



# Pinellas County

## Staff Report

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File #: 24-0127D, Version: 1

Agenda Date: 3/31/2024

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### **Subject:**

Temporary License with Manheim Remarketing, Inc. d/b/a Manheim St. Pete for temporary, nonexclusive use of County property located at St. Pete-Clearwater International Airport.

### **Recommended Action:**

Approval and execution by the County Administrator of the Temporary License (License) with Manheim Remarketing, Inc. d/b/a Manheim St. Pete (Manheim), for temporary, nonexclusive use of 181,614 square feet of County property (4.16 acres MOL) at two separate locations (Premises) located at St. Pete-Clearwater International Airport (PIE).

- This license is for the storage of vehicles in support of Manheim's auto auction operation.
- This license may be terminated by either party with 30 days' notice.
- This license will provide PIE annual revenue of approximately \$67,197.18.
- Revenue from this license is budgeted in FY24 in the Airport Revenue and Operating Fund.

### **Strategic Plan:**

Foster Continual Economic Growth and Vitality

4.1 Proactively attract and retain business with targeted jobs to the county and the region

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

5.2 Be responsible stewards of the public's resources

### **Summary:**

Manheim desires use of the premises with the sole purpose of parking vehicles for their local auto auction operation. This temporary use does not interfere with existing passenger parking or current rental car operations at PIE.

### **Background/Explanation:**

Manheim is an international wholesale car auction company that currently operates 107 locations and is the world's leading provider of vehicle remarketing services. Their local facility operates under the name "Manheim St. Pete" and is located within the Airport Business Park. Manheim is seeking additional parking on a month-to-month basis as necessary to store vehicles for their local auto auction operation.

### **Fiscal Impact:**

This license will provide PIE with revenue of approximately \$5,599.77 monthly, or approximately \$67,197.18 annually, until such time that it is terminated by either party. The rental rate is set at the current land square footage rate of \$0.37.

### **Delegated Authority:**

Authority for the County Administrator to sign this license is granted under Code Section 2-62 (a)(5) and was delegated further to the Director of Administrative Services in accordance with the memo dated December 2, 2019.

**Staff Member Responsible:**

Thomas R. Jewsbury, Airport Director

**Partners:**

N/A

**Attachments:**

Temporary License

## TEMPORARY LICENSE

**THIS TEMPORARY LICENSE**, hereinafter referred to as "LICENSE," is made and entered this 19<sup>th</sup> day of February, 2024(the "Effective Date") by and between PINELLAS COUNTY, a political subdivision of the State of Florida ("COUNTY") and Manheim Remarketing, Inc. d/b/a Manheim St. Pete ("LICENSEE"), a corporation organized and existing under the laws of the state of Delaware authorized to do business in Florida, individually and collectively hereinafter referred to as "Party" or "Parties."

### WITNESSETH:

**WHEREAS**, the St. Pete-Clearwater International Airport ("Airport") is owned and operated by COUNTY and COUNTY has the power to operate the Airport and grant Airport related rights and privileges; and

**WHEREAS**, the COUNTY owns a certain vacant land located on Airport managed property, (the "Temporary Areas"). These areas are currently available for temporary use on a fee basis; and

**WHEREAS**, LICENSEE operates an auto auction and desires the temporary use of the Temporary Areas for the sole purpose of storing vehicles for their auto auction operation; and

**WHEREAS**, COUNTY does hereby grant LICENSEE a LICENSE to enter upon County property as specifically identified herein for LICENSEE's temporary use on a fee basis; and

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and undertakings contained herein, the Parties hereto covenant and agree as follows:

1. **PREMISES:** COUNTY does hereby temporarily license to LICENSEE approximately two separate temporary areas. Area One is 59,483 square feet (1.36 acres MOL), and Area 2 is 122,131 square feet (2.80 Acres) for a total of 181,614 square feet (4.16 Acres MOL) to be used for vehicle storage, as further described and attached hereto in "Exhibit A," hereinafter referred to as the "Temporary Areas" or the "premises." LICENSEE further acknowledges its use of the Temporary Areas will be in an "AS-IS" condition as further defined herein.
  
2. **TERM:** This LICENSE, including the privileges and obligations granted and imposed herein, shall commence on the Effective Date and shall continue on a month-to-month basis until terminated. Either Party has the right to terminate this LICENSE, at any time, by providing the other Party advance written notice of not less than thirty (30) days.
  
3. **LICENSE FEE:** LICENSEE shall pay the first monthly fee on the Effective Date above written. The fee for the Temporary Areas shall be thirty-seven cents (\$0.37) per square foot per year. LICENSEE agrees to pay the COUNTY, without demand, an annual fee of SIXTY-SEVEN THOUSAND ONE HUNDRED NINETY-SEVEN and 18/100 (\$67,197.18) DOLLARS, plus applicable sales tax thereon, payable in twelve (12) equal monthly installments of FIVE THOUSAND FIVE HUNDRED NINETY-NINE and 77/100 (\$5,599.77) DOLLARS, in advance of the first day of each month during the Term of this LICENSE. LICENSEE agrees and covenants to make all payments payable to the "Board of County Commissioners" and forward to the COUNTY's address that appears in the NOTICE section herein below or to such other place as COUNTY may 2

hereinafter designate in writing. Any license fees in the month that this LICENSE terminates shall be prorated.

All payments 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 thirty (30) 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 of \$25.00 shall also be paid to COUNTY for its additional accounting and recording expenses occasioned by such delinquent payments

4. **USE:** COUNTY grants permission to LICENSEE employees, officers, contractors, and subcontractors to enter upon and use the Temporary Areas, which LICENSEE shall use only in accordance with current land use and zoning requirements and any conditions thereto, and solely for the purpose of parking vehicles for their auto auction operation. Any other use of the Temporary Areas without COUNTY'S prior approval is a violation of this LICENSE and will result in its termination.
  
5. **CONDITION OF PREMISES:** Except as otherwise expressly provided herein, LICENSEE accepts the Temporary Areas in an "AS-IS, WHERE-IS" condition. LICENSEE acknowledges that the COUNTY has made no representations or warranties relating to the suitability of the premises for any particular use, and unless otherwise expressly provided in this LICENSE, COUNTY shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the premises. LICENSEE agrees to surrender the premises upon the termination of this LICENSE in a condition substantially similar to the condition of the premises on the Effective Date, ordinary wear and

tear, casualty and condemnation excepted.

6. **ASSIGNMENT:** No assignment of this LICENSE shall be allowed.
  
7. **IMPROVEMENTS:** LICENSEE shall not make any improvements to the Temporary Areas without the COUNTY's written consent. LICENSEE shall be solely responsible for the cost of any and all improvements, repairs, and maintenance of existing property improvements and/or fixtures. The LICENSEE has no authority to cause a lien to attach to the Temporary Areas of other COUNTY property and shall require all contractors and others conducting work on its behalf or at its direction in regard to the Temporary Areas that they must look to the LICENSEE to satisfy all invoices and claims. In the event a lien does attach, LICENSEE shall be required to immediately satisfy the same. Modifications or improvements made during the term of this LICENSE shall become property of COUNTY upon expiration or termination of this LICENSE, unless LICENSEE desires to remove said modifications or improvements which can be removed without damage or injury to the premises. In the event the COUNTY does not desire to accept ownership of such modifications or improvements made by the LICENSEE, LICENSEE shall remove such modification or improvement and restore the impacted areas to their original configuration at LICENSEE's sole cost and expense.
  
8. **MAINTENANCE:** LICENSEE shall maintain premises in good repair and in a neat, orderly, clean, safe and aesthetically pleasing condition in compliance with all codes and laws. LICENSEE shall observe and comply with all requirements, regulations, and governmental directions with respect the environmental protection of the premises. LICENSEE shall also maintain premises so there is no

overgrowth of weeds, infestation of exotic plantings or vermin. COUNTY shall maintain existing road to the premises.

9. **ACCESS TO PREMISES:** COUNTY shall have the right to enter and inspect the premises and the operation being conducted thereon at any reasonable time for the purpose of inspecting or making repairs to the premises or to any property owned or controlled by COUNTY therein, or any other public purpose. Such repairs shall not unduly interfere with LICENSEE's business except as is naturally necessitate by the nature of the repairs being effected.
  
10. **TAXES AND SPECIAL ASSESSMENTS:** In the even that any ad valorem, rental, sales or similar taxes or special assessments are levied upon the premises due to the existence of this LICENSE, then LICENSEE shall pay all such taxes and special assessments so imposed.
  
11. **AIRPORT RESERVATION OF AIR RIGHTS:** COUNTY 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 premises, 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 said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Airport. LICENSEE expressly agrees for itself, its successors and assigns, to restrict the height of structure, objects of natural growth, and other obstructions on the premises to a height so as to comply with Federal Aviation Regulations, 14 CFR Part 77, and orders of the Airport Director made pursuant thereto. LICENSEE expressly agrees for itself, its successors and assigns, to prevent any use of the premises which would interfere with, or

adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

12. **CONFORMITY WITH APPLICABLE LAW:** LICENSEE agrees and covenants to observe and promptly comply with applicable provisions of any and all applicable laws, ordinances, regulations, codes, rules, and orders of any federal, state, county, or municipal agency with jurisdiction over the premises, including authorizations or restrictions of the Public Service Commission applicable to LICENSEE; and with all applicable Airport Rules and Regulations, the Federal Aviation Administration (FAA), and orders of the Airport Director issued pursuant thereto.
  
13. **DAMAGE TO PREMISES:** LICENSEE agrees and covenants to correct and repair, or pay to COUNTY the cost of correction and repair of, any and all damage to COUNTY property caused by LICENSEE, its officers, employees, servants, agents, customers, invitees, contractors or subcontractors, upon written notification by COUNTY of such damage, or upon written notification by COUNTY of the reasonable charges for any labor, material, engineering services, or other cost occasioned thereby, notwithstanding that such written notification may be made after this LICENSE terminates, or such damage occurs thereafter.
  
14. **INDEMNIFICATION:** LICENSEE agrees to indemnify and hold harmless COUNTY and all COUNTY's officers, employees, contractors and subcontractors from and against any and all claims, loss, damages, expense, awards, verdicts, judgments, and liability arising out of, or in connection with, any action, neglect or omission by LICENSEE, its officers, employees, agents, contractors, or subcontractors, including Workers' Compensation coverage pursuant to Florida law, during the performance of this LICENSE, and any extensions thereof,



whether direct or indirect, and whether to any person or property to which COUNTY or said Parties may be subject except that neither LICENSE, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of COUNTY or any of its offices or employees. Nothing herein shall be construed as a waiver of COUNTY's sovereign immunity or further limitation thereof beyond 768.28, Florida Statutes. This indemnification shall survive the termination of this LICENSE.

15. **ACCESS TO PREMISES:** COUNTY shall have the right to enter and inspect the premises and the operation being conducted thereon at any reasonable time for the purpose of inspecting or conducting tests upon the same, for making repairs to the premises or any property owned or controlled by COUNTY therein, or any other public purpose. Shall repairs shall not unduly interfere with LICENSEE's business except as is naturally necessitate by the nature of the repairs being effected.
  
16. **INSURANCE:** The LICENSEE shall obtain and maintain, and require any subcontractors to obtain and maintain, at all times during its performance of this LICENSE, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A-VIII or better. The LICENSEE shall e-mail properly executed and approved Certificate(s) of Insurance to evidence compliance with the insurance requirements of this LICENSE to [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). 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 d)

**for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

No use of the premises shall commence unless and until the required Certificate(s) of Insurance are received, at least five (5) days prior to the Effective Date 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 LICENSE.

All policies providing liability coverage(s), other than Workers' Compensation, obtained by the LICENSEE to meet the requirements of this LICENSE shall include Pinellas County Board of County Commissioners as an Additional Insured. If any insurance provided pursuant to this LICENSE expires prior to the completion of the LICENSE Term, renewal Certificate(s) of Insurance shall be furnished by the LICENSEE to the COUNTY at least thirty (30) days prior to the expiration date.

LICENSEE 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 LICENSEE from its insurer. Notice shall be given by mail to: St. Pete-Clearwater International Airport; 14700 Roosevelt Boulevard, Suite 221; Clearwater, Florida; 33762. Nothing contained herein shall absolve LICENSEE of this requirement to provide notice.

Should LICENSEE not maintain the insurance coverages at any time required herein, COUNTY may terminate this LICENSE upon three (3) days prior notice to LICENSEE.

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 LICENSE with the COUNTY.
- (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 LICENSEE.
- (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.
- (6) Insurance policies shall include waivers of subrogation in favor of Pinellas County from both the LICENSEE and subcontractor(s).

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

(A) Workers' Compensation and Employers Liability:

Limits

Florida Statutory

Per Accident	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability: 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

(C) Business Automobile or Truckers/Garage Liability: covering owned, hired and non-owned vehicles. If the business 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 LICENSEE can show that this coverage exists under the Commercial General Liability policy.

Limit

Bodily Injury and Property Damage	
Combined Single Limit Per Accident	\$ 1,000,000

(D) Excess or Umbrella Liability: excess of the primary coverage required in paragraphs (A), (B), and (C) above:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

(E) Property: LICENSEE will be responsible for all damage to its own property, equipment and/or materials.

17. **NONDISCRIMINATION:** LICENSEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, national origin, or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that the LICENSEE 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, Nondiscrimination 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.
18. **NOTICES:** When notification is required hereunder, such notice shall be sent to the following addresses, or such address as COUNTY or LICENSEE shall hereafter designate in writing. Notice hereunder shall be effective when received.

COUNTY: St. Pete-Clearwater International Airport  
Office of the Airport Director  
14700 Terminal Boulevard, Suite 221  
Clearwater, FL 33762

**LICENSEE:** Manheim Remarketing, Inc.  
c/o Cox Enterprises, Inc.  
6205 Peachtree Dunwoody Road  
Atlanta, Georgia 30328  
Attr: Vice President of Real Estate

With copies to:

Sheley, Hall & Williams, P.C.  
303 Peachtree Street, Suite 440  
Atlanta, Georgia 30308  
Attr: David L. Lester, Esq.

And to:

Manheim Remarketing, Inc. d/b/as Manheim St. Pete  
14950 Roosevelt Boulevard  
Clearwater, FL 33762

19. **AUTHORITY:** The undersigned employee of the LICENSEE hereby attests that said employee has the authority to execute this LICENSE on behalf of LICENSEE.
  
20. **GOVERNING LAW & VENUE:** This LICENSE shall become valid when executed by all Parties. This LICENSE shall be construed according to the laws of the State of Florida, and any legal action sought by either party hereto in connection with this LICENSE shall be brought in the state courts of the State of Florida. Venue for any action brought pursuant to this LICENSE shall be in Pinellas County, Florida., or nearest location having proper jurisdiction.
  
21. **ENTIRE AGREEMENT:** This LICENSE and the exhibits attached hereto, set forth all of the covenants, promises, agreements, conditions and undertakings of

the Parties hereto, and any previous statement or representation, not contained herein, shall not be binding on either of the Parties. No subsequent alteration, amendment, change or addition to this LICENSE shall be binding unless in writing and signed by the Parties. Any previous Licenses will be terminated upon full execution of this Temporary License.

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The Parties acknowledge that each fully intend to rely on the terms of this LICENSE, and each Party is signing this LICENSE in reliance on representations set forth herein.

**PINELLAS COUNTY, FLORIDA**

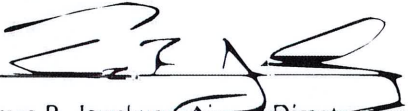
By: Joe Lauro Digitally signed by Joe Lauro  
Date: 2024.02.17 10:51:27  
05:00

Joe Lauro, Director, Administrative Services


**APPROVED AS TO FORM**

By: Cody J. Ward  
Office of the County Attorney

**APPROVED AS TO CONTENT:**

By:   
Thomas R. Jewsbury, Airport Director

**Manheim Remarketing, Inc. d/b/a Manheim St. Pete**

By: 

Print Name: David Burdette

Title: SR. Manager



Exhibit "A" (Page 1 of 2)

Temporary Area 1

A portion of Parcel #: 04-30-16-00000-140-0600

Approx: 59,483 square feet (1.36 Acres MOL)

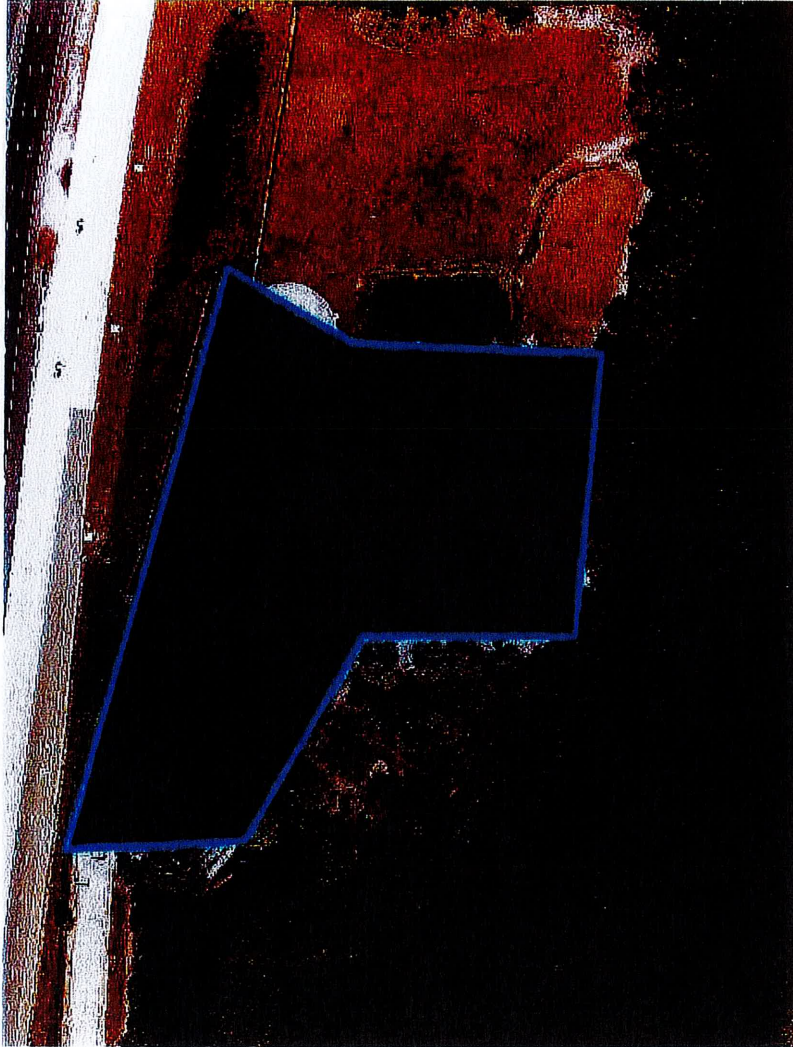


Exhibit "A" (Page 2 of 2)

Temporary Area 2

A portion of Parcel #: 33-29-16-70380-400-0201

Approx: 122,131 square feet ( 2.80 Acres MOL)



**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.

## Exhibit "B"

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

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.

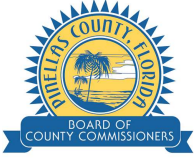
#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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;

**Exhibit "B"**  
**St. Pete-Clearwater International Airport**  
**FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS**

- 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

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**File #:** 24-0514A, **Version:** 1

**Agenda Date:** 4/23/2024

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**Subject:**

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending March 31, 2024.

**Recommended Action:**

Accept the receipt and file report of purchasing items delegated to the County Administrator.

**Strategic Plan:**

Deliver First Class Services to the public and Our Customers.

5.3 Ensure effective and efficient delivery of county services and support.

**Summary:**

The Board of County Commissioners (Board) has delegated authority to the County Administrator to approve purchases and other purchasing related processes with the requirement that all approvals be submitted for receipt and file on a quarterly basis.

**Background Information:**

The County Administrator has delegated authority to award contracts up to \$250,000.00 in a fiscal or calendar year. For purchases initiated from State of Florida bids or negotiated contracts, the County Administrator has delegated authority to approve in any amount. The County Administrator has delegated authority to increase maintenance, repair and operating contracts in an amount not to exceed fifty percent (50%) of the amount previously approved by the Board subject to the same unit pricing, terms and conditions. The County Administrator has delegated authority to extend the term of Board approved contracts above the threshold of \$250,000.00 pending all prices, terms and conditions remain the same.

The County Administrator has delegated authority to approve change orders and amendments in an amount not to exceed \$250,000 or ten percent (10%), whichever is less, and to release retainage and close out construction type contracts when the change order does not exceed \$250,000.00 or ten percent (10%) of the total award, whichever is less.

The County Administrator also has delegated authority to approve emergency purchases up to \$250,000.00. Emergency purchases in excess of \$250,000.00 are approved by the County Administrator and entered into the minutes of the Board of County Commissioners via the receipt and file report.

Lastly, the County Administrator has delegated the authority for non-purchasing items pursuant to Section 2-62 in an amount not to exceed \$25,000.00 to the Director of Administrative Services.

**Fiscal Impact:**

The attached list contains approvals of competitive sealed bidding, Florida State contracts, master purchase agreement increases, emergency purchases, contract extensions, and items delegated to the Administrative Services Director as per County Code 2-62, 2-164, 2-176, 2-177, 2-178, 2-180, 2-181, 2-184 and 2-185.

**Staff Member Responsible:**

Barry A. Burton, County Administrator

Joe Lauro, Director, Administrative Services

Merry Celeste, Division Director, Purchasing & Risk, Administrative Services

**Partners:**

N/A

**Attachments:**

List of Purchasing items approved by the County Administrator and the Director of Administrative Services for quarter ending March 31, 2024.