



Pinellas County

Staff Report

File #: 25-1236A, **Version:** 1

Agenda Date: 9/18/2025

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending June 30, 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:

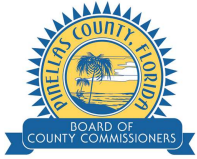
Barry A. Burton, County Administrator
Joe Lauro, Director, Administrative Services
Merry Celeste, Purchasing Director, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing items approved by the County Administrator and the Director of Administrative Services for quarter ending June 30, 2025.



Pinellas County

Staff Report

File #: 25-0479D, **Version:** 1

Agenda Date: 6/30/2025

Subject:

Charlotte County Public Safety Fire Training Center Services Contract for waiver of the County's Indemnification Policy detailed in Resolution No. 06-70.

Recommended Action:

Approval and execution by the County Administrator of the Charlotte County Public Safety Fire Training Center Services Contract between Pinellas County ("Customer") and Charlotte County ("County") for waiver of Pinellas County's Indemnification Policy detailed in Resolution No. 06-70.

- (Non-Purchasing Item) Airport Rescue Fire Fighting Live Training Services, for St. Pete - Clearwater International Airport's (PIE) Airport Fire Rescue Fire Fighting (ARFF) Team facilitated by Charlotte County.
- After meeting with Charlotte County, they will not accept modifications to their contract. The only exception the Charlotte County is willing to make is Payment Terms of Net 45. The contract will not include Fiscal Non-Funding or a total not-to-exceed (NTE) amount, however (PIE) has confirmed they have sufficient budget required for this training.
- The total projected cost for year one (FY25) is \$7,950.00 for 14 PIE ARFF team members. The contract will auto-renew for two successive one (1) year periods for a maximum term of three years for a total amount of \$23,850.00 (FY25 - FY28), or an annual aggregate of \$7,950.00. PIE has available funds in the Adopted Budget for this training expense.

County contract No. 25-0604-A for a not to exceed of \$23,850.00 over 3-years.

Strategic Priorities:

Healthy and Safe Communities

2.1 Improve Public Health

2.2 Enhance Community Safety

Summary:

The Federal Aviation Administration (FAA) mandates Commercial Service Airports, (PIE) is considered a Commercial Service Airport, to have an Airport Rescue Fire Fighting (ARFF) Team on location anytime Commercial Airplanes are landing or departing the Airport. The Airport ARFF Team consists of, three (3) special-made ARFF trucks, one (1) Fire Chief, three (3) Lieutenants, and ten (10) Firefighters.

The FAA Advisory Circular AC 150/5210-17C, outlines the requirements for ARFF Personnel to be current, proficient, and frequency of training in order to maintain certification. One of many requirements is Live-Fire Drills (both initial and recurrent) which each firefighter must pass and provide proof to the FAA.

Each Part 139 certificate holder must ensure all ARFF personnel participate in at least one live fire drill every twelve (12) Consecutive Calendar Months. This drill must include at least a pit fire with an aircraft mock-up, using enough fuel to provide a fire that simulates realistic firefighting conditions. The conditions should simulate the type of fire that could be encountered on an air carrier aircraft at the airport. The drill should provide an opportunity for the firefighting team familiarized with the use of all fire extinguishing equipment, enhance their confidence and abilities with the equipment they will use in an actual accident/incident, and develop tactics, strategies, and procedures. If possible, a simulated rescue of aircraft occupants will help create a realistic simulation.

Therefore, this request is to obtain required trainings from Charlotte County (FAA Certificated Live Fire Training Facility), at \$500/per person so the PIE ARFF Team can maintain its certifications, and for one firefighter's initial 40-hour course, at \$950/per person.

Background Information:

The PIE ARFF Team trained for decades at Tampa International Airport (TPA) for its Live Fire Training. However, in the beginning of 2024, the FAA downgraded the facility to allow only the TPA ARFF Team to utilize the facility and no other outside agencies. Therefore, the PIE ARFF Team is in need of another FAA Certified facility, and the next closest facility is in Charlotte County. This facility will also be able to provide the Initial mandated 40-hour course, which we usually have had to send our New Hires to Jacksonville or South Carolina.

Resolution No. 06-70 disallows the County's indemnification of other parties; the County's Policy may only be waived based on the availability of the goods or services from other sources and the County's need/desire for the goods or services. Based on the unavailability of alternate sites for this training, and the need to provide (PIE) with adequate FAA required training, the criteria to waive the County's Indemnity Policy has been met.

Fiscal Impact:

The total projected cost for the initial one (1) year contract (FY25) is \$7,950.00 for 14 PIE ARFF team members. The contract will auto-renew for two successive one (1) year periods for a maximum term of three years total. The total anticipated recurring training expenses for the three (3) year contract are \$23,850.00 (FY25 - FY28), or an annual aggregate amount of \$7,950.00. The department has available funds in their Operating Budget for this training expense.

Staff Member Responsible:

Thomas R. Jewsbury, Executive Director, Airport
Mark E. Sprague, Deputy Director, Airport Operations and Facilities

Partners:

Charlotte County

Attachments:

Agreement

Charlotte County Public Safety
Fire Training Center Services Contract

THIS CONTRACT is entered into and effective the 3rd day of June 2025, (the "Effective Date") by and between Charlotte County, a political subdivision of the State of Florida, ("County"), and Pinellas County, a political subdivision of the State of Florida, ("Customer").

WHEREAS, County desires to offer contract training to respond to workforce development needs of employers through its live fire training facility known as the Charlotte County Public Safety Training Center (the "Training Center"); and

WHEREAS, Customer is in need of, and desires to obtain, contract Training Center services from County.

NOW AND THEREFORE, in consideration of these premises and the terms and conditions set forth herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES. County shall provide Training Center services to Customer's employees pursuant to the class rate schedule attached as Exhibit A. Training will be scheduled and delivered in accordance with the terms and conditions herein, as supplemented by the Class Rate Schedule and the Training Center Code of Conduct.

- a) Customer shall pay County based on Customer's selections from the class rate schedule and based on the space available at the Training Center. Payment for Training Center services shall be due based on the invoice's terms. The fees and terms described on the class rate schedule are subject to change; however, the Customer may terminate this agreement by delivering notice no later than 30 days after receiving notice of the issuance of a revised class rate schedule. The class rate schedule shall also describe the payments that may be required if Customer cancels training without meeting the requirements of the Class Rate Schedule.
- b) Neither party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused by a Force Majeure such as a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform. However, a party must notify the other party that it intends to invoke this paragraph and such notice must be delivered and received no later than thirty (30) days after the cause of the failure or delay of performance is known to the claiming party. For ongoing disruptions, a party shall be deemed to have knowledge of the Force Majeure when a reasonable person would reasonably know of the existence of the Force Majeure. Failure to provide notice under this paragraph shall be deemed a waiver of a claim under this paragraph. Neither party may invoke the provisions of this paragraph to

avoid liability for Force Majeure events that occurred before the Effective Date.

- c) Customer shall ensure each of its employees completes a release form in form and substance as shown in Exhibit B prior to starting training. In the event a student refuses to complete the County release form, the student shall not be permitted to receive training and Customer shall be charged for the training. Customer shall require each of its employees to sign the Training Center Code of Conduct and shall ensure that each employee understands and complies with its provisions. Failure of Customer's employees to comply with the Code of Conduct may result in the employee being barred from the Training Center. Customer acknowledges that payment will remain due for employees that have been barred from training based on a violation of the Code of Conduct. The parties agree that Customer may appeal a violation of the Training Center Code of Conduct to the Charlotte County Administrator and that his or her determination shall be final.

2) TRAINING CENTER LOCATION. Training will be conducted at 26571 Airport Road, Punta Gorda, Florida 33982.

3) PAYMENT. County will submit invoices no later than thirty (45) days after a class is scheduled. Customer, or Customer's Purchasing Agent, shall pay invoices submitted by County no later than (45) days prior to the scheduled start date. Payment will be made according to the invoice's terms.

4) TERM, TERMINATION, AND AMENDMENT.

- a) TERM. This Contract shall be effective as of the effective date and shall remain in force for a period of one year. Thereafter, this contract shall renew automatically for two successive one-year periods for a maximum term of three years total unless terminated by either party as described below.
- b) TERMINATION. Either party shall have the right to terminate this Contract with or without cause upon thirty (30) days prior written notification to the other party. However, no cancellation shall interrupt or interfere with classes already begun during the term such notice is given. Termination shall also cancel future classes, subject always to the terms of the class rate schedule. Such termination shall be in writing, signed by the duly authorized officer of the party terminating the Contract, and shall be sent certified mail, return receipt requested, or overnight delivery to the parties listed in the Notice Section of this agreement.
- c) AMENDMENTS. The terms of this Contract may be amended at any time only by formal written amendment to this Contract executed by both parties. All amendments shall be attached to and become a part of this Contract.

5) **POLITICAL SUBDIVISION; FLORIDA LAW.** The parties hereto acknowledge and agree that County is a political subdivision of the State of Florida. The parties acknowledge the performance under this Contract is subject to the provisions and limitations of Section 768.28, Florida Statutes (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the state of Florida or any party hereunder to be sued; or (iii) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

6) **MISCELLANEOUS.**

- a) **APPLICABLE LAW.** The validity, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Florida, without regard to the principles of conflicts of law.
- b) **USE OF MATERIALS.** Unless otherwise provided herein, County owns all rights in all original materials it provides to the Customer or its students during the delivery of this training, including any curriculum materials. Customer agrees that it will not permit anyone to duplicate or reproduce any materials in any manner without County's prior written permission.
- c) **INSURANCE.** The Customer, as a City, County, or other agency in need of County's services, shall ensure that students attending the class are its employees, are participating in the training as part of their employment, and are covered under the Customer's Worker's Compensation coverage at not less than the Florida statutory limits.
- d) **INDEMNIFICATION.** Subject to the provisions and limitations of Section 768.28, Florida Statutes, if applicable to the Customer, the Customer agrees to indemnify, defend and hold harmless County, and County's respective officers, agents, representatives and employees from and against any and all claims, liabilities, losses, lawsuits, judgments and expenses, including attorneys' fees and court costs, arising directly or indirectly from any negligent act or failure to act by the Customer or any of its employees which may occur during or arise out of the negligent performance of this Contract, whether foreseeable or unforeseeable. This provision shall continue beyond termination or expiration of this Contract.
- e) **INDEPENDENT CONTRACTORS.** It is understood that the parties are independent contractors and shall have neither supervision nor control over the other party's employees, agents, representatives and volunteers in the performance of their duties under this Contract. Neither party shall in any manner use the credit or name of the other party in connection with its business nor affairs except as specifically authorized in this Contract or as

approved in writing prior to such use by the other party.

- f) SEVERABILITY; WAIVER. This Contract is severable such that should any provision of this Contract be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable. No waiver or delay in enforcement of any breach of any provision of this Contract shall constitute a waiver of any preceding or succeeding breach or delay in enforcement of any other provision of this Contract.

7) NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

If to County:

Jason Fair, Public Safety Director
26571 Airport Road
Punta Gorda, Florida 33982
Phone: (941) 833-5600
Email: Jason.Fair@charlottecountyFL.gov

with a copy to:

Charlotte County Attorney's Office
18500 Murdock Circle, Building A, Suite 573
Port Charlotte, Florida 33948

If to Customer:

Mark Sprague,
msprague@fly2pie.com,
727-453-7802

8) AUTHORITY TO SIGN. Customer's signatory below certifies to Charlotte County that he or she is authorized to enter into this Agreement on Customers and that Charlotte County may rely in all respects on the assertions contained in this paragraph.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: 
Hector Flores, County Administrator

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: 
Deputy Clerk 

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Janette S. Knowlton, County Attorney
LR25-0488 

Customer Signature Page

Customer:

Pinellas County

By:

A handwritten signature in cursive script, appearing to read "Barry Burton", is written over a circular official seal of Pinellas County.

Printed Name: Barry Burton

Title: County Administrator

Date: June 3, 2025

APPROVED AS TO FORM
By Keiah Townsend
Office of the County Attorney

Class Rate Schedule

40 Hr. ARFF Class	\$950.00
FAR 139 ARFF Refresher	\$500.00
Daily Gear Rental	\$150.00 per training session
Turnout Coat	
Turnout Pants	
Helmet	
Gloves	
Hood	
Boots	
*SCBA's/Mask included	

Charlotte County Live Fire Burn Training Cost Breakdown

Number	Name	Position	Amount
1	Jeff Carrington	Chief	\$500.00
2	Michael Van Schoonhoven	Lieutenant	\$500.00
3	Patrick Carroll	Firefighter	\$500.00
4	Cameron Moeller	Firefighter	\$500.00
5	Richard Davis	Firefighter	\$500.00
6	Jacob Duncan	Lieutenant	\$500.00
7	Mike Franklin	Firefighter	\$500.00
8	Darren Ware	Firefighter	\$500.00
9	Arondel De Hayes	Firefighter	\$500.00
10	Greg Grabowski	Firefighter	\$500.00
11	Michael Davis	Lieutenant	\$500.00
12	Leon Hammond	Firefighter	\$500.00
13	Gregory Baez	Firefighter	\$500.00
14	Robert Horan	Firefighter	\$500.00
15	Initial 40 hr course	Firefighter	\$950.00
TOTAL			\$7,950.00

Charlotte County Waiver and Release

In consideration of being permitted to participate in the Aircraft Rescue Firefighter Training (hereinafter "**Training**"), you hereby attest that, after reading this *Charlotte County Waiver and Release* form completely and carefully, you acknowledge that participation in the Training by you is entirely voluntary, and that you understand and agree as follows:

I agree to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature (hereinafter collectively referred to as "**Claims**") associated with all risks which are inherent to my participation in the Training which risks may include, among other things, cuts, lacerations, puncture wounds, burns, bruises, muscle injuries, broken bones, electrocution and death, whether such risks are open and obvious or otherwise. Further, I hereby release, covenant not to sue, and forever discharge Charlotte County, a political subdivision of the State of Florida, its representatives, agents, and employees (hereinafter "**Released Party**") of and from all Claims arising in any manner out of or in any way connected with my participation in the Training.

I agree to indemnify and hold the Released Party identified herein, from and against any and all Claims arising out of or in any way connected with my participation in the Training including, but not limited to, all attorneys' fees and costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon and in defense thereof up through and including any appeal. I understand and agree that this indemnity includes any Claims based on the action or inaction of the Released Party and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or either before, during or after participation in the Training. I agree that I am not relying on Charlotte County to have arranged for, or carry, any insurance of any kind for my benefit in the Training, and that I am solely responsible for obtaining any mandatory or desired life, accident, property, or other insurance related to my participation in the Training, at my own expense if not covered by my employer.

I hereby certify that I am physically fit for participation in the Training and have the skill level required in conjunction with the Training, and I have not been advised otherwise. I acknowledge that I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 during the Training, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Training may result from the actions or omissions of myself and others. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Training, I voluntarily, choose to assume all the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, or death arising from or in connection with participation in the Training.

By signing below, I certify that: (1) I have fully and completely read and understand this Charlotte County Liability Waiver and Release; (2) I am 18 years of age or older; (3) The information pertaining to me is true and complete; and (4) I consent and agree to all the foregoing on behalf of myself.

Signature of Participant

Printed Name of Participant

Date (MM/DD/YYYY)

Emergency Contact Name

Emergency Contact Number (w/area code)

Charlotte County Fire & EMS Training Center



Student Handbook

Code of Conduct:

1. All students shall park in the designated parking
2. Obey facility speed limits.

Charlotte County Fire & EMS Training Center

26571 Airport Road

Punta Gorda, FL 33982



CHARLOTTE COUNTY FIRE- EMS

Training Center Student Handbook



3. Class hours will be established for each program. Students are expected to attend all classes or trainings within their program at a timely manner
4. Pagers, cell phones, and all other electronic devices will be turned to silent while partaking in training or classroom activities. Cell phone use is accepted in the event of a family emergency, operation need unless operating a department vehicle, or approved by the senior officer on scene.
5. The use of personal electronic recording devices is expressly prohibited by personnel in accordance with County Facility Rules unless written permission has been obtained from the Fire Chief. Exceptions may include recordings conducted by training staff personnel.
6. Students will always conduct themselves in a professional manner, be considerate of others welfare and personal property.
7. Students will be respectful to instructors and other students whereas the use of profane, obscene, or demeaning language will not be tolerated at any time. Any form of violent behavior, sexual harassment, or intimidating behavior will not be tolerated. Students found guilty of such behavior will be subject to disciplinary actions including dismissal from the program.
8. Students will address the instructors by rank when known and follow orders or assigned task by a person in authority.
9. Trainings will be conducted in a formal atmosphere. Any discourtesy toward instructors or other students, distractions during training, inattention, or disruptive behavior will not be tolerated.
10. Eating and drinking in classrooms will be at the discretion of the course coordinator.
11. Students shall return from breaks at the allotted time.
12. Use of tobacco products, alcohol, or drugs on site is strictly prohibited and will result in immediate dismissal.
13. Students shall not leave the training premises without informing their respective instructor.
14. Students are responsible for their own gear or classroom materials in which appropriate gear is expected to be worn in designated training areas.

Dress Code:

While attending a class or training program at Charlotte County's Fire & EMS Training Center, it is each student's responsibility to use good judgement in selecting attire that conducts a professional image and is appropriate for both training and classroom



CHARLOTTE COUNTY FIRE- EMS

Training Center Student Handbook



activities. Student attire can be determined as inappropriate at the instructor's discretion in which the student may be instructed to change into proper clothing.

Student Responsibilities:

You have enrolled into a specific Certification Course or certification intended to provide training that requires your commitment. The responsibility of each student entering the CCFE Training Center or Charlotte County Fire & EMS Headquarters facility is as follows:

1. Complete any course assignments or training.
2. Attend all training sessions.
3. Complete any prerequisites prior to the training
4. Bring necessary training materials, gear, and equipment to each training as specified by your respective instructor.

Disciplinary Action Policy:

Students who do not adhere to the CCFE Training Center Student Handbook may be subject to disciplinary action at the discretion of his or her employer.



CHARLOTTE COUNTY FIRE- EMS

Training Center Student Handbook



Agreement:

I have read and understood the Code of Conduct, Dress Code, Student Responsibilities, and Disciplinary Action Policies within this Student Handbook for the Charlotte County Fire & EMS Training Center.

I agree to abide by these documents.

Name (Printed):

Signature:

Date:

Return this page to your instructor when completed