

Pinellas County

Staff Report

File #: 22-0558D, **Version:** 1

Agenda Date: 6/30/2022

Subject:

Operating Permit for Non-Exclusive Commercial Ground Transportation with Bre Newton Hotels Property Owner, LLC dba Homewood Suites by Hilton at the St. Pete-Clearwater International Airport.

Recommended Action:

Approval of the Operating Permit for Non-Exclusive Commercial Ground Transportation (Permit) with Bre Newton Hotels Property Owner, LLC dba Homewood Suites by Hilton (Homewood) at St. Pete-Clearwater International Airport (PIE).

- This Permit allows Homewood to provide shuttle service to PIE.
- The Permit is for five (5) years.
- The annual Permit fee is \$600.00.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity

Deliver First Class Services to the Public and Our Customers

5.4 Strive to exceed customer expectations

Summary:

This Permit will allow Homewood the rights and privileges necessary to continue operating its courtesy shuttle service to transport hotel guests to and from PIE. The Permit is for five (5) years with a 30-day termination clause.

Background/Explanation:

Homewood currently provides courtesy shuttle service to and from the Airport for its hotel guests, and this Permit would allow them to continue operating in the Airport's Terminal Ground Transportation Area. The Permit is for pre-arranged pickups only.

Fiscal Impact:

The permit fee is \$600.00 annually that will be paid to the Airport in two semi-annual payments of \$300.00 plus applicable sales tax which is consistent with the FY22 Adopted Budget and the preliminary FY23 budget submission from the department. The annual amount expected to be spent on this contract is approximately the same as has been spent in most recent years. As a result, no negative budgetary impacts are anticipated.

Delegated Authority:

Authority for the County Administrator to sign this Permit is granted under Code Section 2-62 (a)(5)

and was further delegated to the Director of Administrative Services in accordance with the memo dated December 2, 2019.

Staff Member Responsible:

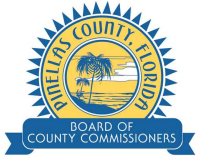
Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

Operating Permit for Non-Exclusive Commercial Ground Transportation



Pinellas County

Staff Report

File #: 22-1208A, **Version:** 1

Agenda Date: 8/16/2022

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending June 30, 2022.

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 June 30, 2022

**OPERATING PERMIT FOR NON-EXCLUSIVE
COMMERCIAL GROUND TRANSPORTATION**

THIS OPERATING PERMIT FOR NON-EXCLUSIVE COMMERCIAL GROUND TRANSPORTATION (Permit), granted this 3 day of June, 2022, by PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and 2233 ULMERTON, LLC d/b/a HOMEWOOD SUITES ST. PETERSBURG CLEARWATER, hereinafter referred to as PERMITTEE.

WHEREAS, PERMITTEE has requested a non-exclusive privilege to conduct certain commercial activities as hereinafter more fully described at the St. Pete-Clearwater International Airport, hereinafter referred to as Airport; and

WHEREAS, COUNTY as owner of said Airport deems the conduct of said commercial activities to be in the best interest of the public;

NOW THEREFORE, COUNTY does hereby grant to PERMITTEE the following described non-exclusive commercial operating privileges at the Airport: TO LOAD OR UNLOAD PASSENGERS at the designated Airport Terminal Ground Transportation Areas subject to the following conditions, terms, and covenants:

1. **TERM:** This Permit, and the privileges and obligations granted and imposed herein, shall take effect upon approval by COUNTY on the date set forth above and shall continue for a period of Five (5) years from the date of execution, unless cancelled by either party upon thirty (30) days written notice to the other party of its intent to do so, for any reason whatsoever.
2. **DEFINITION:** The term Non-Exclusive Commercial Ground Transportation Provider as used in this Permit shall be defined as any motor vehicle used for the

commercial transportation of the traveling public whether for hire or as a courtesy, which may include but is not limited to taxis, limousines, sedans, lodging and rental car courtesy shuttles that only drop off or pick up their pre-reserved passengers. Holders of Non-Exclusive Commercial Ground Transportation Permits are not allowed to solicit for business upon the premises of AIRPORT.

3. **PERMIT FEE:** PERMITTEE agrees and covenants to pay to COUNTY the annual amount of Six Hundred and No/100 Dollars (\$600.00). The Annual Permit Fee, shall be paid in two (2) semi-annual payments of Three Hundred and No/100 Dollars (\$300.00) plus applicable Florida state sales tax, and shall entitle PERMITTEE the use of the Terminal Building Ground Transportation Area; not to include any exclusive or specially designated parking spaces.
4. **PAYMENT OF FEE:** PERMITTEE agrees and covenants to pay to the order and in the name of the St. Pete-Clearwater International Airport, at the office of the Airport Director, 14700 Terminal Boulevard, Suite 221, Clearwater, Florida 33762, each and all Permit fees incurred for the year, plus Florida state sales tax thereon, on or before the tenth day of the renewal month, without notice, demand or request therefore from COUNTY.
5. **CHANGE IN FEE:** Notwithstanding Paragraph 3 above, upon adjustment by duly adopted Resolution of any applicable Permit fee schedule by the Board of County Commissioners of COUNTY, the commercial operating privileges granted hereunder shall terminate unless PERMITTEE pays the adjusted Permit fee applicable to the next succeeding activity of PERMITTEE permitted hereby; provided COUNTY provides PERMITTEE no less than ten (10) days advance written notice of the proposed Permit fee schedule adjustment and PERMITTEE consents in writing to such adjustment prior to the effective date of the adjusted Permit fee schedule. If PERMITTEE does not so consent, this Permit shall automatically terminate upon the effective date of the adjusted Permit fee schedule

and any remaining balance of the fee will be refunded to PERMITTEE.

6. **INTEREST ON DELINQUENT PAYMENTS:** All payments to be made to the COUNTY hereunder shall bear interest at the rate of eighteen percent (18%) per year from the due date to the date of payment, if not paid within fifteen (15) days from the due date. 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 the COUNTY for its additional accounting and recording expenses occasioned by such delinquent payments. In accordance with applicable Board of County Commissioners Resolutions or Board of County Commissioners approved Rules and Regulations, the Airport Director may waive the imposition of interest and administrative fees.
7. **INSURANCE:** Unless approved otherwise by the County's Risk Management Department, the PERMITTEE shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Permit, insurance of the types and in the amounts set forth. PERMITTEE shall provide the COUNTY with properly executed and approved Certificate(s) of Insurance to evidence compliance with the insurance requirements of the 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 in Paragraph 7 (3) below for Additional Insured shall be attached to the certificate(s).** COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Permit term.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the PERMITTEE to meet the requirements of the Permit shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Permit expires prior to termination of Permit, the renewal of Certificates of Insurance and endorsements shall be furnished by the PERMITTEE to the COUNTY at least thirty (30) days prior to the expiration date.

PERMITTEE shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or adverse material change in coverage received by said PERMITTEE from its insurer.

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

- (1) 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 PERMITTEE.
- (2) 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.
- (3) 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.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate 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 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 for the COUNTY. Should employees not named be utilized by PERMITTEE contractor, 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.

- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Permit, which shall remain in effect throughout its duration, are as follows:

PERMITTEE shall procure, pay for and maintain in full force and effect, during the term of this Permit, at its own expense, the following described insurance coverages and limits covering PERMITTEE's commercial activities; and liability assumed under the terms of this Permit:

- A. Workers' Compensation Insurance in at least the limits required by law;

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

- B. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No exclusions for physical abuse or sexual molestation.

Limits:	Florida Statutory
Each 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 Trucker's or Garage Liability Insurance covering all owned, hired, and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless PERMITTEE can show that this coverage exists under the Commercial General Liability policy.

Combined Single Limit Per Accident	\$1,000,000
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- D. Property Insurance PERMITTEE will be responsible for all damage to its own property, equipment and/or materials.

8. **INDEMNIFICATION:** PERMITTEE shall indemnify and hold harmless the COUNTY and its officers and employees from and against any and all loss, cost (including attorney's fees and court costs), damages, expense, awards, verdicts, judgments and liability (including any strict or statutory liability and any liability under Workers' Compensation laws) arising out of or in connection with claims for expenses and damages as a result of injury or death of any person, or as a result of property damage to any property, which claims arise out of the use, act, operations, or neglect on or about the Airport premises by the PERMITTEE, the PERMITTEE's officers, employees, servants, agents, customers, invitees, contractors, or sub-contractors.
9. **CONFORMITY WITH APPLICABLE LAW:** PERMITTEE agrees and covenants to observe and promptly comply with applicable provisions of any and all Federal and State laws or Special Acts, and all County ordinances, codes or regulations; with authorizations or restrictions of the Public Service Commission applicable to PERMITTEE and with all applicable Airport Rules and Regulations, guidelines, and orders of the Airport Director issued pursuant thereto.
10. **DAMAGE TO PREMISES:** PERMITTEE agrees and covenants to correct and repair, or pay to COUNTY the cost of correction and repair of, any and all damage to Airport property caused by PERMITTEE, its officers, employees, servants, agents, customers, invitees, contractors or sub-contractors, 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 Permit terminates, or such damage occurs thereafter.
11. **TERMINATION OF PERMIT:**
- A. **Default:** Upon failure of PERMITTEE to fully perform any covenant or obligation or to comply with any condition of this Permit, the COUNTY may

notify PERMITTEE thereof, in writing, and declare PERMITTEE in default hereunder. PERMITTEE shall have ten (10) calendar days after receipt of said notice within which the declared default may be cured without prejudice to the privileges of PERMITTEE hereunder. However, a failure to pay the permit fees as required herein, shall constitute a material breach of this Permit and shall not require any such notice, or any demand or request. Failure of PERMITTEE to cure the default within said period, or pay Permit fees as required in Paragraph 5, herein above, shall constitute grounds for suspension or revocation of operating privileges by written order of the Airport Director on such terms as he may set forth therein.

B. Termination by Parties: The COUNTY may terminate this Permit and the privileges granted hereunder for whatever reasons it deems advisable and in the best interest of the public, and the PERMITTEE may relinquish all its privileges and disown all its obligations hereunder, except PERMITTEE'S obligations as set forth in the terms of this Permit, by providing written notification by CERTIFIED U. S. MAIL of such termination or relinquishment at least fourteen (14) days prior to the effective date thereof. The Parties agree that any termination or relinquishment may be exercised pursuant to this Sub- Paragraph 11 B by either party for its own convenience and such exercise shall not, in and of itself, give rise to any liability or claim for loss or damages of any kind.

12. ASSIGNMENT PROHIBITED: PERMITTEE shall not assign this Permit, or any portion thereof, without the prior, written consent of the COUNTY. A consent to or acquiescence in one assignment by the COUNTY shall not be deemed a consent to or acquiescence in any subsequent assignment. Any assignment without such prior written consent shall constitute a material breach of this Permit and shall be considered a default by PERMITTEE, subject to the provisions of Paragraph 11A herein.

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

St. Pete-Clearwater International Airport
Attention: Airport Director
14700 Terminal Boulevard, Suite 221
Clearwater, FL 33762

And to PERMITTEE at the following address:

Homewood Suites by Hilton
2233 Ulmerton Road
Clearwater, FL 33762

14. **AUTHORITY:** The undersigned employee of the PERMITTEE hereby attests that said employee has the authority to enter into this Agreement on behalf of PERMITTEE. The undersigned executes this Permit in compliance with all known State Statutes and Regulations.
15. **GOVERNING LAW:** The Laws of the State of Florida shall govern this Permit. Venue shall be in Pinellas County, Florida.

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

The COUNTY has caused this Permit to be issued, and the PERMITTEE, by and through its authorized officers, has accepted and shall meet and fully discharge the conditions, terms, and covenants set forth hereinabove, all on the day and year first above written.

PINELLAS COUNTY, FLORIDA

By: Joe Lauro Dir Adm Svs
Joe Lauro, Director, Administrative Services

APPROVED AS TO CONTENT:

By: [Signature]
Thomas R. Jewsbury, Airport Director

2233 ULMERTON, LLC
d/b/a HOMEWOOD SUITES ST. PETERSBURG CLEARWATER

By: [Signature]
By: Michael Murray May 19, 2022 07:57 EDT

Printed Name: Michael Murray

Printed Title: Chief Operating Officer

Date: May 19, 2022

APPROVED AS TO FORM

By: Joseph Morrissey
Office of the County Attorney

276 - Operating Permit for Non-Exclusive Commercial Ground Transportation

Final Audit Report

2022-05-19

Created:	2022-05-19
By:	Kelly Bochna (kelly.bochna@hhmlp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR-LOV_HM0iNK6Gjfdq8voTEJ0Xowb0hC

"276 - Operating Permit for Non-Exclusive Commercial Ground Transportation" History



Document created by Kelly Bochna (kelly.bochna@hhmlp.com)

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Document emailed to Michael Murray (Michael.Murray@hhmlp.com) for signature

2022-05-19 - 11:56:35 AM GMT



Email viewed by Michael Murray (Michael.Murray@hhmlp.com)

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Document e-signed by Michael Murray (Michael.Murray@hhmlp.com)

Signature Date: 2022-05-19 - 11:57:54 AM GMT - Time Source: server- IP address: 172.58.205.210



Agreement completed.

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