

**BOARD OF COUNTY
COMMISSIONERS**
Joseph T. Welch - Chairman
John D. Morris - Vice Chairman
John D. Morris
John Latvala
John Morrone
John Williams Seel
John B. Stewart



February 14, 2006

Karen Northrup, Association Administrator
Tierra Verde Community Association, Inc.
1275 Pinellas Bayway
Tierra Verde, Florida 33715

SUBJECT: Interagency Agreement for Highway Landscape Maintenance

Dear Ms. Northrup:

Enclosed is an original Agreement, executed by the County Administrator on January 26, 2006 for your file. Further correspondence shall be with:

Pinellas County Public Works Department
Attention: Barbara Kuhl, C.P.M.
Director of Financial Services and Contracts
440 Court Street, Clearwater, Florida, 33756
(727) 464-3183 - Phone
(727) 464-3577 - Fax

Should you have any questions, please feel free to call me at (727) 464-4772.

Sincerely,
PINELLAS COUNTY PUBLIC WORKS

Karen Marcellus, CPPB
Financial Services and Contracts

Enclosures

PLEASE ADDRESS REPLY TO:
440 Court Street
Clearwater, Florida 33756
Phone: (727) 464-3251
Website: www.pinellascounty.org

**CONTRACT REVIEW TRANSMITTAL SLIP
INTERAGENCY AGREEMENT**

CATS # 10727

Interagency Agreement with Tierra Verde Community Association, Inc. for Highway Landscape

SUBJECT: Maintenance

AGREEMENT PREPARED BY: Pinellas County

DATE: September 28, 2005 PROJECT / PID NO.: N/A

Accompanying Agreement – Highway Landscape Maintenance Memorandum of Agreement with Florida

Special Note: Department of Transportation (FDOT)

Please review the attached Agreement and forward to the next Review Authority in the sequence indicated below. Indicate any necessary changes by revising, IN RED, the appropriate sections of the document to reflect the wording of the desired change. Time is of the essence. Please make your review as complete and as fast as possible.

Board Records: Return to Barbara Kuhl, 4th Floor, Public Works.

All inquiries should be made to Barbara Kuhl, Ext. 43144.

Review Sequence	Review Authority	Review Date	Review Signature	Comments (Attach if necessary)	Comments Incorporated
1	PW/Contracts Karen Marcellus	<u>9/29/05</u>	<u>KSM</u>		
2	PW/Financial Services Barbara Kuhl	<u>9/29/05</u>	<u>KSM for BK</u>		
3	PW/Engineering Jorge Quintas	<u>9/29/05</u>	<u>Jorge Quintas</u>	<u>SEE GREEN TAGS</u>	<u>11/20 ✓ KSM 9/29</u>
3a	Director of Public Works <i>Charli Newwood</i>	<u>10/3/05</u>	<u>[Signature]</u>	<u>PRIOR COMMENTS HAVE BEEN ADDRESSED.</u>	
4	Jan R. Herbst	<u>9/30/05</u>	<u>JR Herbst</u>		<u>OK for [Signature] 11/19/06</u>
5	Risk Management B. Winger/L. Hunter	<u>10/3/05</u>	<u>[Signature]</u>		
6	Clerk/Finance Division Michelle Farmin	<u>10/4/05</u>	<u>[Signature]</u>		
7	Assistant County Administrator J. Keith Wicks	<u>10/10</u>	<u>[Signature]</u>	<u>Diff. Time</u>	<u>GLT 11/17/06</u> <u>OK as is</u> <u>per Jerry M. 10/11/05</u> <u>KSM</u>
8	Legal Gerald Meaders	<u>10/14/05</u>	<u>GLM</u>	<u>His Comments are O.K.</u>	<u>[Signature]</u> <u>1/19</u>
9	Legal Gerald Meaders	<u>10/18/05</u>	<u>GLM</u>	<u>Indemnification Approved As to Form</u>	

OK [Signature]
1-25-0 [Signature]

Indemnification Approved As to Form
suspect after American Home Assurance case. Susan would have to approve any indemnity clause
OK per SC 10-17-05

TO: Stephen M. Spratt, County Administrator

ROUGH: J. Keith Wicks, P.E., Assistant County Administrator

FROM: Jan R. Herbst, P.E., Director, Public Works

SUBJECT: Interagency Agreement with the Tierra Verde Community Association, Inc.
for Highway Landscape Maintenance

DATE: January 18, 2006

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE INTERAGENCY AGREEMENT WITH THE TIERRA VERDE COMMUNITY ASSOCIATION, INC. FOR HIGHWAY LANDSCAPE MAINTENANCE.

DISCUSSION: This agreement with the Tierra Verde Community Association, Inc. (Association), for highway landscape maintenance includes S.R. 679 right-of-way between the Boca Ciega Bay Bridge and Ft. DeSoto Park.

Under Florida Statutes, the Florida Department of Transportation (FDOT) is authorized to enter into agreements with counties and municipalities to perform routine maintenance work on the State Highway System for which they are responsible. FDOT is not authorized to enter into these agreements with private entities. Therefore, the County is entering into a separate Memorandum of Agreement (MOA) with FDOT for continued future maintenance of these improvements, and then delegating the project responsibilities to the Association through this interagency agreement.

The Association, in cooperation with the County and through beautification grants from FDOT, has beautified the subject area of highway with the installation of landscape improvements to enhance aesthetic quality. Agreements have previously been in place between the Association and the County, as well as, the County and FDOT for landscape maintenance of this area, however, the agreements have lapsed. This new agreement has no expiration date and will assure continued future maintenance of these improvements by designating the responsibility for maintenance from the County to the Association. There is no County funding involved with this agreement.

Execution of this agreement is within the authority of the County Administrator, as delegated by the Board of County Commissioners, and pursuant to Ordinance No. 04-63, Section 2-62, Pinellas County Code.

Recommendation Approved: 
Stephen M. Spratt, County Administrator

Date: 1/26/06

Attachments: Contract Review Transmittal
Agreement
MOA with FDOT



**INTERAGENCY AGREEMENT
WITH TIERRA VERDE COMMUNITY ASSOCIATION, INC.
FOR HIGHWAY LANDSCAPE MAINTENANCE**

THIS AGREEMENT, made and entered into as of the 26 day of January, 2006, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "County" and the Tierra Verde Community Association, Inc., having its principal office at 1275 Pinellas Bayway, Tierra Verde, FL 33715, a not-for-profit corporation organized under the laws of the State of Florida, hereinafter called the "Agency."

W I T N E S S E T H

WHEREAS, the Florida Department of Transportation (Department) owns State Road 679 right-of-way consisting of road improvements and grassed areas abutting thereon located between the Boca Ciega Bay Bridge and Ft. DeSoto Park in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Department has, pursuant to Section 335.055, Florida Statutes entered into a memorandum of agreement with the County to perform routine maintenance work on the State Highway System within appropriate boundaries; and

WHEREAS, the Project Highway has been beautified by the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, the Agency has agreed to continue to maintain those landscape improvements in accordance with the provisions of Section 2 below; and

WHEREAS, both parties hereto recognize the need for entering into an agreement to designate and set forth the responsibilities of each party in maintaining the landscaping; and

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The Agency shall at all times maintain landscape improvements on those areas of the Project Highway as specified in the Construction Plans and Specifications attached hereto as Exhibit "A", all of which are hereby incorporated herein and made a part hereof by this reference, being hereinafter referred to as the "Project". Except as permitted in this agreement, the Agency shall not modify the Project as installed, without prior written approval of the County. In the event that any portion of the Project is at any time determined by the County to not be in conformance with all applicable laws, rules, procedures and guidelines of the County, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to

present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

2. Specifically, the Agency agrees to carry out the following maintenance responsibilities:

- (a) removal of litter from the Project Highway;
- (b) watering and fertilization of all plants;
- (c) mulching of all plant beds;
- (d) keeping plants as free as practicable from disease and harmful insects;
- (e) weeding the Project premises routinely;
- (f) mowing and/or cutting grass within the landscaped areas;
- (g) pruning all plants, specifically removing of all dead or diseased parts of plants and pruning of all parts of plants which present a visible hazard to those using the roadway;
- (h) replacement, or at the Agency's option, removal of all dead or diseased plants or other parts of the Project that have fallen below Project standards. All replacements should be of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the County; and
- (i) routine maintenance as prescribed by the manufacturer of all parts of any Project irrigation system.

3. Maintenance of the Project shall be subject to periodic inspections by the County. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the County to not be in conformance with the applicable Project standards, the County may terminate the agreement in accordance with paragraph 9(a).

4. The County and the Department shall be notified forty-eight (48) hours in advance of commencing any scheduled maintenance activities. Emergency repairs shall be performed without delay and the County notified immediately. The Agency shall notify the County by contacting the Pinellas County Public Works Director of Financial Services and Contracts, Barbara Kuhl, C.P.M., 440 Court Street, Clearwater, Florida, 33756, telephone number (727) 464-3144. The Agency shall notify the Department by contacting the FDOT Area Maintenance Engineer, Brian Bennett, P.E., 5211 Ulmerton Road, Clearwater, Florida, telephone number (727) 570-5101.

5. Prior to commencing any major reconstruction or renovation activities on this project, the Agency is to notify the County and all the utilities of their work schedule so that any affected utilities can be field located and marked to avoid damage.

6. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all applicable and current FDOT Maintenance of Traffic Regulations. The agency shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the

construction or maintenance activity.

7. The County will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the County.

8. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department and/or County in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed sixty calendar days to remove all or part of the Project at its own cost. After the sixty calendar day removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the Agency is entitled to remove vegetation pursuant to this paragraph, the Agency shall restore the surface of the affected portion of the project premises to the same safe condition as it was before installation of such vegetation. The restoration expected shall consist of grading and filling holes and indentations caused by the aforesaid removal, as well as any seeding or sodding necessary to provide a grassed area.

9. This Agreement may be terminated under any one of the following conditions:

- (a) By the County if the Agency, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the Agency following sixty calendar day's written notice.
- (c) By the County following sixty calendar day's notice.

10. Within 60 days following a notice to terminate pursuant to 9(a) or 9(b), if the Department and/or County requests, the Agency shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department and/or County does not request such restoration or terminates this Agreement pursuant to 9(c), the Department and/or County may remove, relocate or adjust the Project as it deems best.

11. To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the County and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department and/or County or any of its officers, agents, or employees during the performance of the Agreement. When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

12. The County shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

13. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. This Agreement may not be assigned or transferred by the Agency, in whole or in part without consent of the County.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

- (a) If to the County, address to Pinellas County Public Works Department, Director of Financial Services and Contracts, 440 Court Street, Clearwater, FL 33756, or at such other address as the County may from time to time designate by written notice to the Agency; and
- (b) If to the Agency, address to Tierra Verde Community Association Administrator, 1275 Pinellas Bayway, Tierra Verde, FL 33715, or at such other address as the Agency may from time to time designate by written notice to the County.

The requirements identified above are considered additional to those requirements enumerated in Item No. 4 herein.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Tierra Verde Community Association, Inc.

By: Marsha M. Young
Title: PRESIDENT Date: 1-9-06

PINELLAS COUNTY, by and through its
County Administrator

By: Stephen M. Spratt Date: 1/26/06 *js*

WITNESS:

By: James B. Hooker
TVCA Administrator

WITNESS:

By: Della Kelly Date: 1/26/06

APPROVAL AS TO FORM:

By: Gerald Mendez
Office of the County Attorney

HIGHWAY LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the 9TH day of FEBRUARY, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and PINELLAS COUNTY, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "County".

WITNESSETH

WHEREAS, the Department owns State Road 679 right-of-way consisting of road improvements and grassed areas abutting thereon located between the Boca Ciega Bay Bridge and Ft. DeSoto Park in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Department is authorized pursuant to Section 335.055, Florida Statutes to enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System within appropriate boundaries; and

WHEREAS, the County has beautified the Project Highway by the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, the County has agreed to continue to maintain those landscape improvements in accordance with the provisions of Section 2 below; and

WHEREAS, both parties hereto recognize the need for entering into an agreement to replace expired Landscape Maintenance Memoranda of Agreement 13-94 and 14-94, designating and setting forth the responsibilities of each party in maintaining the landscaping; and

WHEREAS, the County by Chapter 2, Article III, Section 2-62 of the Pinellas County Code as amended by Ordinance No. 04-63, a copy of which is attached hereto as Exhibit "A", has authorized its officers to execute this agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The County shall at all times maintain landscape improvements on those areas of the Project Highway as specified in the Construction Plans and Specifications attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference, being hereinafter referred to as the "Project". Except as permitted in this agreement, the County shall not modify the Project as installed, without prior written approval of the Department. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with

all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the County.

2. Specifically, the County agrees to carry out the following maintenance responsibilities:

- (a) removal of litter from the Project Highway;
- (b) watering and fertilization of all plants;
- (c) mulching of all plant beds;
- (d) keeping plants as free as practicable from disease and harmful insects;
- (e) weeding the Project premises routinely;
- (f) mowing and/or cutting grass within the landscaped areas;
- (g) pruning all plants, specifically removing of all dead or diseased parts of plants and pruning of all parts of plants which present a visible hazard to those using the roadway;
- (h) replacement, or at the County's option, removal of all dead or diseased plants or other parts of the Project that have fallen below Project standards. All replacements should be of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
- (i) routine maintenance as prescribed by the manufacturer of all parts of any Project irrigation system.

3. The Department recognizes that the County must comply with Section 129.07, Florida Statutes. This Agreement shall not be construed to modify, in any way, the County's obligations under those statutes.

4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with paragraph 10(a).

5. The Department's Area Maintenance Office shall be notified forty-eight (48) hours in advance of commencing any scheduled maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Project is Mr. Brian Bennett, P.E., located at 5211 Ulmerton Rd., Clearwater, Florida, telephone number (727) 570-5101.

6. Prior to commencing any major reconstruction or renovation activities on this project, the County is to notify all the utilities of their work schedule so that any affected utilities can be field located and marked to avoid damage.

7. If the County desires to position vehicles, equipment, or personnel, or to perform

maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.

8. The Department will require the County to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the County or representatives of the County violate the conditions or intent of this agreement as determined by the Department.

9. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The County shall be given notice regarding such removal, relocation or adjustment and shall be allowed sixty calendar days to remove all or part of the Project at its own cost. After the sixty calendar day removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the County is entitled to remove vegetation pursuant to this paragraph, the County shall restore the surface of the affected portion of the project premises to the same safe condition as it was before installation of such vegetation. The restoration expected shall consist of grading and filling holes and indentations caused by the aforesaid removal, as well as any seeding or sodding necessary to provide a grassed area.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the County, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the County following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's notice.

11. Within 60 days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the County shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department may remove, relocate or adjust the Project as it deems best.

12. To the extent provided by law, the County shall indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the County, its agents, or employees, during the performance of the Agreement, except that neither the County, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party.

Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

14. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. This Agreement may not be assigned or transferred by the County, in whole or in part without consent of the Department.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:


- (a) If to the Department, address to District Landscape Architect, Florida Department of Transportation, 11201 North Malcolm McKinley Drive MS 7-1200, Tampa, Florida 33612, or at such other address as the Department may from time to time designate by written notice to the County; and
- (b) If to the County address to Director of Financial Services and Contracts, Pinellas County Department of Public Works, 440 Court Street, Clearwater, Florida 33756, or at such other address as the County may from time to time designate by written notice to the Department.

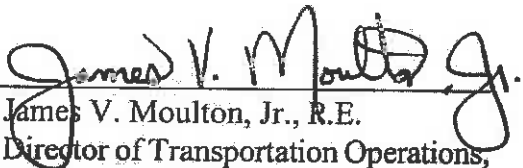
All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

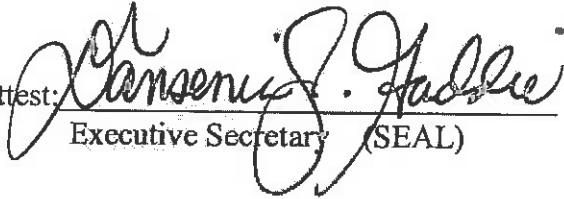
PINELLAS COUNTY
a political subdivision of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Stephen M. Spratt
County Administrator


By: 
James V. Moulton, Jr., R.E.
Director of Transportation Operations,
District Seven

Attest: 
Senior Executive Assistant (SEAL)

Attest: 
Executive Secretary (SEAL)

Legal Review:

Legal Review:


Title: SV, ASST. Cty. Atty.


Office of the General Counsel, District 7

ORDINANCE NO. 04-63

AN ORDINANCE OF THE COUNTY OF PINELLAS, AMENDING CHAPTER 2, ARTICLE III, SECTION 2-62 OF THE PINELLAS COUNTY CODE RELATING TO THE COUNTY ADMINISTRATOR'S APPROVAL AUTHORITY BY INCREASING THE CONTRACT DOLLAR AMOUNT OF APPROVAL AUTHORITY; ESTABLISHING THE EXTENT OF APPROVAL AUTHORITY FOR CONTRACT EXTENSIONS AND ASSIGNMENTS; REVISING APPROVAL AUTHORITY FOR GRANTS; AUTHORIZING APPROVAL AUTHORITY FOR CERTAIN DOCUMENTS AND INSTRUMENTS, INCLUDING AMENDMENTS THERETO; REVISING THE APPROVAL AUTHORITY FOR THE INDUSTRIAL DEVELOPMENT AUTHORITY AND GRANTING APPROVAL AUTHORITY FOR THE EMERGENCY MEDICAL SERVICES AUTHORITY AND FIRE PROTECTION AUTHORITY; REQUIRING A QUARTERLY RECEIPT AND FILED REPORT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AMENDMENT AT THE PUBLIC HEARING; PROVIDING FOR AN EFFECTIVE DATE.

2004 OCT -4 PM 4:49
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA
FILED

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, in a meeting duly assembled this 21st day of September, 2004, as follows:

Section 1. Section 2-62 of the Pinellas County Code is hereby amended to read as follows:

Sec. 2-62. Approval authority.

(a) The county administrator or his/her designee shall have the authority to approve and execute the following documents:

- (1) Any and all contracts including, but not limited to, grants, revenues, interlocal agreements, and intergovernmental contracts, and any amendments, extensions or assignments thereof, including changes in price, terms and conditions, in amounts not to exceed \$250,000.00 in a fiscal or calendar year.

- (2) Amendments to contracts approved by the Board of County Commissioners that involve time only extensions, when there is no increase in price and no changes in terms and/or conditions; or if the only amendment is a name change or the substitution of a party caused by a corporate merger, or resulting from a court order (such as the appointment of a receiver or trustee, federal or state forfeiture, by way of illustration and not limitation).
- (3) Grant applications in amounts not to exceed \$1,000,000.00 including local match or in kind contributions, in a fiscal or calendar year.
- (4) Licenses, access agreements, permits for right of way, landlord estoppel agreements/certificates, temporary use permits and temporary or permanent easements for construction, utility or other governmental purposes, on any real property, whether or not owned by the county and any amendments thereto, including changes in price, terms and conditions.
- (5) Subordination agreements on any real property, whether or not owned by the county.
- (6) Corrective contracts and instruments.
- (7) Releases, satisfactions or assignments of liens and mortgages, upon full payment.
- (8) Any instrument required for the exercise of an option of renewal or extension of a lease or license agreement for a term of a year or years, upon the same terms and conditions as set forth in any original lease or license agreement approved by the board of county commissioners.
- (9) Applications to the state or other political subdivisions, including the county to vacate unopened right of way and abandoned easements.
- (10) Approval of sublease of lease agreement if the original lease agreement allows a sublease upon county approval, and if the original tenant remains ultimately liable under the lease agreement.
- (11) Any instrument required for the exercise of option of renewal or extension, or acceptance of contractor's exercise of option of renewal or extension of use, access, concession or similar agreement (such as the United Parcel Services agreement with the airport, by way of illustration and not limitation) for a term of a year or years, upon the same terms and conditions as set forth in the original agreement approved by the board of county commissioners.

(b) The approval of the above specified lease agreements and/or documents by the county administrator or his/her designee shall include the exercise of such authority on behalf of the county industrial development authority, emergency medical services authority, and fire protection authority.

(c) The county administrator or his/her designee shall have the authority to approve and to authorize the payment of state assessments and fees relating to the self insurance workers compensation program administered by the county risk management department.

(d) All documents approved under this section shall be subject to the county's contract review procedures, placed on a receipt and filed report on the consent agenda of the board of county commissioners at least quarterly and filed with the clerk of the circuit court for placement in board records.

(Ord. No. 02-44, § 1, 5-21-02; Ord. No. 02-68, 8-20-02; Ord. No. 03-95, § 1, 12-2-03)

Section 2. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 3. Codification.

The provisions of this Ordinance shall be included and incorporated in the Pinellas County Code as an addition thereto, and shall be appropriately numbered to conform to the uniform system of the Code.

Section 4. Amendment of Proposed Ordinance at Public Hearing.

Any section, subsection, sentence, clause, phrase, or provision of this Ordinance as proposed be amended, added, or deleted by majority vote of the Board of County Commissioners as a result of matters raised at the public hearing or in consultation with responsible authorities, then such amendments, additions or deletions shall be validly adopted without additional advertisement or hearing.

Section 5. Filing of Ordinance; Effective Date.

Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Pinellas County Board of County Commissioners. The Ordinance shall become effective upon filing of the Ordinance with the Department of State.

STATE OF FLORIDA

COUNTY OF PINELLAS

I, KARLEEN F. De BLAKER, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners of Pinellas County, Florida, on September 21, 2004 relative to:

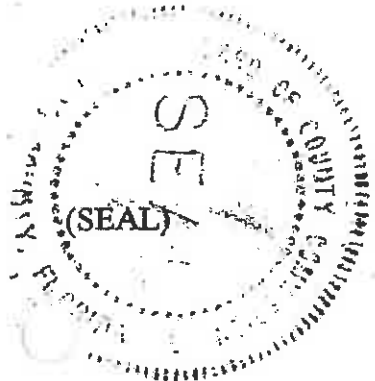
ORDINANCE NO. 04-63

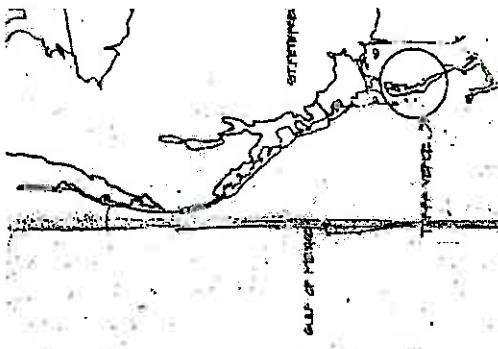
AN ORDINANCE OF THE COUNTY OF PINELLAS, AMENDING CHAPTER 2, ARTICLE III, SECTION 2-62 OF THE PINELLAS COUNTY CODE RELATING TO THE COUNTY ADMINISTRATOR'S APPROVAL AUTHORITY BY INCREASING THE CONTRACT DOLLAR AMOUNT OF APPROVAL AUTHORITY; ESTABLISHING THE EXTENT OF APPROVAL AUTHORITY FOR CONTRACT EXTENSIONS AND ASSIGNMENTS; REVISING APPROVAL AUTHORITY FOR GRANTS; AUTHORIZING APPROVAL AUTHORITY FOR CERTAIN DOCUMENTS AND INSTRUMENTS, INCLUDING AMENDMENTS THERETO; REVISING THE APPROVAL AUTHORITY FOR THE INDUSTRIAL DEVELOPMENT AUTHORITY AND GRANTING APPROVAL AUTHORITY FOR THE EMERGENCY MEDICAL SERVICES AUTHORITY AND FIRE PROTECTION AUTHORITY; REQUIRING A QUARTERLY RECEIPT AND FILED REPORT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AMENDMENT AT THE PUBLIC HEARING; PROVIDING FOR AN EFFECTIVE DATE.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 28th day of September 2004.

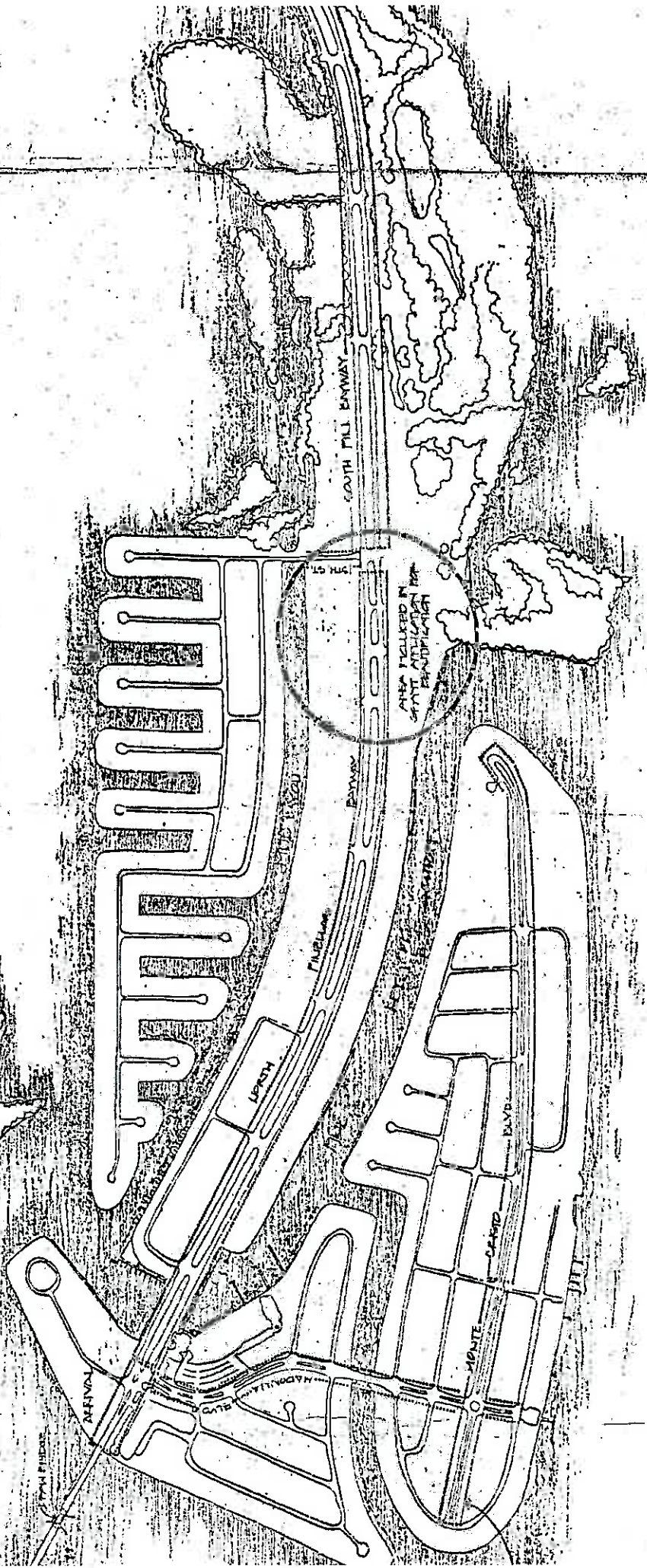
KARLEEN F. De BLAKER
Clerk of the Circuit Court
And Ex-officio Clerk to the
Board of County Commissioners

By: 
Linda R. Reed, Deputy Clerk





TAMPA BAY



GULF of MEXICO