Pinellas County

Staff Report

File #: 22-0998D, **Version:** 1 **Agenda Date:** 9/30/2022

Subject:
Operating Permit for Peer-to-Peer Car Sharing with Turo, Inc. at St. Pete-Clearwater International Airport.

Recommended Action:
Approval and execution by the Director of Administrative Services of the Operating Permit for Peer-to-Peer Car Sharing (Permit) with Turo, Inc. (Turo) at St. Pete-Clearwater International Airport (PIE).

- The Permit is for three (3) years.
- The Permit is terminable with a 30-day notice by either party.
- Turo will pay the Airport $50.00 per month or 6.5% of gross receipts, whichever is greater.

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 Turo the rights and privileges necessary to operate its peer-to-peer car sharing at PIE. The Permit term is for three (3) years with a 30-day termination clause.

Background/Explanation:
Turo is the world's largest peer-to-peer car sharing marketplace based in San Francisco, California. It enables clients to rent the vehicle of their choice directly from individuals, providing a convenient and quick way to rent a car fully online.

Turo is a pioneer of the sharing economy and the travel industry. Turo offers a safe, supportive community over 14 million strong with more than 450,000 vehicles listed and over 850 unique makes and models available.

Fiscal Impact:
This Permit will provide PIE approximately $120,000.00 of annual revenue to the Airport's revenue and operating budget (Fund 4001).

Delegated Authority:
Authority for the County Administrator to sign this Permit 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, Director, St. Pete-Clearwater International Airport

Partners:
N/A

Attachments:
Operating Permit for Peer-to-Peer Car Sharing

OPERATING AGREEMENT FOR PEER TO PEER CAR SHARING COMPANY

THIS OPERATING AGREEMENT FOR PEER TO PEER CAR SHARING COMPANY, is made and entered into this 14 day of September, 2022 (the "Effective Date") 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 Turo Inc. authorized to do business in Florida, hereinafter referred to as COMPANY (individually and collectively hereinafter referred to as "Party" or "Parties").

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

WHEREAS, COMPANY owns and operates a Peer-to-Peer Vehicle Sharing marketplace that uses its Digital Network to connect Owners with Airport Customers via a Reservation in which Vehicles are delivered to the Airport; and;

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

WHEREAS, pursuant to Federal Aviation Administration (FAA) Grant Assurances, the COUNTY's Airport is bound to be self-sustainable; thus, imposing reasonable fees and charges for commercial activities at the Airport ensures that the COUNTY meets its grant assurance obligations; and

WHEREAS, COUNTY has agreed to allow COMPANY to make its Digital Network available at the Airport and allow Owners to deliver Vehicles to the Airport for Airport Customers, subject, however, to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the use of the Airport premises in accordance Airport Rules and Regulations, Policies and Procedures, and Operating Directives, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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1. **RECITALS.** The above recitals are true and correct and incorporated herein.

2. **DEFINITIONS.** The following definitions shall apply to this Agreement at all times:
   (a) "Airport Customer" shall mean any person who makes a Reservation for Peer-to-Peer Vehicle Sharing through Company's Digital Network for pick up at Airport .
   (b) "Commencement Date" shall mean the later of: a) 30 days from the Effective Date, or b) 30 days after all required approvals are obtained by the County.
   (c) "Designated Area" shall mean one or more specific areas on airport property as identified in "Exhibit A" attached hereto and incorporated by reference, identifying where Owners operating under this Agreement may deliver vehicles as outlined under this Agreement..
   (d) "Digital Network" shall mean any online-enabled technology application service, website, or system offered or used by a Peer to Peer Car Sharing company which enables the sharing of Vehicles.
   (e) "Owner" means an individual or company that owns, leases, or otherwise has control over a Vehicle and uses Company's Digital Network to share the Owner's Vehicle with Airport Customers
   (f) "Reservation" means an online electronic reservation completed for an Airport Customer in Company's Peer-to-Peer Vehicle Sharing Digital Network between an Owner and an Airport Customer where the Owner delivers the Vehicle to the Airport.
   (g) "Trip" shall mean each instance in which Peer-to-Peer Vehicle Sharing occurs between an Owner and an Airport Customer on Airport property.
   (h) "Vehicle" A motor vehicle with a maximum height of eight (8) feet including, but not limited to, cars, vans, minivans, SUVs, trucks, pickup trucks, auto-cycles, or motorcycles, that an Owner shares with an Airport Customer through a Reservation.

3. **TERM/RENEWAL OPTIONS.** This Agreement, and the privileges and obligations granted and imposed herein, shall take effect upon approval by COUNTY on the

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Commencement Date and shall remain in effect for a period of three (3) years thereafter. COMPANY is also hereby granted an option to renew this Agreement for one consecutive additional period of one (1) year, subject to the sole discretion and consent of the COUNTY; provided that COMPANY shall notify the Airport Director's office in writing at least thirty (30) days in advance of the end of the Term of COMPANY's desire to extend this Agreement. Either Party may terminate this Agreement, at any time, for any reason, by giving no less than thirty (30) days prior written notice thereof to the other Party.

4. **FEES /PAYMENT REQUIREMENTS.** COMPANY agrees and covenants to send to the Airport a monthly report outlining the previous month's trips and pay to the COUNTY the applicable monthly invoice payment within twenty (20) days after the close of any calendar month. The Monthly Fee shall be $50.00 or an amount equal to six and one half percent (6.5%) of Company's Gross Receipts, as defined in below, derived from Peer-to-Peer Vehicle Sharing at the Airport, whichever is greater. All payments hereunder, plus any applicable State of Florida sales tax thereon, shall be paid to the order and in the name of Pinellas County, at the office of the Airport Director; St. Pete-Clearwater International Airport; Suite 221; Clearwater, Florida 33762, without further notice, demand, or request therefore from COUNTY.

Gross receipts includes but is not limited to all sums paid or payable to Company for the Trip, and any other fees paid or payable by the Airport Customer when making the Reservation including: insurance (protection), pre-paid mileage overages, additional bookings (hours or days), delivery, pre-paid cleaning, pre-paid fuel, young driver, pets, extras (examples: camping tent, child car safety seat, travel accessories or conveniences, global positioning system navigation devices, etc.).

Gross Receipts shall not include (1) the amount of any federal, state or municipal sales taxes now or hereafter levied or imposed, which are separately stated and collected from customers of Company; (2) any sums received from damage to automobiles or Company property, or for loss, conversion or abandonment of such automobiles; (3) any sums received by reason of Company's disposal of capital assets and/or trade fixtures; and (4) any portion of any Trip fees paid by a Guest which passes through directly to a Host and does not accrue to the Company (including but not limited to any red light tickets, parking tickets, tolls, tows,

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impound fees, smoking fees, or any other fees or fines in which Company does not accrue any portion of the payment).

5. **RESERVED**

6. **CHANGE IN RATES / FEES:** The Board of County Commissioners may adjust any applicable rates/fees herein. The COUNTY shall provide COMPANY advance written notice of a proposed rate/fee adjustment. If COMPANY fails to timely pay same, the operating privileges granted hereunder shall automatically terminate

7. **INTEREST ON DELINQUENT PAYMENTS.** If not paid within twenty (20) days from invoicing, all payments required to be made to COUNTY hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to the date of payment, calculated on a daily basis. In addition to payment of interest for any delinquency, an administrative fee of Twenty-Five Dollars ($25.00) shall also be paid to COUNTY for additional accounting and recording expenses occasioned by such delinquent payment.

8. **AUDIT RIGHTS.** COMPANY agrees and covenants that the COUNTY, or other authorized designee of COUNTY, may examine any records or accounts pertaining to the commercial activity conducted hereunder and maintained by COMPANY. Any such examination shall be allowed at the time specified in a written request for same and shall be conducted during normal business hours of COMPANY. A failure to allow such examination shall constitute a material breach of this Agreement and shall be considered a default by COMPANY, resulting in the termination of operating privileges and of this Agreement.

9. **OPERATIONS.** COUNTY grants COMPANY the non-exclusive right to use the Designated Area in order to perform the operating privileges herein, subject to the terms and conditions set forth in this Agreement. Upon request, Owners shall allow Airport personnel access to Reservation information.

(a) Designated Area: Owners shall not pick up or drop off Airport Customers(s) at the Airport in any location other than the Designated Area identified in "Exhibit A."

(b) Rights of Ingress and Egress: Owners affiliated with COMPANY shall have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted

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operations hereunder, provided that such ingress and egress activity: (i) shall not impede or interfere, in any way, with the operations of the Airport or the use of the Airport by its tenants, passengers or employees; (ii) shall be in areas and roadways designated by Airport; and (iii) may be temporarily suspended by Airport in the event of an emergency or a threat to the Airport during the time period of such emergency or threat. Procedures for Peer to Peer Operations are attached hereto as Exhibit "D".

(c) Changes to Airport: COMPANY acknowledges and agrees that: (i) Airport shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Areas; and (ii) COUNTY has made no representations, warranties and/or covenants to COMPANY regarding the design, construction, passenger or automobile traffic, or views of the Airport. The Airport may from time to time undergo renovation, construction and other Airport modifications; and COUNTY may adopt regulations relating to security or other operational matters that may affect COMPANY's business.

COMPANY shall inform all Owners affiliated with COMPANY who operate at Airport of the requirements set forth in this Agreement. COMPANY shall work in good faith with the Airport to address any instances of Owners who (i) fail to cooperate with the Airport's request to provide information to confirm that they are authorized to operate at the Airport, (ii) fail to use the Designated Areas in accordance with this Agreement, or (iii) engage in any conduct that causes harm to the Airport. The Airport may direct COMPANY to temporarily or permanently restrict an Owner's ability to deliver Vehicles to the Airport via COMPANY's Digital Network if the Owner engages in conduct that is inconsistent with this Agreement or that otherwise causes harm to the Airport, or commits a criminal act.

10. **PROHIBITED ACTIVITIES.** Notwithstanding other provision herein, COMPANY shall not, without the Airport Director's prior written consent: (a) cause or permit anything to be done in or about the Designated Areas or the Airport, or bring or keep anything thereon which would be reasonably likely to (i) create a nuisance, or (ii) obstruct or interfere with the rights of others on the Airport; (b) commit any waste upon the Designated Areas or the Airport; (c) use or allow the Designated Areas to be used for any improper, immoral, unlawful or reasonably objectionable purpose; (d) obstruct the sidewalk, passageways, stairways in front of, within or adjacent to, the Designated Areas and roadways;

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or (e) perform an action reasonably likely to materially injure the reputation, appearance or image of the Airport. COMPANY shall provide the Airport with name, address, telephone and email address for at least one qualified representative authorized to represent and act for COMPANY in matters pertaining to its operation.

The following activities are also prohibited by Owners:

(a) Any method used to circumvent Company's Digital Network;;

(b) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;

(c) Transporting an Airport Customer in an unauthorized vehicle;

(d) Picking up or dropping off a Vehicle at any location other than the Designated Areas;

(e) Failing to provide information, or providing false information to Sheriff, police or Airport personnel;

(f) Displaying to an Airport official Reservation information in an altered or fictitious form;

(g) Soliciting Airport Customers on Airport property;

(h) Using or possessing any alcoholic beverage while on duty;

(i) Failing to operate a Vehicle in a safe manner;

(j) Failing to comply with posted speed limits and traffic control signs;

(k) Using profane or vulgar language;

(l) Attempting to solicit payment in excess of that authorized by law;

(m) Soliciting of any activity prohibited by applicable laws, rules or regulations;

(n) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;

(o) Using or possessing any illegal drug or narcotic while on Airport property;

(p) Soliciting for or on behalf of any hotel, club, nightclub, or other business;

(q) Engaging in any criminal activity; and

11. **CONFIDENTIALITY OF RECORDS.** COMPANY acknowledges that the COUNTY is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Parties further acknowledge that, notwithstanding other provisions of

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this Agreement or any other agreements between the Parties to the contrary, some or all of the information, materials, or documents provided to COUNTY by COMPANY may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute.

12. **FEDERAL CIVIL RIGHTS/NONDISCRIMINATION REQUIREMENTS.** During the performance of this contract, the COMPANY agrees to comply with the Civil Rights and Nondiscrimination Requirements set forth in "Exhibit C," attached hereto and incorporated by reference.

13. **NO ASSIGNMENT.** COMPANY shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without COUNTY's prior written consent, which consent may be granted or denied in COUNTY's sole and absolute discretion (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). The consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without COUNTY's consent shall constitute a default hereunder, and shall be voidable at COUNTY's election.

14. **NO EXCLUSIVITY.** COMPANY acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that Airport has the right, at all times, to arrange with others for similar activities at the Airport.

15. **WAIVER.** No waiver by COUNTY at any time of any of the terms or conditions of this Agreement, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions or breach hereof.

16. **INDEMNIFICATION.** COMPANY hereby waives any claim against the COUNTY and the Airport for, but not limited to, loss of anticipated profits, direct or indirect out-of-pocket losses or any other damages of any kind or nature which may be raised by any suit or other proceedings, directly or indirectly, relating to this Agreement, its performance

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or its termination. COMPANY agrees to indemnify and hold harmless COUNTY from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon COMPANY for damages (including any strict or statutory liability and any liability under Workers' Compensation Laws) because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of, or in consequence of, the use of the premises, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of COMPANY, its agents, employees and/or independent contractors, COUNTY, its Board of County Commissioners, officers and employees, except only such injury or damage as shall have been occasioned by the sole negligence of COUNTY.

17. **INSURANCE.** COMPANY shall maintain the limits and coverages defined in Exhibit "B" attached hereto pursuant to Florida Statute §627.748 at all times during the term of this Agreement and any renewal option. At its own expense, the following described insurance coverage and limits covering COMPANY's commercial activities and assumed liability, as set forth in Exhibit "B" attached hereto.

18. **CONFORMITY WITH APPLICABLE LAW.** COMPANY 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, and with all applicable Airport Rules and Regulations, Policies and Procedures or Operating Directives of the Airport Director issued pursuant thereto.

19. **GOVERNING LAW AND VENUE.** This Agreement shall become valid when executed and shall be construed according to the laws of the State of Florida. Any legal action sought by either Party hereto in connection with this Agreement shall be brought in the state courts of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Pinellas County, Florida.

20. **DAMAGE TO PREMISES.** COMPANY agrees and covenants to correct and repair, or pay to COUNTY the cost of correction and repair, any and all damage to Airport

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property caused by COMPANY, its employees, agents and/or independent contractors, customers, invitees, 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 Agreement terminates, or such damage occurs thereafter.

21. **DEFAULT/TERMINATION.**

(a) Default: Upon failure of COMPANY to fully perform any covenant or obligation or to comply with any condition of this Agreement, COUNTY may notify COMPANY thereof, in writing, and declare COMPANY in default hereunder. COMPANY 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 COMPANY; provided, however, that a failure to pay the Rates/Fees as required hereinabove shall constitute a material breach of this Agreement and shall not require any such notice, or any demand or request. Failure of COMPANY to cure the default within said period, or pay the Rates/Fees as required, shall constitute grounds for suspension and/or termination.

(b) Termination: COUNTY may terminate this Agreement and the privileges granted hereunder for whatever reasons it deems advisable, including default as set forth above, and COMPANY may relinquish all its operating privileges by providing written notification by CERTIFIED U.S. MAIL of such termination or relinquishment at least thirty (30) days prior to the effective date thereof. The Parties agree that any termination or relinquishment exercised pursuant to this sub-paragraph shall not, in and of itself, give rise to any liability or claim for loss or damages of any kind.

22. **NOTICES.** All notices provided for herein shall be in writing. Any notice permitted or required to be served upon COMPANY may be served upon it at:

Turo Inc.
Attn: Legal
111 Sutter Street, 12th Floor
San Francisco, CA 94104

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Provided, however, that COMPANY shall give notice in writing to COUNTY of any change in address, then in such event, such notice shall be given to COMPANY at such substituted address. Any notice permitted or required to be served upon COUNTY shall be served upon it at:

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

23. **AMENDMENTS**. All duties, obligations and liabilities of COUNTY and COMPANY, with respect to the privileges granted, are expressly set forth herein and this Agreement can only be amended in writing by both Parties.

24. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

25. **AUTHORITY**. COMPANY represents and warrants that COMPANY is a duly authorized and existing entity qualified to do business in the State of Florida, that COMPANY has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of COMPANY are authorized to do so in compliance with all known State Statutes and Regulations.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be executed by and through its authorized officers, has accepted and shall meet and fully discharge the conditions, terms, and covenants set forth hereinabove, and COMPANY has caused the same to be executed by its appropriate and authorized officer.

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PINELLAS COUNTY, FLORIDA
By and through its Director of Administrative Services

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

APPROVED AS TO CONTENT:

By: for
Thomas R. Jewsbury, Airport Director

APPROVED AS TO FORM
By: *Michael A. Zas*
Office of the County Attorney

TURO Inc.

By:

Printed Name Alex Ben n

Title: President

Witnesses:

Signature
Steve Peterson
Printed Name

Donovan Jones
Signature
Donovan Jones
Printed Name

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Exhibit "A"
Designated Area

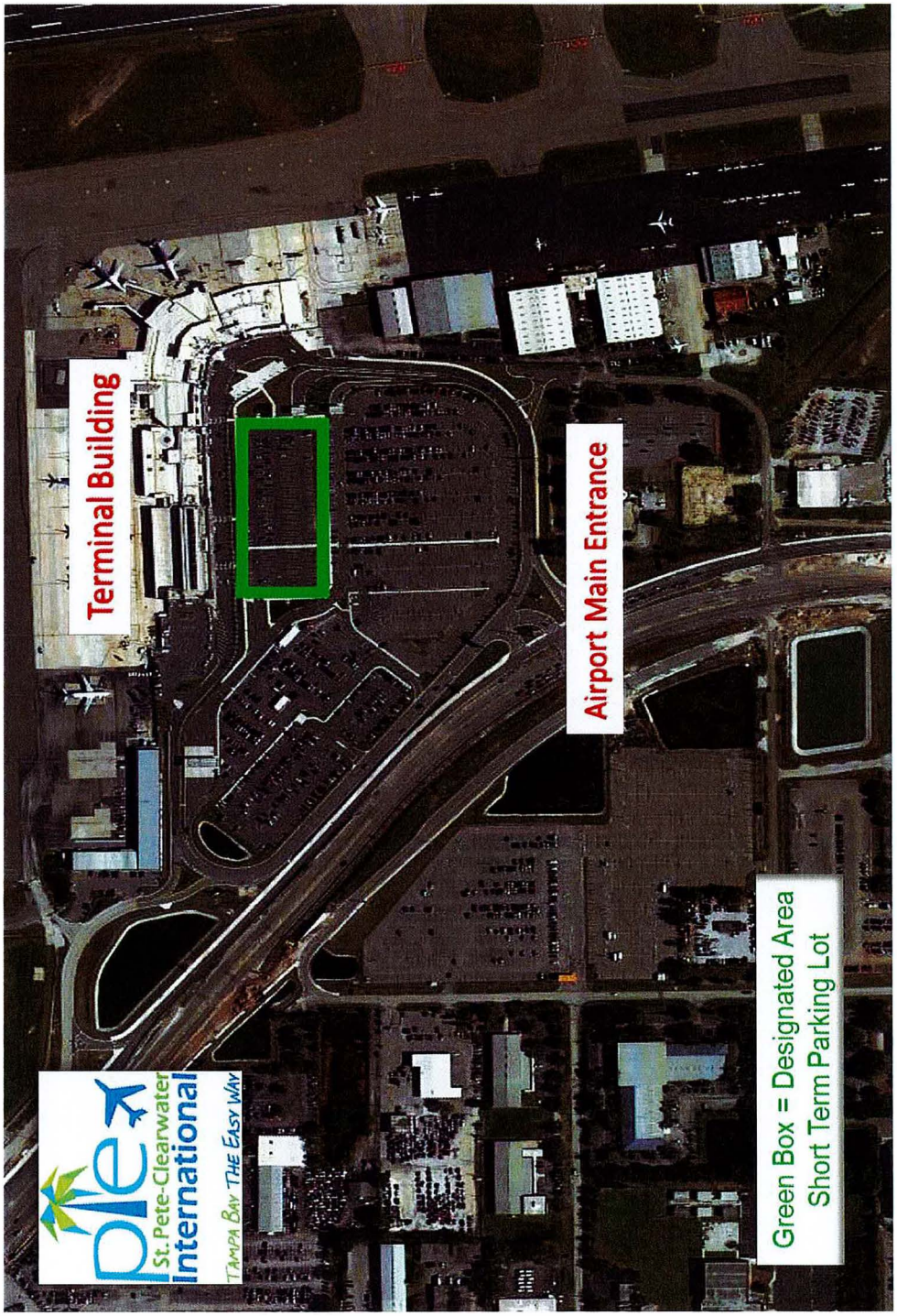

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Exhibit "B"
Insurance Requirements

The COMPANY shall obtain and maintain at all times during its performance of this Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from companies licensed to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) Within 10 days prior to commencement of operations, COMPANY shall email certificate that is compliant with the insurance requirements to certs@pinellascounty.org and sgriffin@fly2pie.com. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced below for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

b) 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 Agreement.

c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the COMPANY and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

d) COMPANY 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 COMPANY from its insurer. Notice shall be given by certified mail to: **St. Pete-Clearwater International Airport, 14700 Terminal Blvd., Ste. 221, Clearwater FL 33762**. Nothing contained herein shall absolve COMPANY of this requirement to provide notice. If the COMPANY fails to maintain the insurance coverages required herein the County may terminate this Agreement.

e) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that is signing this Agreement with the County. If COMPANY is a Joint Venture the Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the insurance requirements with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies pursuant to these requirements, shall have no recourse against the COUNTY for payment of any premiums or the assessments of any deductibles which are the sole responsibility and risk of the COMPANY.

(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 and/or agents 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, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the COMPANY and any sub-contracted Provider(s) if sub- contractors are permitted under this Agreement.

f) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration:

(1) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this Agreement. No exclusions for physical abuse or sexual molestation.

Limits	
Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury /Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

(2) Business Automobile or Trucker' Liability Insurance covering owned, hired, and non-owned vehicles. If the COMPANY 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 COMPANY can show that this coverage exists under the Commercial General Liability policy.

Limits	
Per Accident	$1,000,000

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Exhibit "C"

FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non- discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Exhibit "D"

PROCEDURES FOR ENTERING THE SHORT-TERM PARKING LOT

Owner Leaving vehicle in the short-term parking lot:

- Owner pulls a parking ticket from the ticket dispenser and enters the short-term parking area.
- Owner parks the vehicle, in any available spot in the short-term parking lot, leaving the parking ticket in the vehicle for the Customer.

Customer picking up vehicle from the short-term parking lot:

- Customer retrieves vehicle and proceeds to the exit.
- Customer exits the short-term-parking lot and pays the requisite parking fees.

Customer returning vehicle to the short-term-parking lot:

- Customer pulls a parking ticket from the ticket dispenser and enters the short-term parking lot.
- Customer parks the car in any available spot in the short-term parking lot, leaving the parking ticket in the vehicle for the Owner.

Owner picking up vehicle form the short-term parking lot:

- Owner retrieves vehicle from the short-term parking lot and proceeds to the exit.
- Owner exits the short-term parking lot and pays the requisite parking fees.

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Pinellas County

Staff Report

File #: 22-1755A, **Version:** 1 **Agenda Date:** 10/25/2022

Subject:
Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending September 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 September 30, 2022