



Pinellas County

Staff Report

File #: 25-0495A, **Version:** 1

Agenda Date: 4/22/2025

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending March 31, 2025.

Recommended Action:

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

Strategic Priorities:

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction

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:

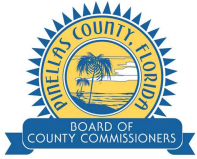
Barry A. Burton, County Administrator
Joe Lauro, Director, Administrative Services
Merry Celeste, Purchasing Director, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing items approved by the County Administrator and the Director of Administrative Services for quarter ending March 31, 2025.



Pinellas County

Staff Report

File #: 25-0072D, **Version:** 1

Agenda Date: 3/31/2025

Subject:

Transportation Permit with Pinellas Suncoast Transit Authority at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the Director of Administrative Services of the Transportation Permit (Agreement) with Pinellas Suncoast Transit Authority at St. Pete-Clearwater International Airport (PIE).

- The Agreement establishes terms and responsibilities for PSTA to launch a new on-demand service between PIE and Clearwater Beach/Sand Key.
- The Agreement clarifies insurance requirements and operational details for this new service.
- The Agreement is terminable by either party with 30-days notice.

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 Agreement allows PSTA to provide on-demand service between PIE and Clearwater Beach/Sand Key.

Background/Explanation:

Rides on the new service will cost \$8.00 (tentative) and be booked using the same Spare app as PSTA Access but with a special user interface for the new service.

Ford StarCraft vans that can accommodate 12 - 15 people will be used for the service.

After hours service will be provided by PSTA through subsidized local taxis. Pick-up times are expected to be 30 minutes or less, with the heaviest demand on weekends when most flights arrive. PIE's major carrier is Allegiant, along with Sun Country and charter services.

Fiscal Impact:

N/A

Delegated Authority:

Authority for the County Administrator to sign this Agreement is granted under Code Section 2-26 (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, Director, St. Pete-Clearwater International Airport

Partners:

PSTA

Attachments:

Transportation Permit

TRANSPORTATION SERVICE PERMIT

THIS TRANSPORTATION SERVICE PERMIT, hereinafter referred to as "Permit," is made and entered this 31st day of January, 2025 between **PINELLAS COUNTY, FLORIDA**, hereinafter referred to as "COUNTY," and **PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**, hereinafter referred to as "PERMITTEE ", hereinafter collectively referred to as the "PARTIES."

WHEREAS, Pinellas County is a political subdivision of the State of Florida and owns and operates the St Petersburg-Clearwater International Airport (Airport); and

WHEREAS, PERMITTEE desires to establish service at the St. Pete-Clearwater International Airport (PIE) as a Pilot Program; and

WHEREAS, space is available near the terminal building to accommodate this service.

NOW THEREFORE, the PARTIES agree as follows:

1. **PREMISES:** Subject to availability, COUNTY hereby grants permission to PERMITTEE to enter and use a portion of real property identified on the sketch attached hereto as Exhibit "A".
2. **USE:** Provided that the premises are available for PERMITTEE'S use, COUNTY grants permission to PERMITTEE'S employees and vehicles to enter the Premises for the sole purpose of providing public transportation service and parking of PERMITTEE owned and operated vehicles.
3. **TERM & TERMINATION:** This Permit is for a term commencing on the date hereof and shall remain in effect until either PARTY agrees to give thirty (30) days' written notice of termination. The Airport Director or his designee will have the authorization to issue said 30-day notice for the COUNTY. The PERMITTEE's CEO will have the authorization to issue said 30-day notice for the PERMITTEE.
4. **GOVERNING LAW:** This Permit shall be governed by the laws of the State of Florida. Venue for any state action arising under this Permit shall lie solely in the state courts located in Pinellas County, Florida, and for any federal action shall lie solely in the US District Court, Middle District of Florida, Tampa Division.

5. **INSURANCE:** PERMITTEE shall procure, pay for and maintain during the term of this Permit, insurance as described in Exhibit "B" attached hereto and made a part hereof. The Parties recognize that the PERMITTEE's self-insurance program is acceptable instead of the insurance requirements described in Exhibit "B" and a Certificate of Insurance shall be provided by the PERMITTEE.

6. **NOTICES:** To be sent to the COUNTY at the following address:

St. Pete-Clearwater International Airport
ATTENTION: Airport Director
Terminal Building, Suite 221
Clearwater, Florida 33762

and to the PERMITTEE at the following address:

Pinellas Suncoast Transit Authority
ATTENTION: Chief Executive Officer
3201 Scherer Drive
St. Petersburg, Florida 33716

7. **AUTHORITY:** The undersigned employee of the PERMITTEE hereby attests that said employee has the authority to enter into this Permit on behalf of PERMITTEE. The undersigned has no interest, direct or indirect in the property contained in this Permit. The undersigned executes this Permit in compliance with all known statutes, regulations, executive orders, management and budget circulars, commandant instructions and Department of Transportation policies.

8. **CONSIDERATION:** No fees are associated with this Permit.

9. **INDEMNIFICATION:** The County and the PERMITTEE shall be fully responsible for their own acts of negligence and their respective employees' and/or agents' acts of negligence, when such employees' and/or agents' are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes and in accordance with the doctrine of sovereign immunity. Nothing herein is intended to serve as a waiver of sovereign immunity or the limitations of liability provided in section 768.28, Florida Statutes, by either the County or the PERMITTEE. Nothing herein shall be construed as consent by the County or the PERMITTEE to be sued by third parties in any matter arising out of this Agreement.

Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

10.

IMPROVEMENTS: PERMITTEE will be responsible for the design, permitting, procurement, installation and construction of any facilities at PIE. PERMITTEE will coordinate with the appropriate airport staff and submit a Tenant Improvements Application Form to the airport for approval prior to beginning construction. All infrastructure installed by PERMITTEE will be maintained and operated by them throughout the duration of this Permit. If the PERMITTEE hires an independent contractor to perform PERMITTEE Licensee's activities on the leased property, then the COUNTY shall require the contractor to carry insurance naming the COUNTY as an additional insured and to indemnify and hold harmless the COUNTY, its officers and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon COUNTY for damages 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, or from any claims or amounts arising or recovered under the "Workers Compensation Law" or any other laws, ordinances, rules, regulations, orders or decrees, arising out of or in consequence of CONTRACTOR'S use of COUNTY'S Property, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of CONTRACTOR or COUNTY, except only such injury or damage as shall have been occasioned by the respective sole negligence of COUNTY and from any third party claims arising from the activities. All costs associated with the design, permitting, procurement, installation, construction, maintenance and operation of any permittee infrastructure at PIE will be the responsibility of PERMITTEE. Any assets that operate or will be temporarily stored on airport property are required to be licensed and properly insured. County will not be liable for any loss of a PERMITTEE asset or facility.

11. **ACKNOWLEDGMENT:** The PARTIES acknowledge that each of the PARTIES fully intends to rely on the terms of this Permit, and each party is signing this Permit in reliance on representations set forth herein.

12. **RESTORATION:** Upon completion of PERMITTEE'S use of premises, PERMITTEE agrees to vacate the premises in good condition and restore any damage or wear and tear to the premises original condition. The COUNTY may elect to allow improvements to remain at their sole discretion.

13. **PROPERTY RIGHTS RESERVED:** This Permit and all provisions hereof are subject and

subordinate to the terms and conditions of the instruments and documents under which the COUNTY 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 this Permit from the COUNTY, 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 COUNTY pertaining to the St. Petersburg-Clearwater International Airport.

- 14. ENTIRE AGREEMENT:** This Permit sets forth all the covenants, promises, agreements, conditions and undertakings the PARTIES hereto and no previous statements or representations not contained herein shall be binding on either of the PARTIES. No subsequent alteration, amendment, change or addition to this Permit shall be binding unless in writing and signed by the PARTIES.

The remainder of this page intentionally left blank.
Signature Page follows.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be issued and Pinellas Suncoast Transit Authority by and through its authorized officers, has accepted and shall meet and fully discharge the conditions, terms, and covenants set forth hereinabove on the day and year written below.

PINELLAS COUNTY, FLORIDA

By: **Joe Lauro** Digitally signed by Joe Lauro
Date: 2025.01.30 05:02:14
-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: [Signature]
Thomas R. Jewsbury, Airport Director

PERMITTEE

PINELLAS SUNCOAST TRANSIT AUTHORITY

Authorized Signatory

By: [Signature]

Printed Name: Brad Miller

Title: Chief Executive Officer

ATTEST:

Rachael Cappolla
Rachael Cappolla

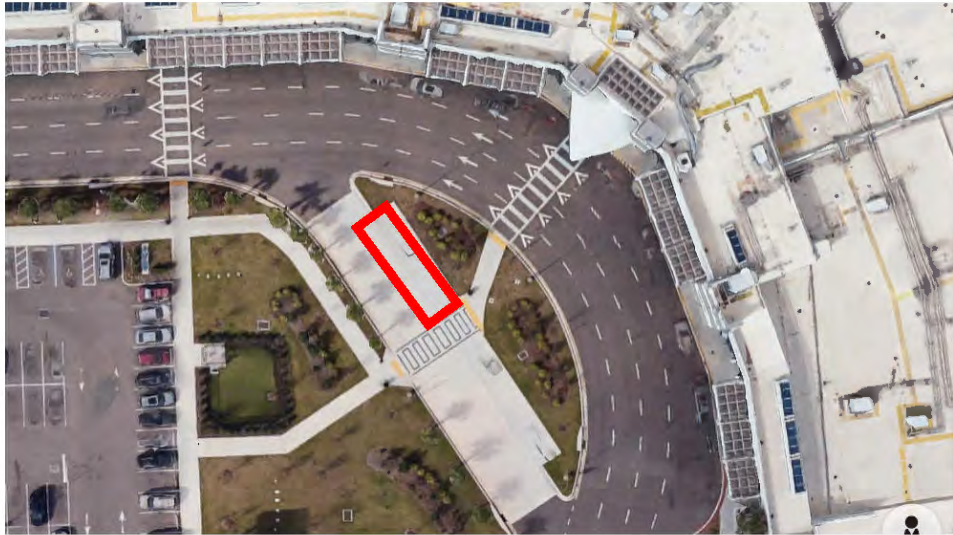
Approved as to form: [Signature]

Alan S. Zimmet, General Counsel

Exhibit "A"

Premises

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
Dropoff Area**



Pickup Area

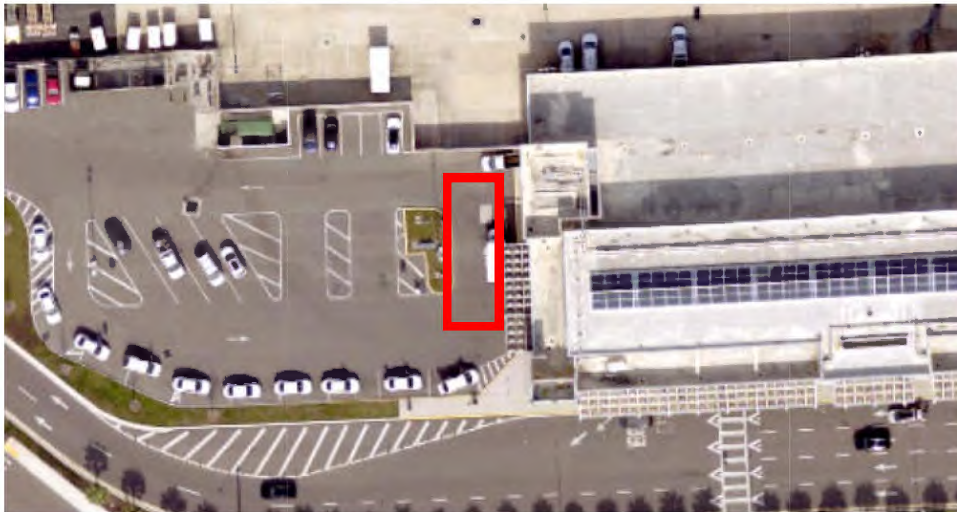


Exhibit "A"

Premises

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
Vehicle Storage Area in Ground Transportation Lot - 2 Spaces**



Exhibit "B"

Insurance Requirements

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)

PERMITTEE shall, at its sole expense, maintain in full force and effect at all times during the Term of this PERMIT, the insurance limits, coverages and endorsements required herein and require any subcontractors to obtain and maintain, at all times during its performance of the PERMIT, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.* 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. Neither the requirements contained in this Article 9 nor COUNTY's review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by PERMITTEE under this PERMIT.

Commercial General Liability. PERMITTEE shall maintain Commercial General Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence; Two Million Dollars (\$2,000,000) Aggregate including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. Fire Legal Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000). Medical Payments insurance (when available) with a limit of not less than Five Thousand Dollars (\$5,000). Coverage shall be provided on a primary basis.

Business Auto Liability. PERMITTEE shall maintain Business Automobile Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence for owned, non-owned and hired automobiles. In the event PERMITTEE has no owned automobiles, PERMITTEE shall only be required to maintain Hired & Non-Owned Auto Liability insurance. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability insurance or separate Business Auto Liability insurance. Coverage shall be provided on a primary, non-contributory basis.

Workers' Compensation & Employers Liability. PERMITTEE shall maintain Workers' Compensation & Employers Liability insurance of no less than \$500,000 per occurrence and in accordance with Florida law. This coverage shall be provided on a primary basis. In the event PERMITTEE subcontracts any portion of the work or services required or permitted by this PERMIT to another party, PERMITTEE shall be responsible for ensuring the

subcontractor maintains Worker's Compensation & Employers Liability insurance, or PERMITTEE shall provide coverage under its own Worker's Compensation & Employers Liability policy on behalf of the subcontractor. A waiver of subrogation in favor of the COUNTY shall be provided by the PERMITTEE and subcontractor(s) prior to beginning any work under this PERMIT. Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The COUNTY shall have the right, but not the obligation to determine that the PERMITTEE is only using employees named on such list to perform work under this PERMIT. Should employees not named be utilized by PERMITTEE, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the PERMITTEE occurs, or alternatively find the PERMITTEE to be in default and take such other protective measures as necessary.

Additional Insured Endorsement. PERMITTEE shall endorse COUNTY as an Additional Insured on each liability insurance policy required to be maintained by PERMITTEE, except for the Worker's Compensation insurance policy. The CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. The Additional Insured endorsements shall provide coverage on a primary, non-contributory basis. 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. The Additional Insured endorsement shall read "Pinellas County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Airport Executive Directors Office, 14700 Terminal Blvd., Suite 221, St. Pete-Clearwater International Airport, Clearwater, Florida 33762." The actual "Additional Insured" endorsement(s) evidencing that the conditions set forth in this paragraph have been met shall be provided to the COUNTY by the PERMITTEE prior to beginning any work under this PERMIT.

Certificate of Insurance. PERMITTEE shall provide COUNTY with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this PERMIT, PERMITTEE shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.

Waiver of Subrogation. PERMITTEE agrees by way of entering this PERMIT in writing to a Waiver of Subrogation for each required policy providing coverage during the

Term of this PERMIT. When required by the insurer or should a policy condition not allow a pre-loss PERMIT to waive subrogation without an endorsement, PERMITTEE shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should PERMITTEE enter into such a PERMIT on a pre-loss basis.

Deductibles, Coinsurance, & Self-Insured Retention. PERMITTEE shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy. 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

Right to Review or Reject Insurance. COUNTY's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article 9 from time to time throughout the Term of this PERMIT. COUNTY may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, COUNTY shall provide PERMITTEE a written notice of rejection, and PERMITTEE shall comply within thirty (30) days of receipt of the notice. COUNTY reserves the right to review and request a copy of the PERMITTEE's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

All subcontracts between PERMITTEE and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to PERMITTEE to the same extent PERMITTEE is bound to the COUNTY by the terms of this PERMIT, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from PERMITTEE to the COUNTY at the election of the COUNTY upon termination of the Contract; (3) provide that COUNTY will be an additional indemnified party of the subcontract; (4) provide that the COUNTY will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the COUNTY and other insurance terms and/or conditions as outlined in Article 9 of this PERMIT (6) assign all warranties directly to the COUNTY; and (7) identify the COUNTY as an intended third-party beneficiary of the subcontract. PERMITTEE shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of this PERMIT to which the subcontractor will be bound by Article 9 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with this PERMIT.

No Representation of Coverage Adequacy. PERMITTEE acknowledges the limits, coverages and endorsements required by this Article 9 are intended to minimize liability for COUNTY. PERMITTEE agrees that it will not rely upon the requirements of this Article 9 when assessing the extent or determining appropriate types or limits of insurance coverage to protect PERMITTEE against any loss exposures, whether as a result of this PERMIT or otherwise.