP Program	12 7:00 PM Agenda Session 7:30 PM Council Meeting	13	14 Pride in the Park Clean-Up																																										
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City of Pinellas Park

Staff Report

File #: 18-462, Version: 1

Agenda Date: 5/24/2018

RESOLUTION NO. 18-10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AUTHORIZING MINOR AMENDMENTS TO A MASTER PLAN PREVIOUSLY INCORPORATED AS EXHIBIT “B” IN ORDINANCE NO. 4059; PROVIDING FOR THE DEVELOPMENT OF A PROPERTY GENERALLY LOCATED AT 9400 US HIGHWAY 19 NORTH; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2000-5(R)6/BOA 2018-13, Capital Resources of Florida, LLC)

FIRST AND FINAL READING

NOTE: This is a request to amend a previously approved (PUD) Planned Unit Development Overlay with underlying “B-1” General Commercial Zoning and adopt a revised Master Site Plan for the subdivision into two parcels and development of 288 apartment units in two buildings and a convenience store with gas pumps. This request also includes a variance to parking from approximately 2 spaces per unit to 1.9 spaces per unit. In addition, a variance is requested to increase fence height in the front yard from 4 feet to 6 feet in order to gate the entire residential property. On April 12, 2018, the City Council approved the previous plan which had four multi-family residential buildings and a clubhouse subject to the following conditions:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Gulf Coast Engineering, on May 14, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of “CPUD” Commercial Planned Unit Development adoption.
2. An 8-foot-tall PVC fence must be installed as a buffer to the residential on the south property line.

ACTION: (Adopt - Deny) Resolution No. 18-10.

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AUTHORIZING MINOR AMENDMENTS TO A MASTER PLAN PREVIOUSLY INCORPORATED AS EXHIBIT "B" IN ORDINANCE NO. 4059; PROVIDING FOR THE DEVELOPMENT OF A PROPERTY GENERALLY LOCATED AT 9400 US HIGHWAY 19 NORTH; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2000-5(R)6/BOA 2018-13, Capital Resources of Florida, LLC)

WHEREAS, the City of Pinellas Park has received an application to amend Exhibit "B", the Master Plan, in Ordinance No. 4059, which was previously adopted by City Council on April 12, 2018, for the development of the property at 9400 US Highway 19 North.

WHEREAS, the applicant has reduced the number of multi-family buildings from 4 to 2, increased the number of dwelling units from 280 to 288, and revised the Master Plan.

WHEREAS, the City's Land Development Code provides for City Council approval of Minor Amendments to the Master Plan without public notice or a public hearing.

WHEREAS, the City Council has determined the Minor Amendments in Exhibit "A" are in compliance with Section 18-1529.12(B), Changes and Amendments.

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 Exhibit "A", the revised Master Plan dated May 14, 2018, which is attached hereto and made a part hereof, shall be controlling as to the development of PUD 2000-5(R)6, for the property generally located at 9400 US Highway 19 North.

SECTION TWO: That this Resolution shall be in full force and effect immediately upon its adoption and approval in the manner provided by law.

PUBLISHED THE _____ DAY OF _____, 2018.

FIRST READING _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

ADOPTED THIS _____ DAY OF _____, 2018.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

EXHIBIT "A"
MASTER SITE PLAN

(Prepared by Gulf Coast Consulting, Inc., 5/14/2018)

=====ZONING DIVISION=====

CASE NUMBER: PUD 2000-5(R)6 / BOA 2018-13 OWNER: Capital Resources of Florida, LLC

CC HEARING: April 12, 2018 (Public Hearing) AGENTS: Gulf Coast Consulting, Inc.

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I. GENERAL INFORMATION

A. Request:

Consideration of a request for an amendment to the previously approved "PUD" Planned Unit Development Overlay with underlying "B-1" General Commercial Zoning to subdivide into two parcels and establish an apartment complex with up to 24 units per acre along with a convenience store with gas pumps in addition to a variance to reduce required parking and a variance to fence height in the front yard. The amendment consists of a decrease in the number of multi-family buildings on the site from four to two, providing for a change in density from 280 to 288 multi-family dwelling units as previously approved.

B. Proposed use: Parcel I – convenience store with gas pumps
Parcel II – 288 apartment units

C. Location: 9400 US Hwy 19

D. Site Area: 12.31 acres (MOL)

E. Land Use Plan Designation: Commercial General (CG)

Zoning Classification: "CPUD" Commercial Planned Unit Development with
underlying "B-1" General Commercial Zoning

F. Public Notification: N/A

G. Legal Advertising: N/A

H. Legal Description: See attached Exhibit "A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

This 12.31 acres (MOL) parcel is part of the original Pinellas Farms plat as recorded in Hillsborough County Record Book 7, Page 4. Records of 1983 depict a 15.61 acre parcel prior to the dedication of 3.5 acres to FDOT for right-of-way purposes. In March of 1983, Ordinance No. 1239 was approved, rezoning the property from "B-1" General Commercial to "CPUD" Commercial Planned Unit Development, when "CPUD" was listed as a zoning district in the Code at that time. At a later date, during Land Development Code changes, "CPUD" was converted into an overlay district and by default, the property is now within the "B-1" Zoning District with a "CPUD" overlay. In December of 1983, a master plan was adopted by Ordinance No. 1341 to develop a Buick automobile dealership with auto repair. In 1989, Ordinance No. 1855 was adopted to amend this plan. The PUD master plan was amended again in 1993, 1998, 2000 and 2018 by Ordinances 2205, 2405 2839 and 4059 respectively. The Buick and Saab dealership closed in 2007 and the site has remained vacant since then. Multiple amendments have been proposed in the last few years but have not come to fruition. All of the previous six buildings on the property have now been demolished. City Council approved, on September 21, 2017 by Ordinance 4059, a PUD Master Plan for the development of 280 multifamily residential units in five 4-stories apartment buildings along with a clubhouse of 2,500 square feet. A convenience store of 2,490 sq. ft. with pumps was also approved by City Council on southwest corner of the site.

B. Site Characteristics:

The parcel is triangular and located south of the US Highway 19, east of 49th Street interchange and north of the vacated 94th Avenue right-of-way. All previous dealership and auto repair structures have been demolished.

C. Vicinity Characteristics:

AREA	ZONING	LAND USE	EXISTING CONDITIONS
NORTH	P	R/OS	US 19 overpass and FDOT right-of-way, Freedom Lake Park
SOUTH	T-2	RLM	Crystal Lake Mobile Home Park
EAST	B-1	CG	Bill Jackson's (retail)
WEST	R-1	RU	Skyview Terrace 1 st Addition

D. Essential Services Summary:

Assistant City Manager:

No objection

Zoning Director:	No objection
Life Safety Management:	Comment: <i>Must meet FL Fire Prevention Code.</i>
Building Division:	No objection
Army Reserve Medical Command:	Not received
Community Planning:	No objection. Relevant Comprehensive Plan policies are in this case file. Recommend the installation of internal sidewalks linking structures to other structures and connection to the US Hwy 19 and 49 th Street sidewalk system at or near PSTA bus stops.
Police Department:	No objection
PPWMD:	No objection
FDOT:	Not received
<u>Public Works Divisions:</u>	
Administrator:	No objection
Construction Services:	Comment: <i>20' unobstructed easement from top of bank of south ditch is needed. No curbing or landscaping in the easement. Driveway Permits from Pinellas County required for 49th Street and from FDOT for US 19 as a significant change.</i>
Utilities Director:	No objection
Transportation and Stormwater Div:	No objection

III. MASTER PLAN REVIEW

- A. Ingress and egress to the development and proposed structures and all with particular reference to automotive and pedestrian safety, separation of automotive traffic and control, provision of services and servicing of utilities and refuse collection and ingress/egress in case of fire, catastrophe and emergency.

Analysis: All interior circulation provided for access to adjacent parking areas will be privately owned and maintained by the parcel owners. The applicant is proposing three points of access to 49th Street. All driveways on 49th Street must be reviewed and approved by Pinellas County prior to site permit approval. The driveway on US 19 must be reviewed and approved by FDOT. There are existing sidewalks along US 19 and 49th Street. There are City water, sewer and reclaimed water services available to this property. On site refuse collection will be via dumpsters on each of

the two parcels. A dumpster enclosure is proposed approximately 5 feet south of the convenience store building (Parcel I) and trash rooms are proposed within the multifamily buildings (Parcel II).

Traffic impacts are as follows:

1. Characteristics:

ACCESS / DESIGNATION	
US Highway 19	Arterial
49 th Street	Arterial
EXISTING CONDITIONS	
US Highway 19	6-lane divided
49 th Street	6-lane divided

2. Trip Generation:

BY PREVIOUS USE – Auto sales and repair
33.3 trips/day/1,000 SF x 55,349 SF = 1,843 trips per day
BY PROPOSED USE – Convenience store and multifamily
1,762 trips per store under 3,000 SF = 1,762 trips per day 6.6 trips/day/unit x 288 units = 1,900 trips per day TOTAL = 3,743 trips per day

The site could potentially generate an additional 1,767 trips as compared to the most recent use that was closed on the site over 10 years ago. This parcel has frontage on US 19 and 49th Street, two six-lane divided arterial roadways.

3. Level of Service:

US Highway 19	LOS C
49 th Street	LOS C

- B. Location and relationship of off-street parking and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.

Analysis: Internal traffic will be guided by interior islands and directional arrows. All access aisles

are wide enough for emergency vehicles. The circle at the north entrance off of 49th Street may need to be modified to allow for fire vehicles. There is an existing sidewalk surrounding the north, east and west sides of the property while the southern property line buffers a mobile home park. An access drive from US 19 will continue through to the west side of the PUD to allow access to the gas station from both sides of the property. A sidewalk will be constructed on the north side of this 24-foot-wide drive. The landscape buffer adjacent to the residential to the south will meet Code requirements including an 8 feet high solid PVC fence being on the north side of the access drive. A fence is proposed around the entire property as a gated community. The fence will be 6-foot-tall in the front yards, requiring a variance as described in Section IV below. All other required landscaping will be met and is shown on the landscape sheet of the master plan. The multifamily parcel will be fenced and gated. A variance is requested to reduce parking and analysis is provided in Section IV below. No curb is to be allowed on the private road and the parking spaces south of the proposed private road to allow for the maintenance of the abutting ditch.

- C. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes, and other nuisances.

Analysis: The plan meets all of today's Code requirements for landscape buffers. Parking lot lighting requires the use of cut off fixtures to direct light downward to minimize impacts to the rights-of-way and adjacent properties.

- D. Drainage on the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. City Council may grant approval, subject to approval by the City Manager, or his designee, of a drainage plan as required by the City Drainage Code.

Analysis: There are two retention ponds proposed within this development; one being for the multifamily parcel and one being for the convenience store parcel. This should eliminate the need for shared drainage and maintenance. The design and details will be subject to review and approval by the Southwest Florida Water Management District at the time of permitting.

- E. Availability and compatibility of hook-in locations between the project and necessary utilities.

Analysis: Existing infrastructure for water and sewer services is adequate and reasonably available to meet the needs of the site.

- F. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with adjacent properties.

Analysis: Any signage desired will need to meet the requirements of Article 6, Signs, of the Land Development Code and will be reviewed with Final Site Plan Review. Exterior lighting shall be limited to internal vehicular use areas and shall not spill over into abutting properties or rights-of-way as much as possible by installation of cut-off fixtures that direct light to the pavement.

- G. Orientation and location of buildings, recreational facilities and open space in relation to the

physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development surrounding landscape.

Analysis: This site is designed with two parcels. The first is located at the southwest corner of the PUD with a convenience store located approximately 20 feet from its east property line, associated parking surrounding the building, and gas pumps located 35 feet from the 49th Street frontage. The second parcel will be the remaining property for an apartment complex development. This will include two 4-story apartment buildings and clubhouse building with a pool. The development is also providing a dog park

- H. Proximity, relationship and compatibility of existing and proposed surrounding land use.

Analysis: This parcel is historically commercial due to its location at the intersection of two major arterial roadways. Abutting to the south is a mobile home park that has been established since at least 1963. Functionally abutting to the west is "R-1" Single Family Residential.

- I. General amenities included as part of the development to complement the character of the surrounding area.

Analysis: The multifamily component of the project will have a clubhouse and an outdoor pool area along with walking paths around the property.

- J. Treatment and location of handling of solid waste disposal.

Analysis: The convenience store parcel will have a dumpster enclosure 5 feet south of the building and approximately 75 feet from the south property line, abutting the Crystal Lake Mobile Home Park. On site refuse collection will be via dumpsters on each of the two parcels. Trash rooms are proposed within the multifamily buildings (Parcel II). Trash will be collected by the apartment complex for pick by Waste Management.

- K. Landscaping and preservation of natural or man-made features of the site including trees and other vegetation.

Analysis: A landscape plan is included in Exhibit B with the site plan. The applicant has proposed all required landscaping on the plan. This includes trees and continuous hedge around all property lines, as well as the required interior green space.

IV. Sec. 18-1537.2. VARIANCE REVIEW CRITERIA (BOA 2018-13)

Variances from the terms of this Ordinance shall not be granted by the City Council sitting as the Board of Adjustment unless and until a written application for the variances is submitted demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same district.
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights

commonly enjoyed by other properties in the same district under the terms of this Ordinance.

3. That the special conditions and circumstances do not result from the actions of the applicant.
4. That granting the variances requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.
5. The City Council shall further make a finding that the reasons set forth in the application justify the granting of the variances, and that the variances are the minimum variances that will make possible the reasonable use of the land, building or structure.
6. The City Council shall further make a finding that the granting of the variances will be in harmony with the general purpose and intent of this Ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

(A) The applicant requests a variance to parking to provide 547 spaces where 572 spaces are required.

Analysis: The applicant is requesting a variance to reduce the parking requirement by approximately 4%. Parking provided to the convenience store parcel is adequate where the parking for the multifamily parcel will equate to approximately 1.9 per unit where 2 per unit is required. According to *Parking Generation* of the Institute of Transportation Engineers, 4th Edition, the average parking supply for mid-rise apartments is 1.4 spaces per dwelling unit. This study also shows an average of 0.9 spaces per bedroom. The applicant has not yet determined the bedroom breakdown for this development.

(B) The applicant requests a variance to increase the allowable fence height in the front yard from 4 feet to 6 feet for a perimeter fence around the multifamily parcel.

Analysis: A perimeter fence is proposed surrounding the apartment complex (Parcel II) which will also include gates at each entrance. The applicant has proposed this fence be 6 feet tall on all sides and the fence material is to be determined.

V. DEVELOPMENT CONSIDERATIONS

1. Application for building permits shall be submitted within six (6) months of Master Plan approval.

VI. MOTION

After review of the Master Plan and the review criteria of Section 18-1539.3, I move to APPROVE/DENY Case No. PUD 2000-5(R)6/BOA 2018-13 for the adoption of an amended Master Plan within a "CPUD" Commercial Planned Unit Development overlay ("B-1" underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 12.31 acres (M.O.L.) of land generally located at 9400 US Highway 19; subject to the following conditionS:

1. Development controls are established through the development order, consisting of the application,

staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Gulf Coast Consulting, Inc. dated March 4, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "CPUD" Commercial Planned Unit Development adoption.

2. An 8 feet tall PVC fence must be installed as a buffer to the residential properties on the south property line

City of Pinellas Park, Florida
APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

FOR OFFICE USE ONLY

CASE #: PUD 2000-5(R)6 PZ MEETING: _____ C/CRA MEETING: CC: 5/24/18
PLAT SHEET: 0-9 RELATED CASES: _____ RECEIPT NUMBER: 243138
ZONING DISTRICT: CPUD (B-1) LAND USE DESIGNATION: CG DATE RECEIVED: 4/17/18

REQUEST AND PROPERTY INFORMATION

REQUEST: PUD Amendment of PUD2000-5 to modify PUD overlay on B-1 zoned property to allow multi-family apartments and convenience store on a 12.397 acre property at 9400 US 19. Increase from 280 to 288 units. Change to unit mix to add studios, change to building sizes, modify parking layout and proposed spaces.

GENERAL LOCATION OF PROPERTY OR ADDRESS: Approx. 12.397 acres located at the NE Corner 49th St/94th Avenue adjacent to US 19, Pinellas Park, FL.

PROPERTY SIZE (Acreage or Square Feet): 12.397 acres

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: Vacant former auto sales/service dealership.

PARCEL NUMBER(S): 21/30/16/69822/100/3100 (See attached Legal Description)

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Capital Resources of Florida LLC PHONE: (_____) _____

ADDRESS/CITY/ZIP: 1375 S. Fort Harrison Avenue, Clearwater, FL 33756-3348

AUTHORIZED AGENT: Robert Pergolizzi, AICP/PTP PHONE: (727) 524-1818

ADDRESS/CITY/ZIP: Gulf Coast Consulting, Inc. 13825 ICOT Blvd., Suite 605 Clearwater, FL 33760

OTHER REPRESENTATIVE: Sean Cashen, PE PHONE: (727) 524-1818

ADDRESS/CITY/ZIP: Gulf Coast Consulting, Inc. 13825 ICOT Blvd., Suite 605, Clearwater, FL 33760

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

Capital Resources of Florida, LLC

1 That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

12.397 acres at NE corner of 49th Street / 94th Avenue, Pinellas Park, FL

LEGAL DESCRIPTION OF PROPERTY Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See Attached Legal Description

2 That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

PUD Amendment to modify previously approved PUD

3 That the undersigned (has/have) appointed and (does/do) appoint Robert Pergolizzi as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4 That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

[Signature]
SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF _____

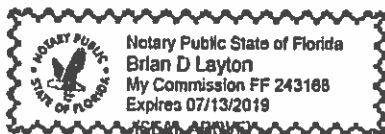
The foregoing instrument was acknowledged before me this 16th of April 2016
(Date)

By GARY BOESCH
(Name of person acknowledging and title of position)

who is personally known to me or who has produced Personnel License
(Type of identification)

as identification and who did (did not) take an oath

Notary Public, Commission No. _____



Brian D Layton
Name of Notary typed, printed or stamped)

**NARRATIVE SUMMARY FOR PUD AMENDMENT APPLICATION
9400 US 19 SITE**

Owner:
Capital Resources of Florida, LLC
1375 S. Fort Harrison Avenue
Clearwater, FL 33756-3348

Authorized Agent:
Mr. Robert Pergolizzi, AICP / PTP
Gulf Coast Consulting, Inc.
13825 ICOT Boulevard, Suite 605
Clearwater, FL 33760

The applicant is requesting to amend the previously approved PUD overlay on a 12.397 acre property having B-1 zoning and PUD overlay within the City of Pinellas Park:

Parcel ID #: 21/30/16/69822/100/3100

This amendment is to cases previously approved by the City of Pinellas Park. The PUD Master Plan had been adopted and revised in 1993, 1998 and 2000. On April 12, 2018 Case #PUD2000-5(R)5/BOA2018-13 approved a PUD for 280 apartment units and 2,940 SF convenience store, a variance for a six (6) foot high fence, and a parking variance for a total of 547 total parking spaces where 572 spaces are required by code.

This amendment seeks to modify the multi-family apartment component of the PUD only by changing the building configuration to include 288 units, making minor changes to the parking layout, and modifying the unit mix to include 11 studio units, 146 1BR units, 119 2BR units, and 12 3BR units. The 288 apartments will contain a total of 431 bedrooms. The total parking for the PUD will be 555 spaces 530 for apartments and 25 for the convenience store)

LAND USE/ZONING

The existing land use designation per the Future Land Use Plan is Commercial General (CG). The site is zoned B-1 (General Commercial District) with a PUD overlay which allow multi-family residential development.

Surrounding uses include:

North: On-ramp from 49th Street to US 19.

South: Crystal Lake MHP, having RLM land Use and T-2 zoning.

East: US 19. East of US 19 are retail uses (Bill Jacksons) on property having CG land use and B-1 zoning.

West: 49th Street (6LD Arterial). West of 49th Street are single-family homes on land having RU land use and R-1 zoning.

A comparison to the previously approved PUD is provided below:

The amount of development is increased from 280 units to 288 units in addition to the 2,940 SF convenience store. This is a minor increase.

Building Setbacks:

All building setbacks are similar to the previously approved plan. The proposed east setback is 62 feet from US 19, the proposed west setback is 75 feet from 49th Street, the proposed north setback is 137 feet from the US 19 on-ramp, and the proposed south setback is 58 feet for the 1-story garage building and 122 feet to the nearest multi-story apartment building. The convenience store site is not changed and is setback 139 feet from 49th Street.

Building Height:

The maximum building height is 50-feet in the B-1 zoning district. The previously approved PUD granted a maximum building height of 4-stories. The proposed building heights will be 4-stories and will not exceed 50 feet.

Open Space:

Maximum lot coverage is 75% in the B-1 zoning district, yielding a 25% open space requirement. The revised PUD plan contains 33.6% open space area which includes retention ponds and green space. The open space will include a small dog park.

Parking:

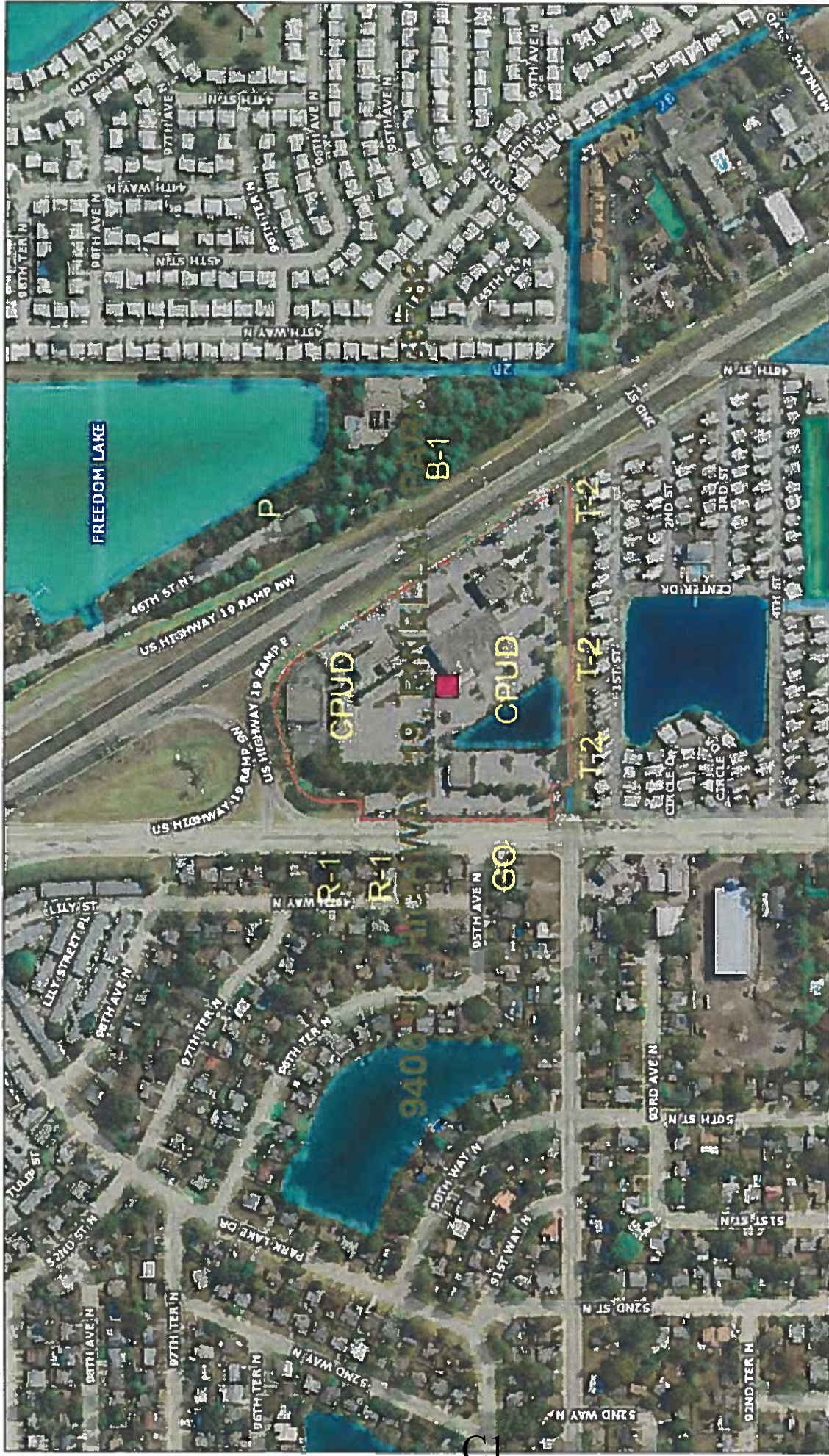
The applicant had previously received a parking variance to a requirement of 547 total parking spaces.

The proposed amended PUD will include 555 total parking spaces, which represents a 6% variance from code requirement of 588 total parking spaces. Of the 555 total parking spaces, 25 spaces will be on the convenience store property and approximately 530 spaces will be on the apartment property. The 288 apartment units would have 431 bedrooms. Prior variances for other PUD apartments had been approved using a ratio of 1.06 spaces per bedroom, therefore, this project having 530 parking spaces for 431 bedrooms would exceed that ratio. The applicant further agrees to provide pedestrian connections to public roadways.

CONCLUSION

The proposed PUD modifications are in character with the approved PUD and generally consistent with the Land Development Code. The revised plan reduces the number of parking spaces, while providing setbacks, and open space in conformance with the previously approved PUD Master Plan. The applicant will provide on-site amenities including a clubhouse containing a fitness center, business center, and an outdoor kitchen near the resort style pool. In addition, a small dog park is planned

PUD 2000-5R6



C1

April 17, 2018

- CSX Railroad Lines
- Centerlines
- Channels
- Ditch
- Waterbodies
- DRY
- WET
- Medical District

1:5,065
0 0.0425 0.085 0.17 mi
0 0.05 0.1 0.2 km

City of Piedras Park, Jason A. Gaffin, Kevin Marlow
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS
FAO, NP-S, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri
Japan, METI, Esri China (Hong Kong), swiss topo, © OpenStreetMap

9400 US 19 SITE

PUD PRELIMINARY SITE PLAN

SECTION 21, TOWNSHIP 30 S, RANGE 16 E PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

PARTIAL DESCRIPTION:
ALL THAT TRACT OF LAND, IN SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT CERTAIN PICE, PARCEL, OR TRACT OF LAND LING AND BEING IN PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A CORNER 1 ON THE WATER FORMING THE INTERSECTION OF THE EASTERN MARSH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 19 (1/4 SECTION 21) (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND THE SOUTHWESTERLY CORNER OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 19 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING FL. 8 GRID COORDINATES OF N 1,281,121.44, E 429,872.26, THENCE ALONG THE SOUTHWESTERLY CORNER OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 19 (FOR THE FOLLOWING LINE CALLS) (1) 869'50" S 71° E OF 100 FEET TO AN IRON PIN, (2) THENCE NORTH 0° 0' 0" W A DISTANCE OF 100 FEET TO AN IRON PIN, (3) THENCE NORTH 0° 0' 0" W A DISTANCE OF 115.78 FEET HAVING A RADIUS OF 10.00 FEET A CHORD BEARING OF N 84° 48' 31" E AND A CHORD DISTANCE OF 107.91 FEET TO AN IRON PIN, (4) THENCE N 84° 48' 31" E A DISTANCE OF 181.47 FEET TO AN IRON PIN, (5) THENCE ALONG A CHORD BEARING OF 220.73 FEET HAVING A RADIUS OF 170.00 FEET TO AN IRON PIN, (6) THENCE NORTH 0° 0' 0" W A DISTANCE OF 800.12 FEET TO AN IRON PIN, (7) THENCE S 89° 00' 0" E A DISTANCE OF 400.00 FEET TO AN IRON PIN, (8) THENCE S 89° 00' 0" E A DISTANCE OF 400.00 FEET TO A CHORD 1, (9) THENCE S 89° 00' 0" E A DISTANCE OF 181.99 FEET TO AN IRON PIN, THENCE ALONG THE COMMON LINE OF CRYSTAL LAKE MAR. LLC 869'50" S 71° E A DISTANCE OF 800.27 FEET TO A NAIL, THENCE ALONG THE NORTHEASTERLY CORNER OF THE RIGHT-OF-WAY OF 14TH STREET (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) (FOR THE FOLLOWING LINE CALLS) (1) INTERSECTION A DISTANCE OF 15.00 FEET TO A NAIL, (2) THENCE S 89° 00' 0" E A DISTANCE OF 15.00 FEET TO A NAIL, (3) THENCE N 84° 48' 31" E A DISTANCE OF 181.47 FEET TO AN IRON PIN, THENCE ALONG THE EASTERLY CORNER OF THE RIGHT-OF-WAY OF 49TH STREET NORTH A DISTANCE OF 548.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 538,893.57 OR 12.387 ACRES MORE OR LESS.

PREPARED BY:

OWNER: CAPITAL RESOURCES OF FL, LLC
13155 EIGHTH AVENUE
CLEARWATER, FL 33758

DEVELOPER: WOOD PARTNERS
401 SOUTH DIXIE HIGHWAY, SUITE 303
WEST PALM BEACH, FL 33401

CIVIL ENGINEER: GULF COAST CONSULTING, INC.
13155 EIGHTH AVENUE, SUITE 605
CLEARWATER, FL 33758

ARCHITECT: CHARLIE BROOK ASSOCIATES
1770 FENWELL STREET
MILWAUKEE, WI 53233

LOCATION MAP



WOOD PARTNERS
401 South Dixie Highway Ave, Suite 303
West Palm Beach, FL 33401
(561) 893-0055



Gulf Coast Consulting, Inc.
Land Development Consulting
EXCEEDING TRANSPORTATION PLANNING REQUIREMENTS
13155 EIGHTH AVENUE, SUITE 605
CLEARWATER, FLORIDA 33758
Phone: (727) 324-1818 Fax: (727) 324-6090
www.gulfcoastconsultinginc.com

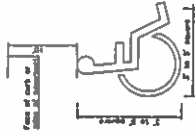
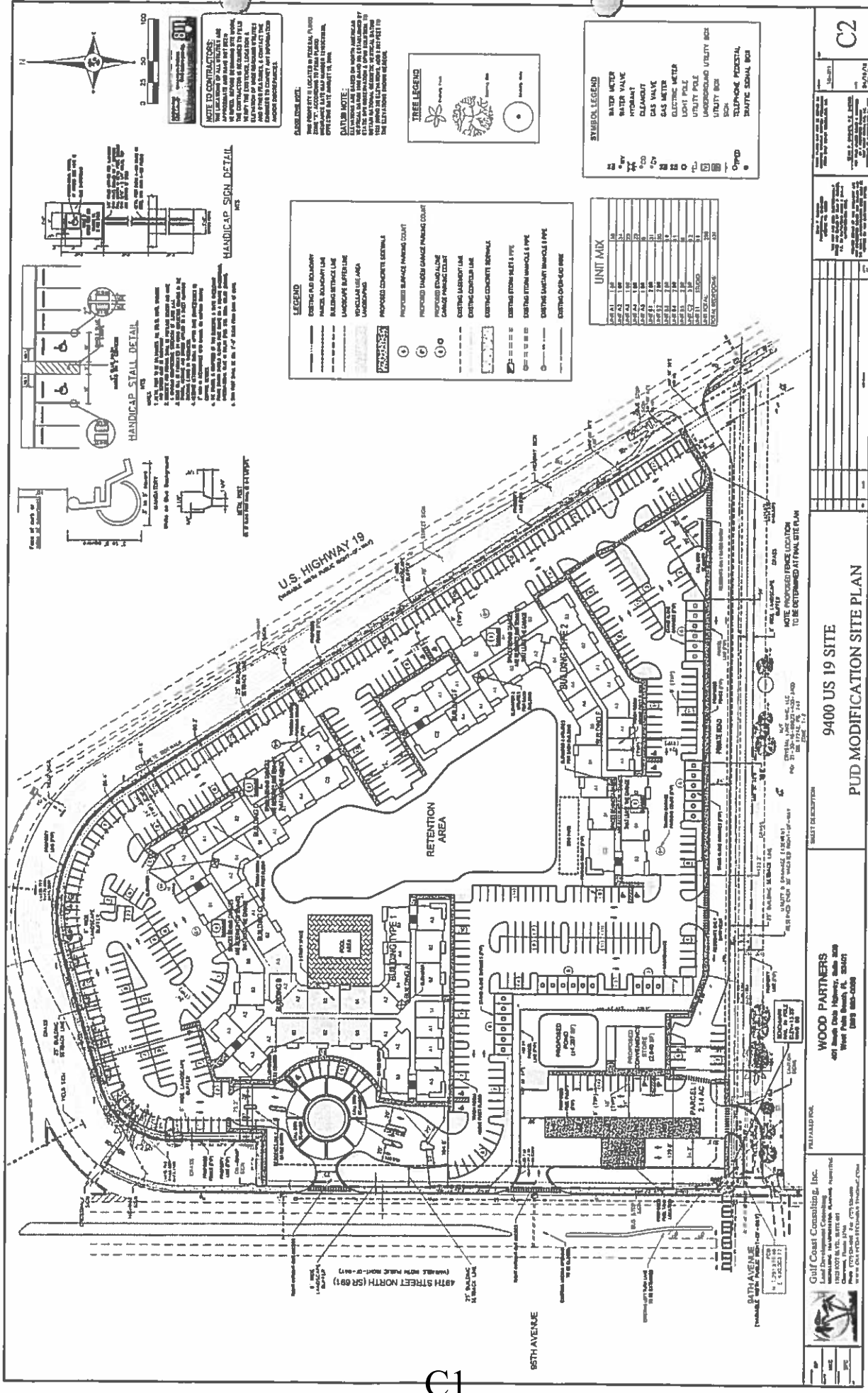
DRAWING INDEX

SHEET	TITLE
C1	COVER SHEET
C2	PUD MODIFICATION SITE PLAN

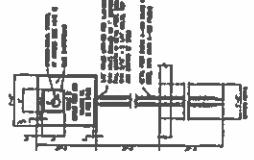
SITE DATA TABLE

PARCEL ID	21-20-16-0000-100-320
ADDRESS	9400 US 19, PINELLAS PARK, FL
LAND USE	COMMERCIAL GENERAL (C2)
ZONING	COMMERCIAL GENERAL (C2)
EXISTING USE	VACANT (FORMER AUTO DEALERSHIP)
PROPOSED USE	MULTI-FAMILY APARTMENTS & CONVENIENCE STORE
PROPOSED IMPROVEMENTS	2843 SF CONVENIENCE STORE 200 MULTI-FAMILY APARTMENTS
PROPOSED IMPROVEMENTS SURFACE	105,041 SF
PAVEMENT	23,250 SF
SEWERAGE/PAVEMENTS	15,718 SF
TOTAL IMPROVEMENTS AREA	356,899 SF (86.42)
OPEN SPACE	18,793 SF (13.88)
VEHICULAR USE AREA	23,250 SF (17.16)
PAVING	PROVIDED
MULTI-FAMILY	200 UNITS
CONVENIENCE STORE	2843 SF
TOTAL	356,899 SF
PARKING VARIANCE	< 10%
MINIMUM BUILDING HEIGHT	30 FEET
THE PARCEL LIES IN FLOOD ZONE 1 PER FEMA MAP 15230C01N DATED AUGUST 18, 2008	

DATE: 08/18/09
DRAWN BY: J. B. B.



HANDICAP STALL DETAIL



HANDICAP SIGN DETAIL

LEGEND

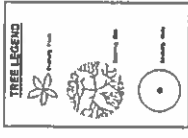
EXISTING BUILDING	PROPOSED CONCRETE SIDEWALK
EXISTING SIDEWALK	PROPOSED SIDEWALK
EXISTING DRIVEWAY	PROPOSED DRIVEWAY
EXISTING LANDSCAPE	PROPOSED LANDSCAPE
EXISTING UTILITY	PROPOSED UTILITY
EXISTING CONCRETE SIDEWALK	PROPOSED CONCRETE SIDEWALK
EXISTING SIDEWALK	PROPOSED SIDEWALK
EXISTING DRIVEWAY	PROPOSED DRIVEWAY
EXISTING LANDSCAPE	PROPOSED LANDSCAPE
EXISTING UTILITY	PROPOSED UTILITY

UNIT MIX

UNIT	TYPE	AREA	PERCENT
1	1 BR	1,000	10.0
2	2 BR	2,000	20.0
3	3 BR	3,000	30.0
4	4 BR	4,000	40.0
5	5 BR	5,000	50.0
6	6 BR	6,000	60.0
7	7 BR	7,000	70.0
8	8 BR	8,000	80.0
9	9 BR	9,000	90.0
10	10 BR	10,000	100.0
11	11 BR	11,000	110.0
12	12 BR	12,000	120.0
13	13 BR	13,000	130.0
14	14 BR	14,000	140.0
15	15 BR	15,000	150.0
16	16 BR	16,000	160.0
17	17 BR	17,000	170.0
18	18 BR	18,000	180.0
19	19 BR	19,000	190.0
20	20 BR	20,000	200.0
21	21 BR	21,000	210.0
22	22 BR	22,000	220.0
23	23 BR	23,000	230.0
24	24 BR	24,000	240.0
25	25 BR	25,000	250.0
26	26 BR	26,000	260.0
27	27 BR	27,000	270.0
28	28 BR	28,000	280.0
29	29 BR	29,000	290.0
30	30 BR	30,000	300.0
31	31 BR	31,000	310.0
32	32 BR	32,000	320.0
33	33 BR	33,000	330.0
34	34 BR	34,000	340.0
35	35 BR	35,000	350.0
36	36 BR	36,000	360.0
37	37 BR	37,000	370.0
38	38 BR	38,000	380.0
39	39 BR	39,000	390.0
40	40 BR	40,000	400.0
41	41 BR	41,000	410.0
42	42 BR	42,000	420.0
43	43 BR	43,000	430.0
44	44 BR	44,000	440.0
45	45 BR	45,000	450.0
46	46 BR	46,000	460.0
47	47 BR	47,000	470.0
48	48 BR	48,000	480.0
49	49 BR	49,000	490.0
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65	65 BR	65,000	650.0
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69	69 BR	69,000	690.0
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71	71 BR	71,000	710.0
72	72 BR	72,000	720.0
73	73 BR	73,000	730.0
74	74 BR	74,000	740.0
75	75 BR	75,000	750.0
76	76 BR	76,000	760.0
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78	78 BR	78,000	780.0
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83	83 BR	83,000	830.0
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85	85 BR	85,000	850.0
86	86 BR	86,000	860.0
87	87 BR	87,000	870.0
88	88 BR	88,000	880.0
89	89 BR	89,000	890.0
90	90 BR	90,000	900.0
91	91 BR	91,000	910.0
92	92 BR	92,000	920.0
93	93 BR	93,000	930.0
94	94 BR	94,000	940.0
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96	96 BR	96,000	960.0
97	97 BR	97,000	970.0
98	98 BR	98,000	980.0
99	99 BR	99,000	990.0
100	100 BR	100,000	1000.0

SYMBOL LEGEND

WATER METER	WATER VALVE
HYDRANT	CLEARWELL
GAS VALVE	GAS METER
ELECTRIC METER	UTILITY POLE
UTILITY POLE	UNDERGROUND UTILITY BOX
UTILITY BOX	SEWER
TELEPHONE	POWDER
TELEPHONE	POWDER



NOTE TO CONTRACTOR:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION.

WOOD PARTNERS
 407 South Oak Highway, Suite 200
 Denver, CO 80202
 (303) 888-0000

Gulf Coast Consulting, Inc.
 10000 E. 1st Avenue, Suite 100
 Denver, CO 80231
 (303) 733-1111

9400 US 19 SITE
PUD MODIFICATION SITE PLAN

PREPARED FOR:
 WOOD PARTNERS

PREPARED BY:
 GULF COAST CONSULTING, INC.

DATE:
 11/11/11

SCALE:
 1" = 20'

PROJECT DESCRIPTION:
 9400 US 19 SITE
 PUD MODIFICATION SITE PLAN

DATE:
 11/11/11

SCALE:
 1" = 20'

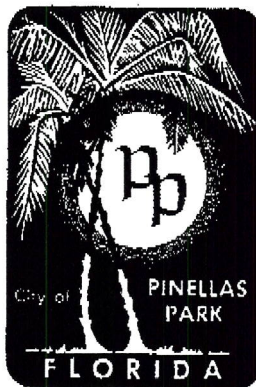
City of

PINELLAS PARK

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

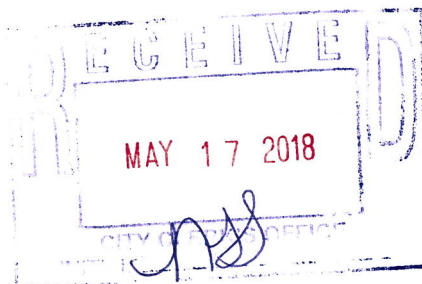
Please Respond To:

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

May 16, 2018



Ms. Elyce Mills
Planning & Zoning Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-132
Resolution Associated with PUD 2000-5(R)6 / BOA 2018-13

Dear Ms. Mills:

I have received and reviewed the above-referenced revised Resolution for PUD 2000-5(R)6. I would approve of the revised 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
Danny E. Taylor, Planning & Zoning Director

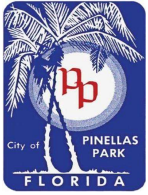
JWD/dh

18-132.05162018.LEM.Res PUD 2000-5R6 BOA 2018-13.wpd



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City of Pinellas Park

Staff Report

File #: 18-463, **Version:** 1

Agenda Date: 5/24/2018

ORDINANCE NO. 4063. AN ORDINANCE AMENDING ORDINANCE NO. 3193, "TRAVEL BY CITY OFFICIALS AND EMPLOYEES", AMENDING SECTION FIVE "TRANSPORTATION", SUBSECTION (b) (1) AND (4); PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This ordinance amends the current and future mileage reimbursement rate to be the rate established by the Internal Revenue Service effective immediately upon passage.

ACTION: (Pass - Deny) Ordinance No. 4063.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING ORDINANCE NO. 3193, "TRAVEL BY CITY OFFICIALS AND EMPLOYEES", AMENDING SECTION FIVE "TRANSPORTATION", SUBSECTION (b) (1) AND (4); PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; 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 Ordinance 3193, (Travel by City Officials and Employees), passed on November 25, 2003, be, and it is hereby amended so the Section Five, "Transportation", Subsections (b) (1), and (4) shall hereby read as follows:

SECTION FIVE. **TRANSPORTATION**
(b) Travel by private vehicle -

- (1) The use of a privately owned vehicle for official travel in lieu of public vehicle or common carrier may be authorized by the City Manager, if a publicly owned vehicle is not available. If traveling by privately owned vehicle, the traveler shall ~~receive reimbursement of a mileage allowance not exceeding thirty six (\$.36) cents per mile or the common carrier fair for such travel as determined by the City Manager~~ be reimbursed at the rate established by the Internal Revenue Service rounded down to the nearest penny.
- ~~(4) The mileage allowance rates for subsequent fiscal periods shall be established concurrently by passage of annual budget appropriation ordinance.~~
- (4) Future mileage allowance rates shall be amended to reflect changes in the rates established by the Internal Revenue Service.

SECTION TWO: That all Ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effective immediately, after its passage and approval in the manner provided by law.

FIRST READING THE _____ DAY OF _____, 2018.

PUBLISHED THE _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

PASSED THIS _____ DAY OF _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

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) 360-0700
FAX • (727) 544-7448

May 1, 2018

Ms. Jan Keely
Finance Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-116
Ordinance Amending Ordinance 3193

Dear Ms. Keely:

I have received and reviewed the above-referenced Ordinance amending Ordinance 3193.
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, Asst. City Manager
Sonny Kotala, Finance Administrator
Jim Walker, Utility Billing Director

JWD/dh

18-116.04302018.LJK.Ord Amending Ord 3193.wpd



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-437, **Version:** 1

Agenda Date: 5/24/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A 2018 STATEWIDE MUTUAL AID AGREEMENT

NOTE: On February 26, 2018, the Statewide Mutual Aid Agreement was modified by the Florida Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement and is being provided to the municipalities for signature and execution.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a 2018 Statewide Mutual Aid Agreement.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF PINELLAS PARK
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: MAYOR

Date: _____

Approved as to Form:

By: _____
City Attorney

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: City of Pinellas Park, Florida

Mailing Address: 5141 78th Avenue North
Pinellas Park, FL 33781

Authorized Representative Contact Information

Primary Authorized Representative

Name: Douglas Lewis
Title: City Manager
Address: 5141 78th Avenue North Pinellas Park, FL 33781
Day Phone: 727-369-0700 Night Phone: 727-214-7777
Facsimile: 727-369-5785 Email: dlewis@pinellas-park.com

1st Alternate Authorized Representative

Name: Brett Schlatterer
Title: Fire Chief
Address: 11350 43rd Street North, Pinellas Park FL 33762
Day Phone: 727-369-5800 Night Phone: 727-214-7851
Facsimile: 727-369-5785 Email: bschlatterer@pinellas-park.com

2nd Alternate Authorized Representative

Name: Robert Angell
Title: Deputy Fire Chief
Address: 11350 43rd Street North, Pinellas Park FL 33762
Day Phone: 727-369-5777 Night Phone: 727-214-7853
Facsimile: 727-369-5785 Email: rangell@pinellas-park.com

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS		Mission No:	
		(local)					
Point of Contact:		Telephone No:			E-mail address:		
Requesting Party:				Assisting Party:			
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:					Location (address):		
Approximated Date/Time Resources Released:							
Authorized Official's Name:				Signature:			
Title:			Agency:				

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available				To:	
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes <input type="checkbox"/>	(Provide information on attached Part IV)			No <input type="checkbox"/>
Authorized Official's Name:				Title:	
Date:		Signature:			Local Mission No:

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:			Title:	
Signature:			Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	\$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	\$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	\$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	\$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	\$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	\$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	\$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	\$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	\$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	\$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	\$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	\$80.00
8040	Ambulance			to 150		hour	\$25.50
8041	Ambulance			to 210		hour	\$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	\$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	\$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	\$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	\$29.00
8070	Automobile			to 130	Transporting people.	mile	\$0.50
8071	Automobile			to 130	Transporting cargo.	hour	\$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	\$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	\$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	\$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	\$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	\$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	\$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	\$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	\$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	\$0.65
8420	Breaker, Pavement			to 70		hour	\$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	\$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	\$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	\$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	\$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	\$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	\$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	\$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	\$13.50
8180	Bus			to 150		hour	\$20.00
8181	Bus			to 210		hour	\$23.00
8182	Bus			to 300		hour	\$27.00
8190	Chain Saw	Bar Length	16 in			hour	\$1.75
8191	Chain Saw	Bar Length	25 in			hour	\$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	\$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	\$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	\$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$21.50
8220	Compactor			to 10		hour	\$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	\$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	\$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	\$29.00
8225	Compactor, Sanitation			to 300		hour	\$96.00
8226	Compactor, Sanitation			to 400		hour	\$163.00
8227	Compactor, Sanitation			to 535		hour	\$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	\$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	\$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	\$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	\$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	\$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	\$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$25.00
8250	Dozer, Crawler			to 75		hour	\$31.00
8251	Dozer, Crawler			to 105		hour	\$40.00
8252	Dozer, Crawler			to 160		hour	\$65.00
8253	Dozer, Crawler			to 250		hour	\$80.00
8254	Dozer, Crawler			to 360		hour	\$135.00
8255	Dozer, Crawler			to 565		hour	\$250.00
8256	Dozer, Crawler			to 850		hour	\$340.00
8260	Dozer, Wheel			to 300		hour	\$55.00
8261	Dozer, Wheel			to 400		hour	\$110.00
8262	Dozer, Wheel			to 500		hour	\$150.00
8263	Dozer, Wheel			to 625		hour	\$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$400.00
8240	Feeder, Grizzly			to 35		hour	\$17.00
8241	Feeder, Grizzly			to 55		hour	\$30.00
8242	Feeder, Grizzly			to 75		hour	\$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11,75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	\$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	\$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	\$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	\$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	\$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	\$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	\$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	\$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	\$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	\$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	\$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	\$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	\$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	\$500.00
8755	Golf Cart	Capacity	2 person			hour	\$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	\$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	\$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	\$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	\$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	\$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	\$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	\$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	\$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	\$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	\$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	\$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	\$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	\$22.00
8401	Loader, Tractor, Wheel			to 81		hour	\$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	\$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	\$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	\$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	\$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	\$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	\$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	\$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	\$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	\$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	\$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	\$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	\$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	\$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	\$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	\$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	\$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	\$15.25
8075	Motorcycle, Police					mile	\$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	\$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	\$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	\$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$140.00
8436	Pick-up, Asphalt			to 110		hour	\$55.00
8437	Pick-up, Asphalt			to 150		hour	\$83.00
8438	Pick-up, Asphalt			to 200		hour	\$110.00
8439	Pick-up, Asphalt			to 275		hour	\$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	\$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	\$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	\$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	\$18.50
8470	Pump			to 4	Does not include Hoses.	hour	\$2.15
8471	Pump			to 6	Does not include Hoses.	hour	\$3.20
8472	Pump			to 10	Does not include Hoses.	hour	\$4.10
8473	Pump			to 15	Does not include Hoses.	hour	\$7.75
8474	Pump			to 25	Does not include Hoses.	hour	\$9.25
8475	Pump			to 40	Does not include Hoses.	hour	\$16.00
8476	Pump			to 60	Does not include Hoses.	hour	\$18.75
8477	Pump			to 95	Does not include Hoses.	hour	\$26.50
8478	Pump			to 140	Does not include Hoses.	hour	\$31.00
8479	Pump			to 200	Does not include Hoses.	hour	\$36.00
8480	Pump			to 275	Does not include Hoses.	hour	\$80.00
8481	Pump			to 350	Does not include Hoses.	hour	\$95.00
8482	Pump			to 425	Does not include Hoses.	hour	\$120.00
8483	Pump			to 500	Does not include Hoses.	hour	\$135.00
8484	Pump			to 575	Does not include Hoses.	hour	\$155.00
8485	Pump			to 650	Does not include Hoses.	hour	\$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	\$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	\$23.00
8513	Saw, Rock			to 100		hour	\$30.00
8514	Saw, Rock			to 200		hour	\$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	\$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	\$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	\$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	\$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	\$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	\$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	\$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	\$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	\$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	\$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	\$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	\$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	\$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	\$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	\$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	\$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	\$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	\$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	\$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	\$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	\$3.35
8157	Sweeper, Pavement			to 110		hour	\$59.00
8158	Sweeper, Pavement			to 230		hour	\$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	\$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	\$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	\$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	\$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	\$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	\$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	\$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	\$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	\$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	\$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	\$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	\$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	\$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	\$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	\$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	\$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	\$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	\$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	\$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	\$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	\$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	\$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	\$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	\$55.00
8800	Truck, Pickup				Transporting people.	mile	\$0.50
8801	Truck, Pickup		½ ton			hour	\$14.00
8802	Truck, Pickup		1 ton			hour	\$20.00
8803	Truck, Pickup		1¼ ton			hour	\$22.00
8804	Truck, Pickup		1½ ton			hour	\$25.00
8805	Truck, Pickup		1¾ ton			hour	\$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	\$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	\$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	\$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	\$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	\$42.00
8620	Tub Grinder			to 440		hour	\$85.00
8621	Tub Grinder			to 630		hour	\$120.00
8622	Tub Grinder			to 760		hour	\$150.00
8623	Tub Grinder			to 1000		hour	\$270.00
8753	Vehicle, Recreational			to 10		hour	\$3.00
8750	Vehicle, Small			to 30		hour	\$7.00
8761	Vibrator, Concrete			to 4		hour	\$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$22.00

City of

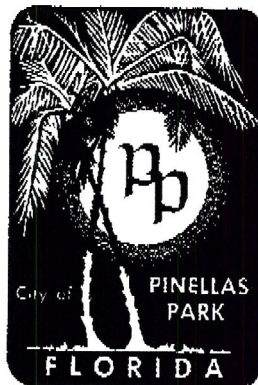
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100

PINELLAS PARK, FL 33780-1100

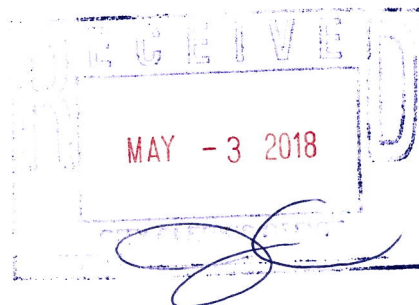
Please Respond To:

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

May 2, 2018



Dr. Debra Rose
Fire Administration Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-112
Statewide Mutual Aid Agreement

Dear Dr. Rose:

I have received and reviewed the Statewide Mutual Aid Agreement that was modified on February 26, 2018 by the Florida Division of Emergency Management. I would approve of the 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, Assistant City Attorney
Chief Schlatterer, Fire Chief

JWD/dh

18-112.05022018.LDR.Statewide Mutual Aid Agreement.wpd



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-459, **Version:** 1

Agenda Date: 5/24/2018

AUTHORIZATION FOR FINAL PAYMENT ON PURCHASE UNDER THE SCHOOL DISTRICT OF OSCEOLA COUNTY CONTRACT #SDOC 16-B-087-LH - Playground equipment for Forbes Recreation Center

NOTE: This action is recommended so final payment can be processed and the purchase completed. The total and final payment amount of purchase is \$60,274.49 to be charged to account 301781-562520.

ACTION: (Approve - Deny) Authorization to make first and final payment for playground equipment for Forbes Recreation Center under Osceola County Contract SDOC-16-B-087-LH to Advanced Recreational Concepts, LLC (ARC) 3125 Skyway Circle, Melbourne, Florida in the amount of \$60,274.49 to be charged to the appropriate account.



Invoice

Date
5/4/2018

Advanced Recreational Concepts, LLC
3125 Skyway Circle, Melbourne, FL 32934
Toll Free 866-957-2355 * Fax 866-957-2356

Invoice 4567

County Pinellas

P.O. No. 20180193-00

Bill To

City of Pinellas Park - Purchasing
PO Box 1100
Pinellas Park, FL 33780

Project

Forbes Recreation Center
6401 94th Ave
Pinellas Park, FL 33782

Description	Amount	Qty	Rate	Amount
PROPOSAL IS FOR SUPPLY AND DELIVERY ONLY WITH INSTALLATION TO BE PROVIDED SEPARATELY				
- Playground Bordered Area to be Approx. 52' x 40" or 2800 sq. ft.				
PLAY STRUCTURE				
REV6E711A Custom Revolution™ Hybrid-5 Play System	3 Territory	1	53,332.28	53,332.28
Discount Based on The School District of Osceola County Contract #SDOC 16-B-087-LH, -3% on Playcraft Systems Products	3 Territory	1	-1,599.97	-1,599.97
Freight Charges - to be Shipped to Site	3 Territory	1	4,696.00	4,696.00
BORDER SYSTEM				
Childforms 12" Funtimber and Spike	3 Territory	45	35.47067	1,596.18

Sales Tax (0.0%)

Total

Payments/Credits

Balance Due

Payment Terms

Net 30

Please Remit To:

ARC, LLC
3125 Skyway Circle
Melbourne, FL 32934



Invoice

Date
5/4/2018

Advanced Recreational Concepts, LLC
3125 Skyway Circle, Melbourne, FL 32934
Toll Free 866-957-2355 * Fax 866-957-2356

Invoice 4567

County Pinellas

P.O. No. 20180193-00

Bill To

City of Pinellas Park - Purchasing
PO Box 1100
Pinellas Park, FL 33780

Project

Forbes Recreation Center
6401 94th Ave
Pinellas Park, FL 33782

Description	Amount	Qty	Rate	Amount
Childforms Adjustable End Kit	3 Territory	2	150.00	300.00
Childforms Full ADA Ramp	3 Territory	2	675.00	1,350.00
Freight Charges	3 Territory	1	600.00	600.00

Sales Tax (0.0%) \$0.00

Total \$60,274.49

Payment Terms

Net 30

Payments/Credits \$0.00

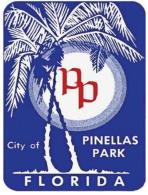
Balance Due \$60,274.49

Please Remit To:

ARC, LLC
3125 Skyway Circle
Melbourne, FL 32934

All product provided and work performed were done so in a substantial workmanlike manner, according to specifications submitted and per standard practices. Any additional changes will involve costs additional to the total above. All agreements were contingent upon accidents or delays beyond our control. Owner to carry liability, fire, flood and other necessary insurance. The customer shall hold Advanced Recreational Concepts, LLC (dba ARC, LLC), harmless against all claims against bodily injury, sickness, disease, death, personal injury, damage to property or loss of use resulting from products provided or technical services performed, including acts of guests or customers, unless such claims are a direct result of Advanced Recreation Concepts, LLC own

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City of Pinellas Park

Staff Report

File #: 18-450, **Version:** 1

Agenda Date: 5/24/2018

REAPPOINTMENT TO SPECIAL MAGISTRATE - Henry Ehrman

NOTE: The term of Henry Ehrman will expire June 30, 2018. Mr. Ehrman was first appointed in June 1991, and he has expressed a desire to continue to serve as Special Magistrate for another three-year term, expiring June 30, 2021.

ACTION: (Approve - Deny) The reappointment of Henry Ehrman to serve as Special Magistrate for a three-year term to expire June 30, 2021.

KEY: PR=PRESIDING AB=ABSENT NM=NO MEETING

**SPECIAL MAGISTRATE
ATTENDANCE RECORD**

2015 / 2016

Special Magistrate's Name Term Expiration	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Ehrman, Henry First Appt: 6.91	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR

2016 / 2017

Special Magistrate's Name Term Expiration	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Ehrman, Henry First Appt: 6.91	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR

2017/ 2018

Special Magistrate's Name Term Expiration	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Ehrman, Henry First Appt: 6.91	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-



City of Pinellas Park

Staff Report

File #: 18-456, **Version:** 1

Agenda Date: 5/24/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPATION AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES - Pinellas County Cooperative Contract No. 167-0024-P(JA) - Tetra Tech, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated September 7, 2017, between the City of Pinellas Park and Tetra Tech, Inc. (2301 Lucien Way, Suite 120, Maitland, FL 32751) for disaster debris monitoring services. This firm will provide monitoring for disaster recovery and debris removal operations should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Tetra Tech, Inc. for disaster debris monitoring services. The participant agreement period will be from September 7, 2017 through October 7, 2023 and the services will be charged to the appropriate account.

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANGEMENT SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 167-0024-P(JA)

This contract entered into this _____ day of _____, 2018, by and between the **City of Pinellas Park**, a political subdivision of the State of Florida, whose address is **5141 78th Ave N, Pinellas Park, FL 33781**, hereinafter called "**CITY/TOWN**", and **Tetra Tech, Inc.**, an Incorporated Company whose address is **2301 Lucien Way, Suite 120, Maitland, FL 32751**, hereinafter called "**CONTRACTOR**".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 167-0024-P(JA) for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

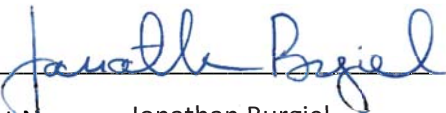
WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR
Tetra Tech, Inc.

By: 
Print Name: Jonathan Burgiel
Title: Business Unit President
Date: April 9, 2018

CITY/TOWN

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

SERVICES AGREEMENT

September, 2017

THIS SERVICES AGREEMENT ("Agreement") is made as of this 7 day of September, 2017 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Tetra Tech, Inc., 2301 Lucien Way, Suite 120, Maitland FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 167-0024-P(JA) ("RFP") for Disaster Debris Monitoring and Management services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits and attachments, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Public Works or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on October 1, 2017, and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension. The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event

will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. Fees. The fee for services to be performed under this Agreement shall not exceed \$281,800.00 and shall be payable at the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

Unit prices are adjustable at twenty-four (24) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed to the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two

(2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation,

including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed

trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Public Works or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Tetra Tech, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan
Public Works Department
22211 US Highway 19 North
Clearwater, FL 33765

For Contractor:

Attn: Jonathan Burgiel/Betty Kamara
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non*

conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

County Administrator

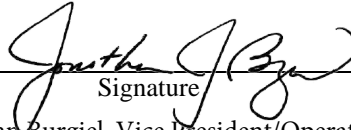


By

Mark S. Woodard

Tetra Tech, Inc.

By:



Signature

Jonathan Burgiel, Vice President/Operations Manager

Print Name

APPROVED AS TO FORM

By:


Office of the County Attorney

**ATTACHMENT A
GRANT FUNDING CONDITIONS
167-0024-P(JA)
Disaster Debris Monitoring and Management**

Contractor shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded **in excess of \$100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **The bidder shall certify compliance as per Attachment B**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

**Federal Emergency Management Agency (FEMA) Requirements
GRANT FUNDING CONDITIONS
167-0200-P(JA)
Disaster Debris Monitoring and Management**

This solicitation could be funded or partially funded by FEMA grant funding. Bidders shall comply with the clauses as enumerated below.

16. Access to Records:

- (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17. Department of Homeland Security Seal, Logo and Flags: The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. Compliance with Federal Law, Regulations, and Executive Orders: This is in acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

20. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

EXHIBIT A

STATEMENT OF WORK

1. OVERVIEW

- a. There is no guarantee of minimum or maximum amounts per contract item.
- b. No adjustments to bid prices will be considered due to the increases or decreases in estimated quantities.
- c. No adjustments to bid prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)

The amount of debris removed during a disaster event and monitored under this contract will be dependent upon the size and severity of the emergency. However, the classifications of debris that could occur are described under Eligible Debris.

Pinellas County will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination. The DMC will be the primary point of contact for the Contractor(s) and will resolve contract administration issue and disputes.

2. PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by Pinellas County for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

- a. Pinellas County will issue a Notice to Proceed (NTP) to the Contractor
The NTP establishes the lines of communication between the Contractor's representatives and Pinellas County and notifies Contractor if they should send a Project Manager (PM) to Pinellas County within twelve (12) to twenty-four (24) hours, as specified in the NTP to begin planning and mobilization. The PM must be an employee of the Contractor.
- b. Pinellas County will then issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work. The Task Order directs the Contractor to execute the required Performance and Payment Bonds.
- c. The Contractor should anticipate receiving the Task Order from Pinellas County within the first twenty-four (24) hours following landfall of an eligible hurricane or occurrence of other disaster. Contractor shall be prepared to provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris-loading sites and four (4) debris management sites along with associated roving debris monitors, field supervisors and clerical staff. The exact number of personnel to be used to begin monitoring operations will be negotiated between the Project Manager and the Debris Manager and will be indicated on the Task Order. Contractor will be required to increase or decrease its staffing as requested by the DM depending upon the severity of the debris-generating event. At the discretion of the DM, Contractor may be required to replace any assigned debris monitor.

3. CONTRACTOR'S RESPONSIBILITIES

- a. General Operations
 - (1) Contractor is to provide continuous service for a not-to-exceed fee (to be negotiated based on the event) and for the period specified in the NTP task order. A mutual not-to-exceed fee will be negotiated for each operation based on the all-inclusive hourly rates proposed in Section C, Fee Schedule herein. Proper must provide at least seven (7) calendar day notice to the County as costs approach this limit. If these services be required for a longer period, Contractor shall be prepared and submit a proposal for additional costs consistent with the rates in the Bid Submittal. A revised cost will be negotiated and a new Task Order will be issued. Contractor is responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined by the Task Order.

Work Schedule/Hours

- Work is to be performed seven (7) days per week, including holidays as approved by the DM.
- Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day, if approved by the DM.

- Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
 - The DM will establish the work hours and develop schedules.
 - Contractor must comply with 40 U.S.C. §3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.
 - Contractor must comply with 29 C.F.R. §5.5(b) regarding Contract Work Hours and Safety Standards Act.
- (2) Contractor will mobilize a staff of sufficient size to adequately monitor and document debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion. Contractor is responsible for providing sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.
 - (3) Contractor's personnel shall be equipped with state-of-the art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.
 - (4) Contractor is to supervise and direct the work, using qualified labor and proper equipment for all tasks. Contractor will pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. Contractor must attend all meetings required by the DM to evaluate the performance of all monitors or to discuss any open contract issues.
 - Contractor will provide all debris monitors with the means to communicate (cell phone, radio, etc.) with their supervisor or the DMC as may be necessary. Contractor's supervisory staff is responsible for resolving issues with truck drivers and other Contractor personnel.
 - Contractor is to provide temporary office space and temporary sanitary facilities for their personnel, as necessary.
 - Contractor must provide all debris monitors with appropriate personal protective equipment in accordance with OSHA requirements, to include but not be limited to: eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all federal, state and local requirements. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
 - Contractor must provide RDMs with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
 - (5) Contractor is responsible, at no additional cost to the County, for correcting any notices of violations issued as a result of their, or any subcontractor's, actions or operations during the performance of this contract. Corrections for any such violations shall be no additional cost to the County.
 - (6) Contractor is responsible, at no additional cost to the County, for paying any and all costs associated with violations of law or regulation relative to Contractor's activities.
 - (7) Contractor shall provide disaster debris monitoring services in a good, workmanlike manner in accordance with accepted debris management industry practices.
 - (8) Contractor shall comply with all federal, state, and local safety and health requirements.
 - (9) Contractor shall guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
 - (10) Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.

b. Safety

- (1) Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- (2) Contractor will immediately remove from service all unsafe, malfunctioning equipment
- (3) The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.
- (4) All Contractor personnel must wear required safety equipment whenever on a DMS, including but not limited to the following: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection and respiratory equipment as required.
- (5) Contractor will maintain a telephonic contact list at DMS including Contractor's supervisor, DM, DMC and nearest fire, police, and emergency medical facilities.

c. Conduct of Operations

Contractor is to provide:

(1) Personnel

- Contractor must ensure that all personnel engaged in performing the services be fully qualified and if required, authorized or permitted under Federal, State, Local and all applicable laws through submission of certification to the County that the U.S. Department of Homeland Security's E-verify was used to confirm employment, if requested.
- Contractor is to be knowledgeable of the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.
- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor, if non-English speaking personnel are employed to monitor the removal of disaster-related debris and monitor the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
 - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
 - The PM will coordinate all communications with the County's representatives.
 - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

(2) Labor

- All employees of the Contractor will be, at all times, sole employees of the Contractor or sub-contractor under its direction and not an employee or agent of Pinellas County.
- Pinellas County reserves the right to approve all sub-contractors.
- Pinellas County reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor will provide Pinellas County with a list of all sub-contractors working under this contract, including phone numbers of contract personnel.
- Prior to Pinellas County assigning work, the Contractor must provide Pinellas County with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

4. **CONTRACT SERVICES** have been organized into four (4) separate tasks:

TASK 1 – LOADING SITE MONITORING SERVICES

TASK 2 - DEBRIS MANAGEMENT SITE MONITORING SERVICES

TASK 3 – ROVING DEBRIS MONITORING SERVICES

TASK 4 – DEBRIS MANAGEMENT CONSULTING SERVICES

a. Loading Site Monitoring (LSM) Services

- (1) The primary function of the Loading Site Monitors is to issue debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County designated by the DMC in coordination with the Debris Removal Contractor.

- (2) The LSMs must be knowledgeable of FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)

- (3) Contractor shall, within twenty-four (24) hours of receiving the NTP, be prepared to provide qualified onsite personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout Pinellas County. Additional sites may be added or removed as debris removal efforts dictate. Each loading site will operate, at a minimum, twelve (12) hours per day, seven (7) days per week. Exact number and location of loading sites will be determined by DM in coordination with the Debris Removal Contractor.

- (4) Contractor may have LSMs stationed at designated "control points" chosen by the DM the day before beginning the work. The control points must be kept to a minimum and be located at a safe site along the primary haul road to the designated DMS. The Contractor must be prepared to provide a minimum of two LSMs to be stationed at each control point. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and, at a minimum, must contain either a street address, the nearest intersection, or GPS coordinates to be valid. The volume of debris hauled will be estimated at the DMS by the DMSM.
 - (5) Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, GPS, computers, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of Eligible Debris from public roadways, public rights-of-way, and public property within Pinellas County.
 - (6) Contractor must provide a minimum of two LSMs per site per day at a minimum of a twelve (12) hour shifts. Contractor must provide personnel with transportation to and from the loading site(s) and all logistical support.
 - (7) All LSMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
 - (8) All Load Site Monitors must have similar monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - (9) LSMs must be capable of working in an outside environment in adverse conditions, and be able to climb a staircase ladder of ten (10) feet high.
 - (10) Ensuring freon-containing appliances are sorted and ready for freon removal.
 - (11) Performing pre-work inspection to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
 - (12) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc. should it occur, with photographs.
 - (13) Ensuring loads are contained properly before leaving the loading area.
 - (14) Ensuring only **Eligible Debris** is collected for loading and hauling.
- b. Debris Management Site Monitoring Services
- (1) The primary function of the Debris Management Site Monitors (DMSMs) is to ensure:
 - all haul trucks and trailers are properly measured and certified prior to being used to haul **Eligible Debris**
 - complete the load ticket and estimate volumes that have been transported to the debris management site for processing
 - oversight of storage, and disposal
 - ensure only **Eligible Debris** is accepted at the Debris Management Site (DMS)
 - ensure all trucks and trailers leaving the DMS are completely empty.
 - (2) The DMSMs must be knowledgeable with FEMA eligibility requirements associated with debris removal from public roads, public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)
 - (3) Contractor must provide DMSMs with transportation to and from the debris management sites, mobile communications equipment necessary to remain in contact with their supervisor and Debris

Management Center at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

- (4) DMSMs must speak English, be capable of working in an outside environment in adverse conditions, and be able to climb a staircase ladder of ten (10) feet high.
- (5) DMSMs must be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States. DMSMs must have previous monitoring or inspections experience in at least one of the following job categories:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

c. Roving Debris Monitoring Services

- (1) The primary function of the Roving Debris Monitors (RDMs) is to verify that only **Eligible Debris** is being removed from designated public roads, public rights-of-way and public property within assigned debris pickup zones. The RDMs are to provide oversight of all debris removal and disposal operations provided by the Debris Removal Contractor.
- (2) The Contractor's RDMs are representatives of the County's Debris Manager in the field; therefore, RDM observations and reports must be backed up with digital photographs, GPS documentation, log documentation, and video as necessary.
- (3) RDMs expected to make multiple visits to all loading sites and debris management sites on a random daily basis.
- (4) Contractor shall provide at least one RDM for each debris pickup zone to monitor and verify **Eligible Debris** removal from designated public roads within the debris pickup zone. The RDMs must be prepared to operate minimum of twelve (12) hours per day, seven (7) days per week.
- (5) All RDMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- (6) All RDMs must have monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

The RDMs must be familiar with FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)

d. Debris Management Consulting Services

- (1) Contractor will provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center (DMC). The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal; an emphasis and coordination of post debris causing event recovery and FEMA reimbursement guidelines is required.
- (2) The Consultant shall report to the DM. The Consultant shall perform work as assigned, which may include but not be limited to:
 - review of plans and procedures
 - drafting task orders
 - work plans and reports
 - audit of Debris Removal Contractor efforts and operations
 - development of information for public dissemination on debris removal

- reduction and disposal
 - other duties of similar nature
- (3) The DM will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available onsite at the DMC for a minimum of two (2) weeks following mobilization. The DM will establish the service requirements and length of time those services are needed based on needs of the County.

5. **DATA MANAGEMENT AND DOCUMENTATION**

The Contractor must ensure that all necessary documentation is provided as follows:

- a. Ensure all **Eligible Debris** removal operations activities are documented and tracked specific to the FEMA Public Assistance and/or the FHWA Emergency Relief Program and as required by the County.
- b. Documentation of the number of crews and types of equipment utilized, actual hours of operations and locations of work performed during the time and material phase of operations.
- c. GIS mapping data updates and digitized reports. GIS layers will be provided by the Public Works Department prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data shall be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.
- d. Data exports shall be a minimum SQL server version 2008 or Oracle version 11g.
- e. Scanned documents shall be legible and at a minimum be of 30 dip and in jpg, TIFF or PDF format.
- f. Completion of truck certifications, equipment certifications and establishment of QA/QC program throughout the life of the project.
- g. Load tickets documenting the Eligible Debris removal, reductions and/or disposal activities.
- h. If requested by the County, the Contractor shall be prepared to document eligible hazardous stump removal, hangers, leaners, or tree removal which includes, photos GPS coordinates, street or milepost identifier, and/or other information as available and applicable.
- i. Environmental authorizations and/or permits as applicable.
- j. Daily electronic spreadsheet summaries of the cubic yards/tons collected by the collection crews.
- k. Ensure all submitted invoices have the appropriate and required documentation attached to them.
- l. Review and validate debris removal contractor(s) invoices prior to submission to the County for payment. Provide digitized documentation along with source documentation (i.e. load tickets, tipping fees, supplies) with each invoice and supply to the County.

Load Tickets

- (1) The following Load Ticket is meant to be an example only for the purpose of this RFP. The actual Load Tickets used may vary slightly but will have representative information. Each load of **Eligible Debris** shall be tracked using a multi-page load ticket similar to the one shown below. If an automated debris management system is utilized, it must be a secure platform designed to prevent fraudulent activity and must contain all necessary information to ensure both FEMA and FHWA reimbursement requirements are met.

PINELLAS COUNTY FLORIDA		
DISASTER DEBRIS LOAD TICKET		
		No. 123456
Contractor:		
Subcontractor:		
Truck #	Max. Load Capacity	CY
Loading Site: (Street or Intersection, City, County)		
Unincorporated <input type="checkbox"/> Yes <input type="checkbox"/> No		
Municipality:		
Federal Aid Road <input type="checkbox"/> Yes <input type="checkbox"/> No		
Load Classification: (Check One)		
<input type="checkbox"/> Vegetative/Woody <input type="checkbox"/> C & D		
<input type="checkbox"/> Mixed <input type="checkbox"/> Hazardous/Toxic		
<input type="checkbox"/> White Goods <input type="checkbox"/> HHW		
<input type="checkbox"/> Animal Carcasses <input type="checkbox"/> Other (Explain)		

Drivers Name (print)	ID #
Loading Site Departure Time:	Odometer:
Loading Site Monitor:(signature)	ID #
Disposal Site Location:	
Disposal Site Arrival Time:	Odometer:
Maximum Load Capacity X % Loaded = Vol. Hauled CY	
(CY) X % = (CY) Total	
Disposal Site Monitor: (signature)	ID #
Contract Disposal Site Monitor (signature)	ID #
Notes:	
White – Agency, Canary & Blue – Contractor, Pink – Subcontractor, Green – Driver, Gold – Loading Site	

- (2) The LSM is responsible for completing the sections highlighted in green on the load ticket as shown. The LSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The LSM will maintain a log that contains the information required in Section 6.b of this Scope of Work.
- (3) The DMSM is responsible for completing the sections highlighted in yellow on the load ticket as shown. The DMSM will verify that all required information was completed by the LSM. After verifying that information is complete, the tower inspection from the inspection tower will estimate the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on a placard on the side of the truck or trailer. That number should be validated with the volume stated on the Load Ticket.
- (4) The DMSM will indicate the location of the debris management site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the DMSM will print his/her name and sign in the designated block. The DMSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The DMSM copy will be turned into a supervisor at the end of each day. The DMSM will maintain a log that contains the information required in Section 6.d of this Scope of Work.

These are controlled forms and must not be duplicated.

The original load ticket must be presented for payment.

6. Reporting

- a. The DSMS will ensure that the load tickets and log are submitted to the DMC not later than 9 a.m. of the following day with a report detailing progress, in a format designated by the County.
- b. The LSMs will maintain a log that contains the following information:
 - Debris "Control Point" or loading site location(s)
 - Loading Site Monitors' Name
 - LSM Supervisor's Name
 - Number of Load Tickets issued during the shift
 - Starting load ticket number
 - Ending load ticket number
 - Any problems encountered or anticipated
- c. The LSMs will turn in their copy of the load ticket to their Supervisors at the end of each shift. Supervisor will ensure that the load tickets and log are submitted to the DMC no later than 9 a.m. the following day.
- d. The Debris Management Site Monitors will maintain a log that contains the following information:
 - Debris management site location(s)
 - Debris Management Site Monitors' Name
 - DMSM's Supervisor's Name

- Truck/trailer number and volume of debris hauled into the site
 - Cumulative total of debris delivered at the site during the shift
 - Any problems encountered or anticipated
- e. The RDMs will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the DMC. This report is to be submitted to immediate supervisor on a daily basis.
- f. The RDMs will report any serious or safety-related discrepancies observed to their supervisor. Supervisor will keep DM informed of situations that impact the execution of the debris removal contract.
- g. The supervisor will collect all written reports and provide them to the DMC by 9 a.m. the following day.

i. Payment:

- Payment for work completed will be based on verified hours of work from daily logs.
- All invoices must be accompanied with a daily log recording the following information for each laborer:
 - Location of work performed
 - Description of work performed
 - Name of employee/laborer
 - Job title
 - Hours worked
 - Hourly rate
 - Total Hours
 - Total Cost
- Billing rates for all labor used under this contract will be paid at the rate indicated in the Fee Schedule.
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment costs, overhead and profits; per diem and fuel is to be included in hourly labor rates.

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

EXHIBIT B

INSURANCE REQUIREMENTS

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

EXHIBIT B

INSURANCE REQUIREMENTS

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (1) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (2) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

EXHIBIT B

INSURANCE REQUIREMENTS

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract. No exclusion allowed for pollution liability.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

FEE SCHEDULE: Prices MUST be all-inclusive as defined in the scope of work.

LABOR RATES: All labor rates are to be fully burdened to be all-inclusive of all taxes, benefits, fringe benefits, overhead and profits, insurance, hand tools, supervision, fuel, and any other incidental costs (excluding lodging, meals, and transportation) in hourly labor rates.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Project Manager	220 Hours	\$ 72.00
2.	Debris Monitor Supervisor	660 Hours	\$ 45.00
3.	Loading Site Monitor	4400 Hours	\$ 33.00
4.	Debris Management Site Monitor	220 Hours	\$ 33.00
5.	Roving Debris Monitor	1100 Hours	\$ 39.00
6.	Debris Management Consultant	100 Hours	\$ 79.00
7.	Tower Monitor *	220 Hours	\$ 33.00
8.	Clerical / Administrative Support	660 Hours	\$ 39.00
TOTAL (Items 1 – 8):			\$ 373.00

The above hours are not intended to represent the actual contract amount, but are an estimated amount for a 5-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resulting contract.

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

*Please note that the Tower Monitor position is redundant to the Debris Management Site Monitor position as their job descriptions are the same.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

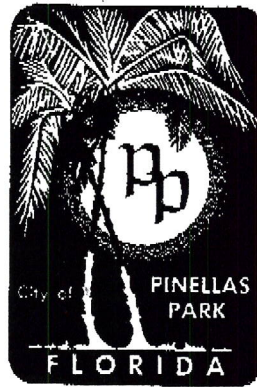
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

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

May 2, 2018

Mr. Kyle B. Arrison
Stormwater Supervisor
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

**RE: City Documents #18-106 and #18-118
Debris Monitoring - Services Agreement**

Dear Mr. Arrison:

I have received and reviewed the Participant Agreement for Disaster Debris Monitoring and Management Services that are part of the Pinellas County Cooperative Contract RFP #167-0024-P(JA), and the corresponding Pinellas County Contract. On the Participant Agreement, the title "EXHIBIT A" appears at the top of the document. I would recommend removing the reference to Exhibit A, since this will be a standalone agreement and so that it avoids any confusion with the Exhibits that are attached to the County Agreement and incorporated into our Agreement with TetraTech, Inc.

I would otherwise approve of the Participant 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
Bart Diebold, Public Works Administrator
Dan Hubbard, Transportation & Stormwater Director

JWD/dh

18-106 and 18-118.05022018.LKA.Debris Monitoring and Part Agmt.wpd



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-457, **Version:** 1

Agenda Date: 5/24/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES - Pinellas County Cooperative Contract No. 167-0024-P(JA) - Rostan Solutions, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated September 7, 2017, between the City of Pinellas Park and Rostan Solutions, Inc., (3433 Lithia Pinecrest Road, Suite 287, Valrico, FL) for disaster debris monitoring services. This firm will provide monitoring for disaster recovery and debris removal operations should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Rostan Solutions, Inc. for disaster debris monitoring services. The participant agreement period will be from September 7, 2017 through October 31, 2023 and the services will be charged to the appropriate account.

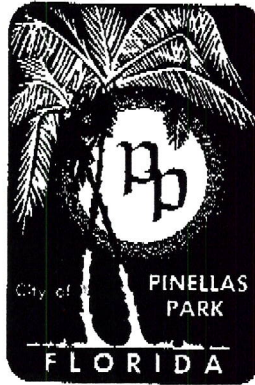
City of

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

May 2, 2018

Mr. Kyle B. Arrison
Stormwater Supervisor
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Documents #18-106 and #18-118
Debris Monitoring - Services Agreement

Dear Mr. Arrison:

I have received and reviewed the Participant Agreement for Disaster Debris Monitoring and Management Services that are part of the Pinellas County Cooperative Contract RFP #167-0024-P(JA), and the corresponding Pinellas County Contract. On the Participant Agreement, the title "EXHIBIT A" appears at the top of the document. I would recommend removing the reference to Exhibit A, since this will be a standalone agreement and so that it avoids any confusion with the Exhibits that are attached to the County Agreement and incorporated into our Agreement with TetraTech, Inc.

I would otherwise approve of the Participant 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
Bart Diebold, Public Works Administrator
Dan Hubbard, Transportation & Stormwater Director

JWD/dh

18-106 and 18-118.05022018.LKA.Debris Monitoring and Part Agmt.wpd



PRINTED ON RECYCLED PAPER

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANGEMENT SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 167-0024-P(JA)

This contract entered into this _____ day of _____, 2018, by and between the **City of Pinellas Park**, a political subdivision of the State of Florida, whose address is **5141 78th Ave N, Pinellas Park, FL 33781**, hereinafter called "**CITY/TOWN**", and **Rostan Solution, LLC**, an Incorporated Company whose address is **3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596**, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. **167-0024-P(JA)** for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: 

Print Name: Sam Rosania

Title: Executive Vice President

Date: April 9, 2018

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

SERVICES AGREEMENT

September, 2017

THIS SERVICES AGREEMENT ("Agreement") is made as of this 7 day of September, 2017 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Rostan Solutions, LLC, 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 167-0024-P(JA) ("RFP") for Disaster Debris Monitoring and Management services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits and attachments, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Public Works or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on October 1, 2017, and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension. The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event

will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. Fees. The County agrees to pay the Contractor the not-to-exceed sum of \$248,540.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable at the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

Unit prices are adjustable at twenty-four (24) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed to the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential

Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information

except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed

trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Public Works or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Rostan Solutions, LLC. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan
Public Works Department
22211 US Highway 19 North
Clearwater, FL 33765

For Contractor:

Attn: Sam Rosania, Principal
Rostan Solutions, LLC
3433 Lithia Pinecrest Road, Suite 287
Valrico, FL 33596

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non*

conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

County Administrator



By _____

Mark S. Woodard

Rostan Solutions, LLC

By: _____



Signature

Darius J. Stankunas

Print Name

APPROVED AS TO FORM

By: _____


Office of the County Attorney

ATTACHMENT A
GRANT FUNDING CONDITIONS
167-0024-P(JA)
Disaster Debris Monitoring and Management

Contractor shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
 Florida Department of Transportation
 Minority Business Development Center in most large cities and
 Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded **in excess of \$100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **The bidder shall certify compliance as per Attachment B**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

**Federal Emergency Management Agency (FEMA) Requirements
GRANT FUNDING CONDITIONS
167-0200-P(JA)
Disaster Debris Monitoring and Management**

This solicitation could be funded or partially funded by FEMA grant funding. Bidders shall comply with the clauses as enumerated below.

16. Access to Records:

(1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17. Department of Homeland Security Seal, Logo and Flags: The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. Compliance with Federal Law, Regulations, and Executive Orders: This is in acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

20. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

EXHIBIT A

STATEMENT OF WORK

1. OVERVIEW

- a. There is no guarantee of minimum or maximum amounts per contract item.
- b. No adjustments to bid prices will be considered due to the increases or decreases in estimated quantities.
- c. No adjustments to bid prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)

The amount of debris removed during a disaster event and monitored under this contract will be dependent upon the size and severity of the emergency. However, the classifications of debris that could occur are described under Eligible Debris.

Pinellas County will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination. The DMC will be the primary point of contact for the Contractor(s) and will resolve contract administration issue and disputes.

2. PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by Pinellas County for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

- a. Pinellas County will issue a Notice to Proceed (NTP) to the Contractor
The NTP establishes the lines of communication between the Contractor's representatives and Pinellas County and notifies Contractor if they should send a Project Manager (PM) to Pinellas County within twelve (12) to twenty-four (24) hours, as specified in the NTP to begin planning and mobilization. The PM must be an employee of the Contractor.
- b. Pinellas County will then issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work. The Task Order directs the Contractor to execute the required Performance and Payment Bonds.
- c. The Contractor should anticipate receiving the Task Order from Pinellas County within the first twenty-four (24) hours following landfall of an eligible hurricane or occurrence of other disaster. Contractor shall be prepared to provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris-loading sites and four (4) debris management sites along with associated roving debris monitors, field supervisors and clerical staff. The exact number of personnel to be used to begin monitoring operations will be negotiated between the Project Manager and the Debris Manager and will be indicated on the Task Order. Contractor will be required to increase or decrease its staffing as requested by the DM depending upon the severity of the debris-generating event. At the discretion of the DM, Contractor may be required to replace any assigned debris monitor.

3. CONTRACTOR'S RESPONSIBILITIES

- a. General Operations
 - (1) Contractor is to provide continuous service for a not-to-exceed fee (to be negotiated based on the event) and for the period specified in the NTP task order. A mutual not-to-exceed fee will be negotiated for each operation based on the all-inclusive hourly rates proposed in Section C, Fee Schedule herein. Proper must provide at least seven (7) calendar day notice to the County as costs approach this limit. If these services be required for a longer period, Contractor shall be prepared and submit a proposal for additional costs consistent with the rates in the Bid Submittal. A revised cost will be negotiated and a new Task Order will be issued. Contractor is responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined by the Task Order.

Work Schedule/Hours

- Work is to be performed seven (7) days per week, including holidays as approved by the DM.
- Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day, if approved by the DM.

- Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
 - The DM will establish the work hours and develop schedules.
 - Contractor must comply with 40 U.S.C. §3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.
 - Contractor must comply with 29 C.F.R. §5.5(b) regarding Contract Work Hours and Safety Standards Act.
- (2) Contractor will mobilize a staff of sufficient size to adequately monitor and document debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion. Contractor is responsible for providing sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.
 - (3) Contractor's personnel shall be equipped with state-of-the art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.
 - (4) Contractor is to supervise and direct the work, using qualified labor and proper equipment for all tasks. Contractor will pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. Contractor must attend all meetings required by the DM to evaluate the performance of all monitors or to discuss any open contract issues.
 - Contractor will provide all debris monitors with the means to communicate (cell phone, radio, etc.) with their supervisor or the DMC as may be necessary. Contractor's supervisory staff is responsible for resolving issues with truck drivers and other Contractor personnel.
 - Contractor is to provide temporary office space and temporary sanitary facilities for their personnel, as necessary.
 - Contractor must provide all debris monitors with appropriate personal protective equipment in accordance with OSHA requirements, to include but not be limited to: eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all federal, state and local requirements. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
 - Contractor must provide RDMs with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
 - (5) Contractor is responsible, at no additional cost to the County, for correcting any notices of violations issued as a result of their, or any subcontractor's, actions or operations during the performance of this contract. Corrections for any such violations shall be no additional cost to the County.
 - (6) Contractor is responsible, at no additional cost to the County, for paying any and all costs associated with violations of law or regulation relative to Contractor's activities.
 - (7) Contractor shall provide disaster debris monitoring services in a good, workmanlike manner in accordance with accepted debris management industry practices.
 - (8) Contractor shall comply with all federal, state, and local safety and health requirements.
 - (9) Contractor shall guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
 - (10) Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.

b. Safety

- (1) Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- (2) Contractor will immediately remove from service all unsafe, malfunctioning equipment
- (3) The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.
- (4) All Contractor personnel must wear required safety equipment whenever on a DMS, including but not limited to the following: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection and respiratory equipment as required.
- (5) Contractor will maintain a telephonic contact list at DMS including Contractor's supervisor, DM, DMC and nearest fire, police, and emergency medical facilities.

c. Conduct of Operations

Contractor is to provide:

(1) Personnel

- Contractor must ensure that all personnel engaged in performing the services be fully qualified and if required, authorized or permitted under Federal, State, Local and all applicable laws through submission of certification to the County that the U.S. Department of Homeland Security's E-verify was used to confirm employment, if requested.
- Contractor is to be knowledgeable of the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.
- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor, if non-English speaking personnel are employed to monitor the removal of disaster-related debris and monitor the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
 - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
 - The PM will coordinate all communications with the County's representatives.
 - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

(2) Labor

- All employees of the Contractor will be, at all times, sole employees of the Contractor or sub-contractor under its direction and not an employee or agent of Pinellas County.
- Pinellas County reserves the right to approve all sub-contractors.
- Pinellas County reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor will provide Pinellas County with a list of all sub-contractors working under this contract, including phone numbers of contract personnel.
- Prior to Pinellas County assigning work, the Contractor must provide Pinellas County with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

4. **CONTRACT SERVICES** have been organized into four (4) separate tasks:

TASK 1 – LOADING SITE MONITORING SERVICES

TASK 2 - DEBRIS MANAGEMENT SITE MONITORING SERVICES

TASK 3 – ROVING DEBRIS MONITORING SERVICES

TASK 4 – DEBRIS MANAGEMENT CONSULTING SERVICES

a. Loading Site Monitoring (LSM) Services

- (1) The primary function of the Loading Site Monitors is to issue debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County designated by the DMC in coordination with the Debris Removal Contractor.

- (2) The LSMs must be knowledgeable of FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)

- (3) Contractor shall, within twenty-four (24) hours of receiving the NTP, be prepared to provide qualified onsite personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout Pinellas County. Additional sites may be added or removed as debris removal efforts dictate. Each loading site will operate, at a minimum, twelve (12) hours per day, seven (7) days per week. Exact number and location of loading sites will be determined by DM in coordination with the Debris Removal Contractor.

- (4) Contractor may have LSMs stationed at designated "control points" chosen by the DM the day before beginning the work. The control points must be kept to a minimum and be located at a safe site along the primary haul road to the designated DMS. The Contractor must be prepared to provide a minimum of two LSMs to be stationed at each control point. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and, at a minimum, must contain either a street address, the nearest intersection, or GPS coordinates to be valid. The volume of debris hauled will be estimated at the DMS by the DMSM.
 - (5) Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, GPS, computers, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of Eligible Debris from public roadways, public rights-of-way, and public property within Pinellas County.
 - (6) Contractor must provide a minimum of two LSMs per site per day at a minimum of a twelve (12) hour shifts. Contractor must provide personnel with transportation to and from the loading site(s) and all logistical support.
 - (7) All LSMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
 - (8) All Load Site Monitors must have similar monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - (9) LSMs must be capable of working in an outside environment in adverse conditions, and be able to climb a staircase ladder of ten (10) feet high.
 - (10) Ensuring freon-containing appliances are sorted and ready for freon removal.
 - (11) Performing pre-work inspection to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
 - (12) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc. should it occur, with photographs.
 - (13) Ensuring loads are contained properly before leaving the loading area.
 - (14) Ensuring only **Eligible Debris** is collected for loading and hauling.
- b. Debris Management Site Monitoring Services
- (1) The primary function of the Debris Management Site Monitors (DMSMs) is to ensure:
 - all haul trucks and trailers are properly measured and certified prior to being used to haul **Eligible Debris**
 - complete the load ticket and estimate volumes that have been transported to the debris management site for processing
 - oversight of storage, and disposal
 - ensure only **Eligible Debris** is accepted at the Debris Management Site (DMS)
 - ensure all trucks and trailers leaving the DMS are completely empty.
 - (2) The DMSMs must be knowledgeable with FEMA eligibility requirements associated with debris removal from public roads, public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)
 - (3) Contractor must provide DMSMs with transportation to and from the debris management sites, mobile communications equipment necessary to remain in contact with their supervisor and Debris

Management Center at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

- (4) DMSMs must speak English, be capable of working in an outside environment in adverse conditions, and be able to climb a staircase ladder of ten (10) feet high.
- (5) DMSMs must be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States. DMSMs must have previous monitoring or inspections experience in at least one of the following job categories:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

c. Roving Debris Monitoring Services

- (1) The primary function of the Roving Debris Monitors (RDMs) is to verify that only **Eligible Debris** is being removed from designated public roads, public rights-of-way and public property within assigned debris pickup zones. The RDMs are to provide oversight of all debris removal and disposal operations provided by the Debris Removal Contractor.
- (2) The Contractor's RDMs are representatives of the County's Debris Manager in the field; therefore, RDM observations and reports must be backed up with digital photographs, GPS documentation, log documentation, and video as necessary.
- (3) RDMs expected to make multiple visits to all loading sites and debris management sites on a random daily basis.
- (4) Contractor shall provide at least one RDM for each debris pickup zone to monitor and verify **Eligible Debris** removal from designated public roads within the debris pickup zone. The RDMs must be prepared to operate minimum of twelve (12) hours per day, seven (7) days per week.
- (5) All RDMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- (6) All RDMs must have monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

The RDMs must be familiar with FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)

d. Debris Management Consulting Services

- (1) Contractor will provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center (DMC). The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal; an emphasis and coordination of post debris causing event recovery and FEMA reimbursement guidelines is required.
- (2) The Consultant shall report to the DM. The Consultant shall perform work as assigned, which may include but not be limited to:
 - review of plans and procedures
 - drafting task orders
 - work plans and reports
 - audit of Debris Removal Contractor efforts and operations
 - development of information for public dissemination on debris removal

- reduction and disposal
 - other duties of similar nature
- (3) The DM will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available onsite at the DMC for a minimum of two (2) weeks following mobilization. The DM will establish the service requirements and length of time those services are needed based on needs of the County.

5. DATA MANAGEMENT AND DOCUMENTATION

The Contractor must ensure that all necessary documentation is provided as follows:

- a. Ensure all **Eligible Debris** removal operations activities are documented and tracked specific to the FEMA Public Assistance and/or the FHWA Emergency Relief Program and as required by the County.
- b. Documentation of the number of crews and types of equipment utilized, actual hours of operations and locations of work performed during the time and material phase of operations.
- c. GIS mapping data updates and digitized reports. GIS layers will be provided by the Public Works Department prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data shall be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.
- d. Data exports shall be a minimum SQL server version 2008 or Oracle version 11g.
- e. Scanned documents shall be legible and at a minimum be of 30 dpi and in jpg, TIFF or PDF format.
- f. Completion of truck certifications, equipment certifications and establishment of QA/QC program throughout the life of the project.
- g. Load tickets documenting the Eligible Debris removal, reductions and/or disposal activities.
- h. If requested by the County, the Contractor shall be prepared to document eligible hazardous stump removal, hangers, leaners, or tree removal which includes, photos GPS coordinates, street or milepost identifier, and/or other information as available and applicable.
- i. Environmental authorizations and/or permits as applicable.
- j. Daily electronic spreadsheet summaries of the cubic yards/tons collected by the collection crews.
- k. Ensure all submitted invoices have the appropriate and required documentation attached to them.
- l. Review and validate debris removal contractor(s) invoices prior to submission to the County for payment. Provide digitized documentation along with source documentation (i.e. load tickets, tipping fees, supplies) with each invoice and supply to the County.

Load Tickets

- (1) The following Load Ticket is meant to be an example only for the purpose of this RFP. The actual Load Tickets used may vary slightly but will have representative information. Each load of **Eligible Debris** shall be tracked using a multi-page load ticket similar to the one shown below. If an automated debris management system is utilized, it must be a secure platform designed to prevent fraudulent activity and must contain all necessary information to ensure both FEMA and FHWA reimbursement requirements are met.

PINELLAS COUNTY FLORIDA		
DISASTER DEBRIS LOAD TICKET		
		No. 123456
Contractor:		
Subcontractor:		
Truck #	Max. Load Capacity	CY
Loading Site: (Street or Intersection, City, County)		
Unincorporated <input type="checkbox"/> Yes <input type="checkbox"/> No		
Municipality:		
Federal Aid Road <input type="checkbox"/> Yes <input type="checkbox"/> No		
Load Classification: (Check One)		
<input type="checkbox"/> Vegetative/Woody <input type="checkbox"/> C & D		
<input type="checkbox"/> Mixed <input type="checkbox"/> Hazardous/Toxic		
<input type="checkbox"/> White Goods <input type="checkbox"/> HHW		
<input type="checkbox"/> Animal Carcasses <input type="checkbox"/> Other (Explain)		

Drivers Name (print)	ID #
Loading Site Departure Time:	Odometer:
Loading Site Monitor:(signature)	ID #
Disposal Site Location:	
Disposal Site Arrival Time:	Odometer:
Maximum Load Capacity X % Loaded = Vol. Hauled CY	
(CY) X % = (CY) Total	
Disposal Site Monitor: (signature)	ID #
Contract Disposal Site Monitor (signature)	ID #
Notes:	
White – Agency, Canary & Blue – Contractor, Pink – Subcontractor, Green – Driver, Gold – Loading Site	

- (2) The LSM is responsible for completing the sections highlighted in green on the load ticket as shown. The LSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The LSM will maintain a log that contains the information required in Section 6.b of this Scope of Work.
- (3) The DMSM is responsible for completing the sections highlighted in yellow on the load ticket as shown. The DMSM will verify that all required information was completed by the LSM. After verifying that information is complete, the tower inspection from the inspection tower will estimate the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on a placard on the side of the truck or trailer. That number should be validated with the volume stated on the Load Ticket.
- (4) The DMSM will indicate the location of the debris management site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the DMSM will print his/her name and sign in the designated block. The DMSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The DMSM copy will be turned into a supervisor at the end of each day. The DMSM will maintain a log that contains the information required in Section 6.d of this Scope of Work.

These are controlled forms and must not be duplicated.

The original load ticket must be presented for payment.

6. Reporting

- a. The DSMS will ensure that the load tickets and log are submitted to the DMC not later than 9 a.m. of the following day with a report detailing progress, in a format designated by the County.
- b. The LSMs will maintain a log that contains the following information:
 - Debris "Control Point" or loading site location(s)
 - Loading Site Monitors' Name
 - LSM Supervisor's Name
 - Number of Load Tickets issued during the shift
 - Starting load ticket number
 - Ending load ticket number
 - Any problems encountered or anticipated
- c. The LSMs will turn in their copy of the load ticket to their Supervisors at the end of each shift. Supervisor will ensure that the load tickets and log are submitted to the DMC no later than 9 a.m. the following day.
- d. The Debris Management Site Monitors will maintain a log that contains the following information:
 - Debris management site location(s)
 - Debris Management Site Monitors' Name
 - DMSM's Supervisor's Name

- Truck/trailer number and volume of debris hauled into the site
 - Cumulative total of debris delivered at the site during the shift
 - Any problems encountered or anticipated
- e. The RDMs will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the DMC. This report is to be submitted to immediate supervisor on a daily basis.
- f. The RDMs will report any serious or safety-related discrepancies observed to their supervisor. Supervisor will keep DM informed of situations that impact the execution of the debris removal contract.
- g. The supervisor will collect all written reports and provide them to the DMC by 9 a.m. the following day.

i. Payment:

- Payment for work completed will be based on verified hours of work from daily logs.
- All invoices must be accompanied with a daily log recording the following information for each laborer:
 - Location of work performed
 - Description of work performed
 - Name of employee/laborer
 - Job title
 - Hours worked
 - Hourly rate
 - Total Hours
 - Total Cost
- Billing rates for all labor used under this contract will be paid at the rate indicated in the Fee Schedule.
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment costs, overhead and profits; per diem and fuel is to be included in hourly labor rates.

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

EXHIBIT B

INSURANCE REQUIREMENTS

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

EXHIBIT B

INSURANCE REQUIREMENTS

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (1) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (2) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

EXHIBIT B

INSURANCE REQUIREMENTS

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract. No exclusion allowed for pollution liability.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

167-0024-P(JA)

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SECTION F – FEE SUMMARY

Bid Title: DISASTER DEBRIS MONITORING & MANAGEMENT

Bid Number: 167-0024-B(JA)

FEE SCHEDULE: Prices MUST be all-inclusive as defined in the scope of work.**LABOR RATES:** All labor rates are to be fully burdened to be all-inclusive of all taxes, benefits, fringe benefits, overhead and profits, insurance, hand tools, supervision, fuel, and any other incidental costs (excluding lodging, meals, and transportation) in hourly labor rates.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Project Manager	220 Hours	\$ 76.00
2.	Debris Monitor Supervisor	660 Hours	\$ 43.00
3.	Loading Site Monitor	4400 Hours	\$ 30.00
4.	Debris Management Site Monitor	220 Hours	\$ 35.00
5.	Roving Debris Monitor	1100 Hours	\$ 28.00
6.	Debris Management Consultant	100 Hours	\$ 94.00
7.	Tower Monitor	220 Hours	\$ 35.00
8.	Clerical / Administrative Support	660 Hours	\$ 24.00
TOTAL (Items 1 – 8):			\$ 365.00

The above hours are not intended to represent the actual contract amount, but are an estimated amount for a 5-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resulting contract.

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit: www.sunbiz.org for this information on how to become registered.

****ROSTAN exclusively uses the HaulPass® ADMS for all data collection efforts eliminating the need for Data Entry Clerks. Costs associated with the utilization and deployment of HaulPass® are included in the above listed rates.**

PINELLAS COUNTY PURCHASING

RFP – FORMAL/INFORMAL

REVISED: 03-2017

ROSTAN SOLUTIONS LLC | DOCUMENT COPY

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RFP NO. 167-0024-P(JA) | PINELLAS COUNTY, FL

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



City of Pinellas Park

Staff Report

File #: 18-458, **Version:** 1

Agenda Date: 5/24/2018

AUTHORIZATION FOR RELOCATION AND INSTALLATION OF NEW CENTRAL ANTENNA, SERVER AND TERMINAL UNIT - Data Flow Systems, Inc.

NOTE: This authorizes the purchase of a new central antenna, server and central terminal unit to be installed at the new Public Works Operation Center at 6250 82nd Avenue N. These units will replace the existing units at the previous Public Works facility located at 6101 78th Avenue N. This equipment is necessary to continuously monitor the City's 104 sewer lift stations. In addition to the sewer telemetry, the tower will serve as the mobile radio antenna also. The amount for this project is \$100,464.00 and should be charged to account 3010381-575613 18381/534.

ACTION: (Approve - Deny) Authorization for relocation and installation of new central antenna, server and terminal unit to Data Flow Systems, Inc. in the amount of \$100,464.00 to the appropriate account.



Data Flow Systems

May 01, 2018

Mr. Ryan Gonzalez
City of Pinellas Park
Email: rgonzalez@pinellas-park.com

Please consider this document confirmation that Data Flow Systems, Inc. (DFS), of Melbourne, Florida, is the sole source for all TAC II Telemetry System Remote Terminal Units (RTU), TAC Pack TCUs, HT3, and associated Telemetry Software utilized by the City of Pinellas Park.

DFS designs, manufactures, installs and services the entire TAC II and HT3 Telemetry System. There are no other dealers, distributors or service organizations that offer the TAC II and HT3 Telemetry System.

Thank you for your interest in Data Flow Systems. Please let me know if I can provide additional information. I can be reached at 321-259-5009.

Sincerely,

Data Flow Systems, Inc.

Debbie Wilkinson
Sales Administrator
debbie@dataflowsys.com



Data Flow Systems

**BUDGETARY QUOTE NO. 180410-01-RW
DFS CENTRAL SCADA SYSTEM RELOCATION SERVICES
CITY OF PINELLAS PARK
APRIL 10, 2018**

Thank you for this opportunity to offer our products and services for the above referenced project. This quote provides for relocating the existing DFS Central Site SCADA system at 6101 78th Ave N Pinellas Park, FL to 6250 82nd Ave N Pinellas Park, FL 3378. This quote considers the following:

- To minimize SCADA downtime, DFS will install new HSS002-2 Server and Central Terminal Unit (CTU) enclosure assemblies along with a new central antenna system installation at the new location before the existing Server is shutdown. Downtime will then be limited to the time it takes to relocate the modules.
- All demolition and removal of existing equipment is the city's responsibility.
- Some of the remote site antennas may need to be redirected to the new central site location. If so, DFS will provide the recommended new antenna azimuth, and the redirecting services will be provided by the city.
- DFS will install a new 70' monopole central antenna at the new location.

All products offered are compatible with the Pinellas Park's existing TAC II SCADA system. This quotation includes, and is limited to, the following. Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,

Data Flow Systems, Inc.

Randy E. Wyatt

Inside Sales Manager

Email: randy@dataflowsys.com

1. CENTRAL SITE BILL OF MATERIAL & SERVICES:

HSS002-2 Hyper SCADA Server

The proposed new server location must be an air-conditioned environment with provision of 120 VAC power, network interface, and phone line(s). The existing HSS002-2 Server modules will be relocated by DFS to the new location when everything else is ready and the city is prepared for the central site relocating. The city is responsible for the provision of a primary workstation and network interface to the server.

(1) HSS002-2 Server Relocate, includes: (No modules)\$3,224.00

(1) HSS002-2 Enclosure Assembly

(1) Mounting Hardware, Conduit, Wire, Connectors, etc.

(1) Fiber Optic Cable (Connections between Server & CTU)

Central Terminal Unit

120 VAC power must be available. The existing CTU modules will be relocated by DFS to the new location when everything else is ready and the city is prepared for the central site relocating

(1) CTU202 Assembly, includes: (No modules).....\$1,471.00

- (1) Fiberglass Enclosure
- (1) Modular Backplane
- (1) RF Pigtail
- (1) RTU Surge Protection Kit
- (1) Polyphaser Coaxial Surge Protector
- (1) 2.6 Ah Backup Battery
- (1) Mounting Hardware, Conduit, Wire, Connectors, etc.

Central Antenna System

DFS will install the Central Antenna System and test it before relocating services are scheduled. The location considered for this installation is the northwest area of the building's parking lot.

- (1) Central Site Antenna Subsystem & Services, includes:\$86,880.00
 - (1) 70ft Monopole & Professional Antenna Installation Services
(Review attached document for details)
- (1) DB420 Antenna & LMR600 Coaxial Cable Assembly\$2,519.00
- (1) DFS Delivery, Installation, FCC Licensing, & Testing Services (Install dept.) .\$.4,903.00
- (1) Central Site Shutdown, Startup, & Testing Services (Service Dept.)\$1,467.00

SUGGESTED SEQUENCE OF EVENTS:

1. At the new location, DFS will install the HSS002-2 Server, CTU, antenna system and test everything before relocating services are scheduled.
2. DFS will have our Service Dept. on site to shutdown the server, relocate the modules to the new location, and start it back up. DFS will test for proper operation of the system.

WORK TO BE PERFORMED BY THE UTILITY:

1. Meet installation requirements for the new Server and CTU location.
2. Redirect remote site antenna if needed.
3. Make site available when work is scheduled, and have personnel available to operate system as needed when DFS work is scheduled.
4. All required underground locate information must be provided before DFS installation services can be scheduled. DFS will provide an underground locate information form. The Utility will be the underground locate Point of Contact. The Utility must provide a contact name and phone number for use by locate services should they need to gain access to a secured area or are unable to find the site based on locate info provided by Utility.

PRICING & TERMS:

This quotation totals \$100,464.00. Pricing is based on NET 30 payment terms with approved credit. Partial billing (See progressive payment schedule in attachment for details) may occur as individual services are completed. Lead time is 8-10 weeks after receipt of order. Please review the Quotation Notes listed below. This quotation will be honored for 90 days.

QUOTATION NOTES:

1. Only those items and services specifically listed above are included in this quotation.
2. Pricing is based on NET 30 Payment Terms with approved credit. Pricing can be adjusted upon request for payment terms other than NET 30.
3. All items shipped will be billed at the time of shipment. Pricing is FOB Destination.
4. Ensuring the site is ready when services are requested is the responsibility of the customer/contractor. Additional trips and site services beyond those listed above will be billed on a time and material basis via change order. If cause of the additional activity is responsibility of DFS, a change order will not be required.

5. DFS employees will not enter “Confined Spaces” and/or “Permit-Required Confined Spaces” as defined by OSHA. Any such requirement will be performed by others.
6. All electrical equipment to be accessed by DFS employees must be temporarily removed from service during the performance of our scope of work.
7. This quotation does not include any required permitting, sealed drawings, or associated fees.
8. DFS’ Standard Warranty applies to this project. www.dataflowsys.com/products/warranty-statement.php
9. Radio Study General Exception - The antenna requirements are based on our radio study. Our radio study calculations are produced by DFS proprietary software algorithms and trade secrets. This information is confidential and will not be provided. Radio study summary information and topological maps are general in nature and can be provided under this proposal during the submittal process when requested.
10. This quotation stipulates that DFS existing insurance provider(s) and policy coverage are acceptable. In the event that you require a change to insurance provider(s), additional coverage, and/or amending the terms of our existing policies, we reserve the right to void and withdraw this quote and replace it with an amended quote which contemplates and provides for the recovery of the cost associated with analyzing and complying with different insurance requirements. Policy information can be found at <http://www.dataflowsys.com/company/documents/insurance-coverage.pdf>
11. This quotation is formatted and priced for a direct purchase from the utility. If this scope is to be purchased by others, a revised quote is required to cover additional project administration charges. These additional charges cover routine contractor/developer requirements such as contract management, submittal preparation, project coordination, owner notices, etc.

PROFESSIONAL TOWER INSTALLATION SERVICES ATTACHMENT

Quality Tower proposes the following SOW be followed;

Location; City of Pinellas Park 6250-6298 82nd Ave N, Pinellas Park, FL 33781

Quality Tower proposes to permit, supply and install a 70ft AGL galvanized steel monopole in Pinellas Park Florida for and thru Data Flow Systems. After installation QTE personal will install both customers antenna and line materials. QTE will supply Permitting, Monopole, Foundation, Materials, Antenna/Monopole mounts and install those antenna per customers specification as well as all labor associated with this installation.

1) Supply all Permitting and documentation for approval and issuance of permit thru city of Pinellas Park. (Soil Samples/Tower Drawings)

\$9,000.00

2) Supply and Install (1) 70ft AGL Steel Galvanized Monopole and (1) Drilled Pier Foundation to support that structure

\$46,380.00

3) Supply and Install All Antenna Mounting Hardware for DFS (1) Top Mounted CTA Type Antenna and Associated Line and as well City of Pinellas Park Fleet Antenna and all associated Coaxial Line installations as special circumstances require rafter type feed thurs for feedlines.

A) Install (1) DFS CTA209 type antenna on the monopole and (2) City of Pinellas Park Fleet Antenna. (listed below)

(1) DFS Antenna @ 70' ft level on 2-3' off the side of the structure. (78ft center of Antenna)

(1) Yagi Type Antenna and mounting hardware (Install height yet to be determined.)

(1) City of Pinellas Park Fleet Antenna @ 50ft Level (58ft Center of antenna) \$9,000.00

QTCSS Technicians will route all coaxial connection from monopole thru roof rafter type openings and into radio room for termination end points Currently there is no ice bridge or cable support system from proposed monopole to building to support cables from drooping and hanging. QTCSS will install Cable support hardware from proposed monopole to building and all securement hardware.

\$1,500.00

4) Site Grounding; QTCSS will apply ground ring type installation to this structure and as well any attachments such as coaxial grounding points (1) Base area ground ring with exothermic welding to the pole base and connection to Base area grounded Buss Bar.

\$9,000.00

5) Site cleanup will be performed and all material associated with this project will be removed from site.

6) If tower permitting closeout of a 3rd party inspection is a requirement add an additional \$6,600.00 for this closeout document will be REQUIRED. This is not known at this time of quotation as permitting department was unclear if this was a requirement for project closeout due to special circumstance and specialized type installation and final inspection approval, this is deemed a "SPECIAL INSPECTION".

\$6,600.00

The below cost are additional costs to consider for quotation if accepted;

1) Removal of Towers and Antenna for placement on new structure proposed as it is top mounted and a crane must be used.

A) Removal of 60ft tower, antenna and guy wires on east side of building at 6101 location

B) Removal of 50ft tower on east side of building \$5,400.00

If customer can supply soil boring drawings for the proposed area of installation, then a discount of \$3,600 can be applied to this quotation.

Notes* All permitting and permit application costs are included above but if it becomes abnormal and permit fees are above the normal then all permitting cost will have a requirement for reimbursement of those fees at final billing.

Note* FOUNDATION IS BASED OFF NORMAL SOIL CONDITIONS AND IS QUOTED AS SUCH AND IF IT FOUND THAT NORMAL SOIL DOES NOT EXIST AND FOUNDATION INCREASES DUE TO THIS ISSUE A REQUIREMENT FOR ADDITIONAL COST FOR THE FOUNDATION WILL HAVE TO BE APPLIED TO FINAL INVOICING. THIS ISSUE WILL BE DISCUSSED WITH CUSTOMER PRIOR TO ANY MOVEMENT FORWARD AFTER SOIL REPORTS ARE RECIEVED OR IF QTCSS PREFORMES THIS WITH ISSUANCE OF A PURCHASE ORDER.

Progressive Payment Processing:

50% with purchase order issuance = \$43,440.00

30% with foundation completion & pole delivery = \$26,064.00

20% with structure completion & antennas installed = \$17,376.00

City of

PINELLAS PARK

5141 78th Ave. • P.O. Box 1100
Pinellas Park, FL 33780-1100



FLORIDA

PHONE • (727) 369-5711
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purchasing@pinellas-park.com

MEMORANDUM

TO: Doug Lewis, City Manager
FROM: Rosanna Manochio, Purchasing Supervisor
DATE: May 02, 2018
RE: Noncompetitive Item – Sole Source

In compliance to Section 2-602 Section (B) City of Pinellas Park Code of Ordinance, it is requested that the purchase and relocation of DFS Central Site SCADA System which is currently located @ 6101 78th Avenue North, Pinellas Park to 6250 82nd Avenue North, Pinellas Park, which is an integral part of the TAC II Telemetry System provided only by Data Flow Systems and is a sole-source item. This request will be placed on the Agenda for City Council dated, May 24, 2018 and has been certified by the Purchasing Director/Supervisor as a one sole-source item.

Description of Item:

At the new location, DFS will install the HSS002-2 Server, CTU, antenna system and test everything before relocating services are scheduled. DFS will have our Service Dept. on site to shutdown the server, relocate the modules to the new location, and start it back up. DFS will test for proper operation of the system..

Division Director/Supervisor: Rosanna Manochio

I do hereby certify that the Item listed is a sole-source item.

Rosanna Manochio

Rosanna Manochio
Purchasing Supervisor



City of Pinellas Park

Staff Report

File #: 18-466, **Version:** 1

Agenda Date: 5/24/2018

AUTHORIZATION FOR NEGOTIATIONS - RFP 18/006 - Pavement Evaluation Consultant Services

NOTE: The Evaluation Committee, in accordance with Resolution 15-12, has reviewed the proposals submitted and recommends four consultants in the following order: 1) Transmap Corp., 2) CPWG, Inc., 3) Kissinger Campo and Associates, and 4) Infrastructure Management Services. Upon Council's recommendation and authorization, the City Manager will negotiate competitively with the most qualified firm; and should he fail to reach an agreement, he will then negotiate with the remaining firms in order of preference, in accordance with Section 287.055, Florida Statutes.

ACTION: (Approve - Deny) Authorization for City Manager to negotiate with the firms recommended by the Evaluation Committee, in order of preference as recommended, for 1) Transmap Corp., 2) CPWG, Inc., 3) Kissinger Campo and Associates, and 4) Infrastructure Management Services.



Kyle Arrison <karrison@pinellas-park.com>

RFP 18/006-Pavement Evaluation Consultant Services

1 message

Gary Moskaluk <gmoskaluk@pinellas-park.com>
To: allmail <allmail@pinellas-park.com>

Wed, May 9, 2018 at 9:55 AM

Good morning,

Final oral presentations for the above RFP were held yesterday and the Evaluation Committee decided on the following results:

Transmap Corp.....	516 points
CPWG.....	471
KCA.....	470
IMS.....	409

Project Manager Kyle Arrison will prepare an agenda item for City Council approval and award of contract.

Thank you.

Gary Moskaluk
Purchasing Director
City of Pinellas Park
(727)369-5711