



Pinellas County

Staff Report

File #: 24-0108D, **Version:** 1

Agenda Date: 8/13/2024

Subject:

First Amendment to Standard Ground Lease Agreement with Golf Car Systems, Inc. a corporation authorized to do business in the State of Florida at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of the First Amendment to Standard Ground Lease Agreement (Amendment) with Golf Car Systems, Inc. (GCS) at St. Pete-Clearwater International Airport (Airport).

- The amendment extends the terms of the ground lease with GCS.
- The rental rate is raising from \$0.26 per square foot to \$0.39 per square foot.
- The term of the amendment is 20 years with three (3) five-year options.
- Fiscal Year (FY) 24 revenue is unaffected by the renewal of the ground lease. Revenues of \$60,986.38 are included in the requested FY25 Budget submission in the Airport Revenue and Operating fund.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.1 Proactively attract and retain businesses with targeted jobs to the County and the region

Deliver First Class Services to the Public and Our Customers

5.4 Strive to exceed customer expectations

Summary:

The approval of the amendment will enable GCS to continue to lease 4.962 acres MOL of land on 140th Avenue North in Clearwater.

Background/Explanation:

In business since 1973, Golf Car Systems provides new and used golf cart sales, parts, service, remanufacturing, and rentals in Clearwater, Florida.

On June 4, 1985, GCS initiated a Ground Lease Agreement with renewal options for the 4.962 acres of property located at 5325 140th Avenue North in Clearwater. The existing agreement expires in 2025 and GCS wants to continue to operate their golf car sales and service business at this location.

Under the old agreement, GCS has not been paying the Surface Water Assessment fee, however, effective June 30, 2025, with this new amendment, they will be required to do so.

The new rate is based on comparable appraised value of Airport industrial land located within the vicinity of the Airport as determined by the Pinellas County Property Appraiser.

Fiscal Impact:

Annual income to Pinellas County will increase from \$55,442.00 to \$83,334.47.

OMB calculated FY25 pro-rated lease revenue of \$62,665.12 is 13.0% higher than most recent years due to an increase in per square foot lease rate to \$0.39/square foot.

Annual revenue will increase to \$84,334.47 in FY26 and thereafter.

Delegated Authority:

Authority for the County Administrator to sign this Amendment is granted under Code Section 2-62 (a)(1).

Staff Member Responsible:

Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

First Amendment to Standard Ground Lease Agreement

**FIRST AMENDMENT TO
STANDARD GROUND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Lease Agreement") is made and entered into this 1 day of July, 2024, (the "Effective Date") by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LESSOR," and GOLF CAR SYSTEMS, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as "LESSEE," individually and collectively referred to as the "Party" or "Parties."

WITNESSETH:

WHEREAS, the St. Pete-Clearwater International Airport in Pinellas County, Florida (Airport) is owned by LESSOR, and LESSOR is vested with the power to operate the Airport, and to lease premises and facilities on Airport property and to grant related rights and privileges; and

WHEREAS, LESSEE entered into that certain Lease Agreement with Renewal Options with LESSOR for 216,242.22 square feet of LESSOR-owned land (4.9642 acres M.O.L.) on June 4, 1985 (the "Original Lease"), with two (2) successive, ten (10) year options for renewal, with the last remaining option period expiring June 30, 2025; and

WHEREAS, LESSOR and LESSEE wish to renew the Original Lease in its entirety with updated terms described in this First Amendment to Standard Ground Lease Agreement (this "Lease Agreement"), incorporating the premises thereunder into this Lease Agreement, contingent upon full execution of this Lease Agreement and effective only upon the expiration of the Original Lease on June 30, 2025.

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, including but not limited to the increased rents to be paid by LESSEE to LESSOR, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF PREMISES:** LESSOR hereby leases to LESSEE, subject to the agreements, covenants, conditions, restrictions and undertakings hereinafter set forth, that certain real property with site improvements located at St. Pete-Clearwater International Airport (Airport), and totaling 216,242.22 square feet (4.9642 acres M.O.L.), as further depicted in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the "Premises"), and set forth below:

Lot No. 9, shown on Airport Industrial Park Plat as recorded in Plat Book 80,

Pages 22 through 24 of the Public Records of Pinellas County, Florida, and containing 216,242.22 square feet (4.9642 acres) M.O.L., subject to the utility and drainage easements, restrictions, zoning and building regulations, and right-of-ways recorded on said plat:

The Premises shall include easements, to the extent reasonably required for the use and enjoyment of the Premises, for ingress and egress, and for access to main water, sanitary sewer, storm sewer and utility lines, as well as the right to tie into said main lines to the extent that LESSOR owns, controls and/or may give such tie-in rights, and all other interests and rights appurtenant thereto.

TO HAVE AND TO HOLD for upon the terms and conditions stated herein. LESSOR covenants and warrants that it holds unencumbered fee simple title to said Premises subject only to the conditions, reservations, restrictions, and covenants running with the airport land conveyed, by Quit Claim Deed from the United States of America to Pinellas County, dated July 2, 1948 and recorded in Pinellas County Deed Book 1186, Pages 178 through 194, and/or December 17, 1947 and recorded in Pinellas County Deed Book 1163, Pages 270 through 282; that it is authorized to enter into this lease; that the Premises are presently zoned M-1, Light Manufacturing; and that 49th Street North (County Road No 691), adjacent to said Industrial Park, and 140th Avenue North, bisecting the Premises, are public dedicated roadways open for use by the public generally for both vehicular and pedestrian traffic. The LESSOR and LESSEE further covenant and agree as follows:

2. LEASE TERM/OPTIONS FOR RENEWAL: The term of this Lease Agreement is twenty (20) calendar years, commencing on July 1, 2025 and ending twenty (20) calendar years thereafter on June 30, 2045, unless sooner terminated or renewed in accordance with the terms of this Lease Agreement. LESSEE may renew this Lease Agreement for up to three (3) successive additional renewal periods of five (5) years each, on condition that LESSEE shall notify the Airport Director, in writing, not less than one hundred twenty (120) days in advance of the end of LESSEE's current term of LESSEE's desire to exercise said renewal option.

3. ANNUAL RENT AND METHOD OF PAYMENT:

(a) Annual Rent: For the enjoyment and use of the Premises, LESSEE covenants and agrees to pay to LESSOR, without demand, an Initial Annual Rental Dollar Amount of Eighty-Four Thousand Three Hundred Thirty-Four Dollars and 47/100 (\$84,334.47), computed by multiplying the total net square footage of the Premises, subject to adjustment in Paragraph 4(a), by the Initial Annual Rental Rate of (\$0.39000) per square foot per year, together with applicable Florida State Sales tax thereon.

(b) Method of Rental Payment: The Initial Annual Rental Dollar Amount set forth in Paragraph 3(a), as adjusted by Paragraph 4, shall be payable in monthly installments. The first monthly rent installment of Seven Thousand Twenty-Seven and 87/100 Dollars (\$ 7,027.87), plus applicable Florida sales tax due thereon, shall be paid to LESSOR commencing on the first day of the month after the execution and delivery of this Lease Agreement. The remaining annual rent installments shall be paid monthly, in advance, on the first day of the month during the term of this Lease Agreement. Said installments shall be paid when due, without demand, to the order and in the name of Pinellas County Board of County Commissioners, at the Office of the Airport Director, St. Pete-Clearwater International Airport, 14700 Terminal Boulevard, Suite 221, Clearwater, Florida 33762.

(c) Late Payment: Rental Payments are due and payable as set forth herein. All payments required to be made to COUNTY hereunder, shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment, if not paid within fifteen (15) days from the date due. Said interest shall be calculated on a daily basis and shall be due and payable when billed. In addition to payment of interest at said rate for any delinquency, an administrative fee currently in the amount of twenty-five dollars (\$25.00) shall also be paid to COUNTY for its additional accounting and recording expenses occasioned by such delinquent payments. Said fee amount is subject to change by COUNTY. Notwithstanding the foregoing, the Airport Director may, under extenuating circumstances, waive the imposition of interest and administrative fees. The Airport Director's determination of "extenuating circumstances," as used herein, shall be final.

4. RENTAL RATE ADJUSTMENTS/ESCALATION:

(a) Time for And Method of Adjusting Rent: On the "five-year Anniversary Date" of the Lease Execution Date and every subsequent "five-year Anniversary Date" thereafter, during the term hereof, and during the term of any renewal hereof, the Initial Annual Rental Rate and Dollar Amount set forth in Paragraph 3., above, and the subsequent adjusted annual rental rate and dollar amount as the case may be, shall be increased in direct proportion to the decrease in the purchasing power of the U.S. Dollar as evidenced by changes in the Consumer Price Index for all Urban Consumers (hereinafter referred to as the "CPI-U") published from time to time by the Bureau of Labor Statistics, United States Department of Labor, Washington, D.C., said CPI-U using the Base Year of 1982 as 100 for reference purposes. The CPI-U for the first rent adjustment shall be that last published in the prior month CPI-U Index of the Lease Execution Date, referred to hereinafter as the "Base Index." LESSOR shall be responsible for the computation of the adjustable annual rental rate and shall notify LESSEE in writing of the new rental dollar amount within sixty (60) days after the Anniversary Date. LESSEE shall pay to LESSOR all additional sums from said calculation within thirty (30) days of notification thereof.

(b) Alternative Methods of Adjusting Rent: If said Bureau discontinues publishing the CPI-U, or substantially alters the method for computing and compiling the CPI-U, the Parties shall attempt in good faith to negotiate an amendment to, and agree on the new terms of, Subparagraph 4(a), above. If such Lease amendment cannot be made, the Parties shall next join in a request to the said Bureau to provide a substitute method or formula substantially similar to the CPI-U and the Parties shall use such substitute method to adjust the rent in accordance with the procedure in Subparagraph 4(a). If such substitute method is not provided, or is not acceptable to either LESSEE or LESSOR, then the Parties shall agree on, and shall amend Subparagraph 4(a) to include any other composite cost of living index for the purpose of determining the Adjusted Annual Rental Rate and Dollar Amount. The previous rental rate shall be due and payable during any period where the rental payment is in dispute or has yet to be redetermined, subject to adjustment upon the determination of a new rental rate pursuant to the terms herein.

(c) Formula For Computing Adjusted Annual Rental Rate and Dollar Amount: The periodic rent adjustment required herein shall be calculated as follows: The Initial Annual Rental Rate of (\$0.39) per square foot shall be multiplied by the total square footage described in Paragraph 1., or in Exhibit A, as it may have been modified by formal amendment of this Lease Agreement by the Parties subsequent to the execution hereof, and the product thereof shall be multiplied by a fraction or percentage arrived at by dividing the most recent CPI-U (or other alternative or substitute index accepted under Subparagraph 4(b) above) by the Base Index.

For example, please see below:

Formula to determine Initial Rent:

Final Square Footage of Premises x Rental Rate Per Square Foot =
Annual Rental Dollar Amount (not including sales tax)

Formula to determine Rental Adjustments:

Annual Rental Dollar Amount (not including sales tax) x
Current CPI-U ÷ Base Index =
Adjusted Annual Rental Dollar Amount (not including sales tax)

The Parties expressly agree that in no event shall any Adjusted Annual Rental Amount be less than the Initial Annual Rental Dollar Amount set forth in Paragraph 4 above.

5. USE: LESSEE's use of the Premises shall be limited to maintaining a facility for remanufacturing and refurbishing golf cars, so long as the use complies with all zoning and Federal Aviation Administration (FAA) regulations. LESSEE may utilize the Premises for other purposes only with express prior written consent of LESSOR. Any unauthorized use

of the Premises shall constitute a material breach and default, subject to the provisions of Paragraph 40 of this Lease Agreement.

LESSEE agrees that it will not sell or permit the retail sale of any food, beverages or gasoline on or from the Premises other than for the purpose of its own undertaking. LESSEE may maintain upon the Premises such facilities only as are necessary for the sale and dispensing food and beverages for its officers, employees and business invitees and that LESSEE shall not cause such facilities to be made available to the general public. Any sublease or partial assignment of lease by LESSEE shall contain this paragraph.

6. CONDITION OF PREMISES: LESSEE accepts the Premises in an "AS-IS" condition. LESSEE acknowledges that the County has made no representations or warranties relating to the suitability of the Premises for any particular use. County shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises. LESSEE shall not permit any unlawful nuisance, waste or injury on the Premises. LESSEE agrees to surrender the Premises upon the expiration of this Lease Agreement, or earlier termination hereof, in a condition substantially similar to the condition of the Premises on the Rent Commencement Date, ordinary wear and tear excepted.

7. OBLIGATIONS OF IMPROVEMENTS BY LESSEE:

(a) LESSEE shall construct all Improvements located on the Premises at its sole cost and expense and extend and construct all utilities required for use on the Premises. LESSEE shall be responsible, at its sole cost and expense, for the construction of any and all stormwater drainage, retention, and detention areas in connection with development of the Premises.

(b) LESSEE covenants and agrees to submit initial engineering site plans for planned improvements to the Airport Director, County Building and Development Review Services, and all other applicable Departments before commencement. Said construction and improvements shall meet all applicable federal, state, and county laws, ordinances, codes and regulations, and all plans and specifications, therefore, shall be subject to prior approval by County Building and Development Review Services, or other regulatory agencies, the Airport Director, and the Federal Aviation Administration (FAA).

8. OWNERSHIP OF IMPROVEMENTS: LESSEE shall have legal title to all buildings and improvements, furnishings, inventory, machinery, and equipment constructed or installed on the leased premises by LESSEE during the term of this Lease Agreement. Upon the expiration, or termination under the provisions of this Lease Agreement, title to all permanent buildings and improvements constructed on the leased premises and any fixtures therein shall vest in LESSOR. LESSEE may remove all property

installed within said permanent structures, provided that said removal is accomplished prior to the expiration of the lease term without damage to the permanent structures. LESSEE, at its own expense, shall repair any damage that may be caused by such removal. LESSEE's right to remove said property shall not be construed to include removal of support equipment or fixtures such as air conditioning, base electrical service, or plumbing, which would customarily be provided within such a structure.

9. INTEREST OF LESSOR NOT SUBJECT TO LIENS: The ownership interest of LESSOR in the leased premises is not and shall not be subject to liens for improvements or construction made by LESSEE to or on the leased premises. LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of LESSOR in the Premises herein leased. LESSEE shall notify all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LESSEE with respect to the leased Premises or any part thereof that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of or arising from this Lease Agreement.

10. BOND REQUIREMENT: Prior to the commencement of any construction on, or improvement of, the leased premises, LESSEE or LESSEE's contractor shall execute a Combined Common Law Performance and Payment Bond ("Combined Bond") in an amount sufficient to cover one hundred percent (100%) of the costs of such construction or improvement with a surety insurer authorized to do business in Florida as surety therefore. Such Combined Bond shall be in a form acceptable to LESSOR and shall be conditioned that LESSEE or LESSEE's contractor perform the work or contract in the time and manner prescribed in this Lease Agreement and promptly make payment to all contractors, sub-contractors, and materialmen and suppliers whose claims derive directly or indirectly from the work provided for in this Lease Agreement.

11. PLEDGE OF LEASEHOLD INTEREST: LESSEE shall have the right to create a security interest in, or pledge its leasehold interest in this Lease Agreement, upon approval by the LESSOR. The holder of any security interest in, or of any pledge of, this Lease Agreement, and the holder of any portion of LESSEE's leasehold interest herein granted, and anyone claiming by, through or under such holder or such security interest or pledge, shall not acquire any greater rights hereunder than LESSEE has (except the right to cure or remedy LESSEE's defaults) and is subject to all rights and interests of LESSOR herein, none of which terms, covenants, conditions or restrictions is, or shall be waived by LESSOR, by reason of LESSOR's granting the right to create a security interest or to pledge its leasehold interest in this Lease Agreement, except as expressly provided herein; and no such holder or claimant shall become entitled to a new Lease Agreement in the event of the termination of this Lease Agreement; nor shall such person become entitled to a new Lease Agreement in the event of LESSEE's failure to exercise any option to extend this Lease Agreement as

provided for in Paragraph 2. Any such security interest or pledge shall be subject to all the agreements, terms, covenants, and conditions of this Lease Agreement. Further, no security interest created in the leasehold interest granted in this Lease Agreement, and no assignment thereof shall be binding upon LESSOR in the enforcement of its rights under this Lease Agreement, nor shall LESSOR be deemed to have any notice thereof, until a fully conformed copy of each instrument affecting such security interest, in a form proper for recording, shall have been delivered to LESSOR by Certified United States Mail.

12. SUBORDINATION: The temporary and permanent mortgage financing to be procured by LESSEE which may consist of one or more mortgages, shall make provisions for interest and amortization payments which shall be the sole responsibility of LESSEE.

LESSOR will cooperate with LESSEE in the obtaining of such mortgages and will execute any instrument reasonably required in connection therewith, each of which shall expressly provide that the MORTGAGEE or PAYEE, as the case may be, will not look to LESSOR for the payment of any indebtedness of LESSEE, and provided further that any instrument so executed by LESSOR shall expressly provide that the MORTGAGEE or PAYEE, as the case may be, shall look solely to the security of the leasehold or personalty rights of LESSEE for the payment of indebtedness and shall not seek to collect the indebtedness from or obtain a deficiency judgment against LESSOR. LESSEE shall pay all costs, fees, title insurance charges, recording fees, taxes, and legal fees incurred, or payable in connection with, such mortgage or other instrument, or any action, suit or proceeding based thereon. This Lease Agreement shall be subordinate only to the mortgage or mortgages obtained by LESSEE in accordance with this Paragraph 12.

This Lease Agreement and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Pinellas County Board of County Commissioners acquired the subject property from the United States of America, and this Lease Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the sale and purchase agreement of said lands from the United States to Pinellas County Board of County Commissioners, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Pinellas County Board of County Commissioner pertaining to the St. Pete-Clearwater International Airport. For purposes of this paragraph, LESSOR expressly authorizes its County Administrator or other designee(s) of the County Administrator to execute documents described herein.

13. CONFORMITY TO LAW: LESSEE shall comply with all applicable laws, ordinances, regulations, codes, rules, and orders of any federal, state, county, or municipal agency with jurisdiction over the leased premises, including but not limited to rules and regulations of Pinellas County, the St. Pete-Clearwater International Airport, the Federal

Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Department of Defense of the U.S. Government, which pertain to the leased Premises and the said building, fixtures, improvements and LESSEE's operations thereon.

14. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS: LESSEE, for itself, its personal representatives, assignees, and successors in interest, as a part of the consideration hereof, does hereby covenant and agree that:

(a) No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises or any facilities located thereon;

(b) In the construction of any improvements on, over, or under said leased premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

(c) LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, see Exhibit B, "Civil Rights and Nondiscrimination Requirements," attached hereto and incorporated by reference.

In the event of breach of any of the above non-discrimination covenants as they pertain solely to the obligations of LESSEE in leasing the Premises (and excluding any breach or allegations arising out of the routine operations of LESSEE's store on the Premises or at any other location of LESSEE), LESSOR shall have the right to terminate this Lease Agreement and to re-enter and repossess said Premises and the facilities thereon as provided by law, and hold the same as if said Lease Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

15. LICENSES AND PERMITS: LESSEE shall be responsible for obtaining, at their own expense, all Federal, State, and local licenses, permits, inspections and approvals and for complying with all restrictions thereby made, that are necessary for the construction of buildings and improvements and the conduct of the business on the Premises.

16. TAXES, FEES AND ASSESSMENTS: LESSEE shall be responsible for the payment of any and all personal property or real property ad valorem taxes and all non-ad

valorem special assessments and fees, including but not limited to surface water assessments and fees, that are or may be levied upon the leased Premises, including any buildings, improvements or personal property thereon owned by LESSEE, or upon the leasehold estate conveyed by this Lease Agreement. However, LESSEE shall not be responsible for any surface water assessments and/or fees until the expiration of the Original Lease on June 30, 2025. LESSEE's failure to timely pay said taxes, fees or assessments on or before the due date shall be deemed a default.

17. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease Agreement shall cease in regard to the part so taken from the day the possession of that part, and the rent shall be paid up to that day; and, if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises was leased, then from that day, LESSEE shall have the right either to terminate this Lease Agreement and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If LESSEE shall fail to terminate this Lease Agreement within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease Agreement shall continue for the then balance of the term. If LESSEE exercises its right to cancel, all advance rent paid by LESSEE dedicated to possession after the date of said taking will be returned to LESSEE. If LESSEE fails to exercise its right to cancel, LESSEE shall, at its own cost and expense, make any necessary repairs to the Premises due to said partial taking.

The Parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within thirty (30) days of LESSOR's notice of an eminent domain initiation if commenced by a third party, or within thirty (30) days of initiation if commenced by COUNTY.

18. MAINTENANCE AND REPAIRS: During the Lease term, LESSEE, at its own expense, shall keep and maintain the leased Premises and all buildings, fixtures and improvements thereon in good and sanitary order, condition and repair, and upon expiration or termination hereof, LESSEE shall surrender and deliver up to LESSOR the leased land and all buildings, fixtures and permanent improvements thereon in good and usable condition, ordinary wear and tear excepted.

Outdoor storage of any product line, byproduct, and material used in the manufacturing process shall be screened by a wall or fence to the extent such product, byproduct, and material is not visible from a public right-of-way.

19. INDEMNIFICATION: LESSEE agrees to indemnify and hold harmless LESSOR

from and against all loss or expense by reason of liability imposed by law upon LESSOR for damages (including any strict or statutory liability and any liability under Workers' Compensation Laws) because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of, or in consequence of, the use of the Premises, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of LESSEE, including its agents, employees and subcontractors, or LESSOR, including its Board of County Commissioners, officers or employees, except only such injury or damage as shall have been occasioned by the sole negligence of LESSOR. Notwithstanding, nothing herein shall be construed to waive or limit LESSOR's sovereign immunity granted pursuant to §768.28, Florida Statutes.

20. INDEMNITY AGAINST COSTS AND CHARGES: LESSEE shall promptly pay to LESSOR all costs and damages which may be incurred or sustained by LESSOR by reason of LESSEE's default under the provisions of this Lease Agreement. Any sums due LESSOR under this paragraph shall constitute a lien against the interest of LESSEE in the leased Premises and all its property, including personal property, situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said Premises and property.

21. INSURANCE: The LESSEE shall obtain and maintain at all times during its performance of this Lease Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from insurance companies licensed to do business in the State of Florida and have an AM Best rating of A- VII or better. Within ten (10) calendar days of executed Lease Agreement, LESSEE shall provide LESSOR with a properly executed and approved Certificate(s) of Insurance to evidence compliance with the insurance requirements of this Agreement. 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 below for Additional Insured shall be attached to the certificate(s).

No occupancy shall commence at any site unless and until the required Certificate(s) of Insurance are received and approved by LESSOR. Approval by the LESSOR of any Certificate of Insurance does not constitute verification by the LESSOR that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement. LESSOR reserves the right to require a certified copy of the endorsements, at any time during the Lease term.

All policies providing liability coverage(s), other than Workers' Compensation, obtained by the LESSEE to meet the requirements of this Lease Agreement shall be endorsed to

include Pinellas County, a political subdivision of the State of Florida, as an Additional Insured to the extent of LESSOR's interest under the Lease Agreement.

If any insurance provided pursuant to this Agreement expires prior to the expiration of this Agreement, renewal Certificates of Insurance and endorsements shall be furnished by LESSEE to LESSOR at least thirty (30) days prior to the insurance's expiration date.

LESSEE shall also notify LESSOR, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by LESSEE from its insurer. Notice shall be given by certified mail to: St. Pete-Clearwater International Airport, 14700 Terminal Blvd. Suite 221, Clearwater, Florida 33762; and nothing contained herein shall absolve LESSEE of this requirement to provide notice.

Should LESSEE, at any time, not maintain the insurance coverages required herein, LESSOR may terminate this Lease Agreement upon prior written notice to LESSEE and LESSEE's failure to obtain the required insurance within ten (10) business days thereafter, or at its sole discretion may purchase such coverages necessary for the protection of LESSOR and charge the LESSEE for such purchase. The LESSOR 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 LESSOR to purchase such insurance shall in no way be construed to be a waiver of any of its rights under this Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate(s) of Insurance must match the entity's name that is signing this Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against LESSOR for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LESSEE.
- (3) The term "Lessor", "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 LESSOR or any such future coverage, or to LESSOR's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Insurance policies shall include waivers of subrogation in favor of Pinellas County from the LESSEE.

The required insurance and minimum limits for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers Compensation and Employers Liability Insurance

Florida Statutory:

Each Accident	\$ 500,000
Disease - Policy Limit	\$ 500,000
Disease - Each Employee	\$ 500,000

(B) General Liability Limits:

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

(C) Business Automobile Liability Insurance:

Covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each Occurrence-Bodily Injury and Property	\$ 1,000,000
Damage Combined single limit	

The Parties agree that the insurance limits set forth above shall be reviewed upon exercise by LESSEE of its option to lease for an additional term with the purpose of adjustment of said coverages and limits to reflect the then current exposure levels to LESSOR.

LESSEE's contractors performing work on the Premises during the term of this Lease Agreement are required to obtain and maintain at all times, during performance of work, insurance with the following minimum limits of coverage: \$500,000 for Workers' Compensation Employers' Liability, and \$1,000,000 for General Liability and Auto Liability. Contractor shall provide certificate of insurance coverage prior to commencement of work

to LESSEE and LESSOR. Certificates shall name LESSEE and LESSOR as Additional Insureds. Workers' Compensation coverage shall include a waiver of subrogation in favor of LESSEE and LESSOR.

22. ENVIRONMENTAL REQUIREMENTS/HAZARDOUS SUBSTANCES:

(a) LESSEE shall comply with any environmental regulations affecting its operations, including the terms and conditions of LESSOR's environmental policies and permits, the State of Florida, and/or the federal government. Without the prior written permission of LESSOR and proper permitting (if permitting is required under federal, state, or local law), LESSEE shall not use, store, handle, or allow to be brought on-site any petroleum and/or petroleum products, hazardous materials, hazardous substances, hazardous wastes or other contaminants generally recognized to pose a threat to human, animal or plant life, or to the environment (including but not limited to groundwater, air, and soil). Hazardous materials, hazardous substances and hazardous wastes (collectively referred to as "contaminants") shall include, but not be limited to, substances listed or described by characteristics in the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9601ff.), or in Chapter 17 of the Florida Administrative Code, or in 40 CFR, Ch. 1, Part 302. Failure to notify LESSOR and obtain permission will result in termination of the Lease Agreement and/or a penalty of \$500.00 per incident per day for each day of a contaminant's presence on site, at LESSOR's sole discretion.

(b) LESSEE must report to the Airport Director and to any governmental agency or its designate with jurisdiction over spills, the occurrence of any spill of petroleum or petroleum products exceeding 25 gallons, or the occurrence of any spill of a hazardous substance, hazardous material, or hazardous waste of quantities deemed to be reportable under the Resource Conservation and Recovery Act or any applicable federal, state, or local law, regulation or ordinance. Failure to disclose such a spill to the Airport Director will result in termination of the Lease Agreement and/or a penalty of \$500.00 per incident per day at LESSOR's sole discretion.

(c) LESSEE must clean up all contamination of LESSOR's property at Airport resulting from LESSEE's activities. Failure to clean up such contamination will result in termination of the Lease Agreement and/or a penalty of \$500.00 per incident per day, at LESSOR's sole discretion.

(d) LESSEE must provide LESSOR, at LESSEE's expense, copies of any correspondence or any documents regarding this property sent to, or received from, any agency of the United States or the State of Florida involved in environmental regulation. Failure to provide such correspondence or documents will result in termination of the Lease

Agreement and/or a penalty of \$500.00 per incident per day at LESSOR's sole discretion.

23. SEVERABILITY OF PROVISIONS IF DEEMED INVALID: If any provision, covenant or condition of this Lease Agreement shall be determined to be invalid, unenforceable, void or voidable in whole or in part, and the remaining portion of this Lease Agreement, if construed without such portion, would yet provide to each party hereto substantially what was bargained for and intended hereunder, then notwithstanding any such determination, this Lease Agreement shall be enforced to the fullest extent permitted by Florida law.

24. FORCE MAJEURE: The terms and conditions of this Lease Agreement (with the exception of the obligation of LESSEE to pay the amounts required by terms of this Lease Agreement) shall be subject to force majeure. Neither the LESSOR nor LESSEE shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof beyond the reasonable control of the party affected, provided that notice of such force majeure is given by the affected party, to the other within ten (10) days of the beginning of said force majeure. Should one or both of the Parties be prevented from fulfilling its contractual obligations by a state of force majeure lasting continuously for a period of six (6) months, the Parties shall consult with each other regarding whether to terminate, continue, or amend this Lease Agreement.

25. INSPECTION OF PREMISES: For the purpose of inspection, LESSOR hereby reserves the right to enter upon any part of the leased Premises or any construction thereon at any time during normal hours of business.

26. SUBLEASE AND ASSIGNMENT: LESSEE shall not assign this Lease Agreement, nor sublet any portion of the leased Premises, without the prior written consent of LESSOR. A consent to, or acquiescence in one assignment or subletting by LESSOR shall not be deemed a consent to or acquiescence in any subsequent assignment or subletting. Any such assignment or subletting without such prior written consent shall constitute a material breach of this Lease Agreement and shall be considered a default by LESSEE subject to the provisions of Paragraph 40 herein. LESSOR agrees that such consent to assignment or subletting shall not be unreasonably withheld. Any such sublease or assignment shall contain the provisions and assurances of this Lease Agreement, including provisions to indemnify and save harmless LESSOR set forth in Paragraph 19 hereof.

27. QUIET ENJOYMENT: LESSOR hereby covenants and agrees that if LESSEE shall perform all the covenants and agreements herein stipulated to be performed on LESSEE's part, LESSEE shall at all times during the continuance hereof have the peaceable and quiet

enjoyment and possession of the Premises. LESSEE hereby expressly agrees, on behalf of itself and its successors and assigns, that the aforesaid covenant of quiet enjoyment and all other covenants in this Lease Agreement on the part of LESSOR to be performed, shall be binding upon LESSOR only so long as LESSOR remains the owner in fee of the Premises.

28. AIRPORT PROTECTION/RESERVATION OF AIR RIGHTS: LESSOR reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and the use of said airspace by itself, its licensees, and its permittees for landing on, taking off from, or operating on the adjacent Airport.

LESSEE expressly agrees and covenants for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the above-described real property to such a height as to comply with the applicable Pinellas County Zoning Regulations, Federal Aviation Regulations, 14 CFR Part 77 and the proper orders of the Airport Director made pursuant thereto.

LESSEE further expressly agrees and covenants for itself, its successors and assigns, to prevent any use of the described real property which would, or reasonably might, interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

29. CONCURRENT REMEDIES: In addition to the rights, remedies and powers herein granted, LESSOR may exercise concurrently any or all other rights, remedies and powers available to it hereunder.

30. RIGHT TO REGULATE: Nothing in this Lease Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate LESSEE or its operations. Notwithstanding any provision of this Lease Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Development Review Services Department, the Planning Department (as may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of LESSEE, that the County shall be released and held harmless by LESSEE from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests. This provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

31. RELATIONSHIP OF PARTIES AND CONSTRUCTION OF LEASE: Nothing

contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto, other than the relationship of LESSOR and LESSEE.

32. FISCAL FUNDING: In the event funds are not appropriated by or on behalf of the LESSOR in any succeeding fiscal year for purposes described herein, thus preventing the LESSOR from performing its contractual duties, then this lease shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to LESSOR.

33. THE PUBLIC ENTITY CRIME ACT: LESSEE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from-time-to-time, and the County's requirement that LESSEE comply with it in all respects prior to and during the term of this Lease Agreement.

34. WAIVER: No waiver by LESSOR at any time of any of the terms or conditions of the Lease Agreement, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions or breach hereof.

35. NONWAIVER: Failure of LESSOR to insist upon the strict performance of any of the covenants, conditions, terms, and agreements of this Lease Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions, terms, and agreements. LESSEE covenants that no surrender or abandonment of the demised premises for the remainder of the term herein shall be valid unless accepted by LESSOR in writing. LESSOR shall be under no duty to relet the said premises in the event of an abandonment or surrender or attempted surrender or attempted abandonment of the leased premises by LESSEE. Upon LESSEE's abandonment or surrender or attempted abandonment or attempted surrender of the leased premises, LESSOR shall have the right to re-enter and retake possession of the leased premises or any part thereof as provided by law, and such re-entry and retaking of possession shall not constitute an acceptance of LESSEE's abandonment or surrender thereof.

36. VOLUNTARY TERMINATION AND FORFEITURE: LESSEE shall notify LESSOR in writing of LESSEE's desire to surrender and vacate the Premises and terminate this Lease Agreement, notwithstanding any other provision in this Lease Agreement and LESSEE is not then in default, LESSOR may in its sole discretion, by notice in writing transmitted to LESSEE within thirty (30) days after LESSEE's notice, declare LESSEE's

interest under this Lease Agreement ended and without further force and effect on a date to be specified by LESSOR, which date shall not be more than three (3) months from the date of LESSEE's notice. Thereupon, an amount equal to the annual rental for the current year, plus any charges, payments or interest due hereunder, shall become immediately due and payable, and on such termination date LESSOR is authorized to re-enter and repossess the leased premises and the buildings, improvements and fixtures therein, either with or without legal process, and LESSEE covenants and agrees to pay all amounts due, and surrender and deliver up said leased Premises and property peaceably, to said LESSOR on or before the date specified in said notice from LESSOR.

In the event of such voluntary termination, LESSEE shall have no claim whatsoever against LESSOR by reason of improvements made upon or personal property affixed to the Premises, rents paid or from any other cause whatsoever, but LESSEE may remove its manufacturing equipment and trade fixtures.

37. SURRENDER AND END OF TERM: Upon the expiration of the term hereof or sooner termination of this Lease Agreement, LESSEE agrees to surrender and yield possession of the demised Premises to LESSOR, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition, as LESSEE is not required to restore or remedy under other terms and conditions of this Lease Agreement.

38. PROPERTY RIGHTS RESERVED: This Lease Agreement and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the LESSOR acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the LESSOR, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the LESSOR pertaining to the Airport.

39. NOTICES: Whenever notification or notice is required hereunder, such notice(s) shall be sufficient if given by certified mail, return receipt requested, to the addresses as follows or such address as LESSOR, LESSEE, or guarantors shall hereafter designate in writing. Notice hereunder shall be effective when received.

LESSOR: Pinellas County Board of County Commissioners
St. Pete-Clearwater International Airport
Office of the Airport Director
14700 Terminal Boulevard, Suite 221
Clearwater, FL 33762

LESSEE: William A. Dodd, Jr.
Golf Car Systems, Inc.
5325 140th Ave. N.
Clearwater, FL 33760

40. DEFAULT: In the event that LESSEE shall file a voluntary petition in bankruptcy, or that proceedings in bankruptcy shall be instituted against LESSEE, or that LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings; or that a Court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or that a receiver of LESSEE's assets shall be appointed; or that LESSEE becomes in default in the performance of any covenant, term, or condition on its part to be performed or fulfilled as provided for in this Lease Agreement; or that LESSEE sells or attempts to sell the land leased hereunder or any fixtures or improvements or buildings thereon; then, in any such event, LESSOR shall notify LESSEE in writing of such default, and LESSEE shall correct such default within thirty (30) days after receipt of such notice in all instances, except payment of rental money which shall be payable within fifteen (15) days after receipt of such notice from LESSOR. If LESSEE fails to correct any default within said period, then LESSOR may, at its option, exercise any and all rights and remedies it may have under the laws of the State of Florida.

The Parties agree and intend that anyone having perfected a security interest in LESSEE's leasehold interest granted herein in accordance with the provisions of Paragraph 11 hereinabove shall also have the right to correct any defaults in the manner specified herein. The Parties therefore agree that Notices of Default as hereinabove set forth will be sent to any holder of a perfected security interest who has confirmed same in writing to LESSOR prior to LESSOR's having obtained or received notice of LESSEE's default pursuant to this paragraph.

41. GOVERNING LAW: This Lease Agreement shall be construed according to the law of the State of Florida, and any legal action sought by either party hereto in connection with this Lease Agreement shall be brought in the state courts of the State of Florida. Venue for any state action brought pursuant to this Lease Agreement shall be in Pinellas County, Florida, and venue for any federal action shall be in the United States District Court, Middle District of Florida.

42. INTERPRETATION OF LEASE AGREEMENT: This Lease Agreement is the result of negotiation between the Parties hereto and has been typed or printed by one Party for the convenience of both Parties, and the Parties covenant that this Lease Agreement shall not, for that reason alone, be construed in favor of or against any of the Parties hereto.

43. RECISSION OF PREVIOUS AGREEMENTS: Upon full and proper execution of this Lease Agreement, the Lease Agreement shall be binding and become effective on July 1, 2025, whereby the Original Lease shall be terminated in its entirety and replaced with this Lease Agreement.

44. ENTIRE LEASE AGREEMENT: This Lease Agreement and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings of the Parties hereto and no previous statement or representation not contained herein shall be binding on any Party hereto. No subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon LESSOR.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this First Amendment to Standard Ground Lease Agreement to be executed on the day and year first above written.

LESSOR:

PINELLAS COUNTY, FLORIDA,

By: 

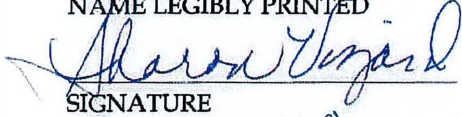
Printed Name: Barry A. Burton

Title: County Administrator

WITNESSES:


SIGNATURE


Samantha Sanchez
NAME LEGIBLY PRINTED


SIGNATURE

SHARON VIZARD
NAME LEGIBLY PRINTED

LESSEE:

GOLF CAR SYSTEMS, INC.

By: 
Printed Name: WILLIAM A. JEWSBURY

Title: PRESIDENT

APPROVED AS TO FORM SUBJECT TO PROPER EXECUTION:

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney
Assistant County Attorney

APPROVED AS TO CONTENT:


By: 
Thomas R. Jewsbury, Airport Director

EXHIBIT A

Lot No. 9, shown on Airport Industrial Park Plat as recorded in Plat Book 80, Pages 22 through 24 of the Public Records of Pinellas County, Florida, and containing 216,242 square feet (4.9642 acres) M.O.L., subject to the utility and drainage easements, restrictions, zoning and building regulations, and right-of-ways recorded on said plat:

EXHIBIT B

St. Pete-Clearwater International Airport FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

1. **GENERAL CIVIL RIGHTS PROVISIONS.** The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

2. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth

what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

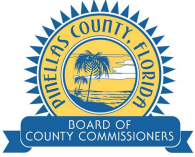
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Pinellas County

Staff Report

File #: 24-1314A, **Version:** 1

Agenda Date: 8/13/2024

Subject:

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending July 26th, 2024.

Recommended Action:

Accept the receipt and file report of non-procurement items delegated to the County Administrator.

Strategic Plan:

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

Summary:

Attached is a list of items in alphabetical order, by submitting department, and the date the County Administrator executed the document. Only fully executed, complete items are filed on this report, resulting in a timing difference in filing of some items if the County Administrator executes the document prior to the other party.

Background Information:

The Board of County Commissioners (Board) granted authority to the County Administrator to approve and sign certain documents per §2-62, Pinellas County Code. This delegated authority includes, but is not limited to: contracts, interlocal agreements, intergovernmental contracts, grant agreements not to exceed \$250,000.00, change orders not exceeding 10% of the amount awarded by the Board or \$250,000.00, whichever is less, grant applications for grants from state or federal agencies in amounts not to exceed \$1,000,000.00, temporary licenses, options of renewal under same terms and conditions and releases of lien and mortgage paid in full. The items approved by the County Administrator are filed as a consent agenda item with the Board at least quarterly.

Fiscal Impact:

N/A

Staff Member Responsible:

Della Klug, Senior Executive Assistant to the County Administrator

Partners:

N/A

Attachments:

Delegated Log