



City of South Pasadena

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707
PH: (727) 347-4171 FAX: (727) 345-0518
WWW.MYSOUTHPASADENA.COM

A G E N D A

REGULAR COMMISSION MEETING
SOUTH PASADENA, FLORIDA

TUESDAY, JUNE 10, 2025
COMMISSION CHAMBERS 7:00 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
REPORTS
PEOPLE'S FORUM
AGENDA COMMENT

DISCUSSION ITEMS

PUBLIC HEARING - LEGISLATIVE

1. ORDINANCE NO. 2025-01 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING ORDINANCE NO. 2024-05, THE CITY'S 2024/2025 FISCAL BUDGET, BY REMOVING ESTIMATED PROCEEDS TOTALING \$1,288,150 FOR THE SALE OF FIRE STATION #20 LOCATED AT 911 OLEANDER WAY, AND BY INCREASING CERTAIN GENERAL FUND AND CAPITAL IMPROVEMENT FUND APPROPRIATIONS TOTALING \$265,205 FOR PUBLIC SAFETY AND HURRICANE RECOVERY EXPENDITURES APPROVED IN COMMISSION WORKSHOPS; PROVIDING FOR AN EFFECTIVE DATE - SECOND AND FINAL READING.

UNFINISHED BUSINESS

NONE

REGULAR COMMISSION MEETING
TUESDAY, JUNE 10, 2025 - 7:00 P.M.

CONSENT AGENDA

Resolutions and Motions of a non-controversial nature may be placed on the Consent Agenda. One motion for approval is required to pass the entire Consent Agenda; however, any item(s) may be removed prior to motion for approval.

2. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTH OF MAY 2025 ON FILE IN CITY CLERK'S OFFICE

AGENDA MEETING, MAY 6, 2025; ADMINISTRATIVE WORKSHOP, MAY 6, 2025; REGULAR COMMISSION MEETING, MAY 13, 2025; AND ADMINISTRATIVE WORKSHOP, MAY 20, 2025.

NEW BUSINESS

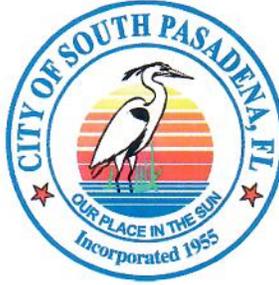
3. MOTION - TO RATIFY SERVICES/CONSULTING AGREEMENT WITH INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC FOR THE PERFORMANCE OF SERVICES RELATED TO PLANNING.
4. MOTION - TO AUTHORIZE MAYOR PENNY TO SIGN FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND PASADENA COMMUNITY CHURCH FOR USE OF THEIR FACILITY AS A SECONDARY EMERGENCY OPERATIONS CENTER.

ADJOURN

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance: NO. 2025-01 Date Submitted: 05/28/2025
 Resolution: Agenda Meeting Date: 06/03/2025
 Motion: Regular Meeting Date: 06/10/2025
 Information Only Submitted By: COMM. NEIDINGER
 No Action Needed: Written By: *[Signature]*
 Discussion:

Subject Title: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2025-01 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING ORDINANCE NO. 2024-05, THE CITY'S 2024/2025 FISCAL BUDGET, BY REMOVING ESTIMATED PROCEEDS TOTALING \$1,288,150 FOR THE SALE OF FIRE STATION #20 LOCATED AT 911 OLEANDER WAY, AND BY INCREASING CERTAIN GENERAL FUND AND CAPITAL IMPROVEMENT FUND APPROPRIATIONS TOTALING \$265,205 FOR PUBLIC SAFETY AND HURRICANE RECOVERY EXPENDITURES APPROVED IN COMMISSION WORKSHOPS; PROVIDING FOR AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-01 ON FIRST READING MAY 13, 2025
 TO PASS AND ADOPT ORDINANCE NO. 2025-01 ON SECOND AND FINAL READING

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING ORDINANCE NO. 2024-05, THE CITY'S 2024/2025 FISCAL BUDGET, BY REMOVING ESTIMATED PROCEEDS TOTALING \$1,288,150 FOR THE SALE OF FIRE STATION #20 LOCATED AT 911 OLEANDER WAY, AND BY INCREASING CERTAIN GENERAL FUND AND CAPITAL IMPROVEMENT FUND APPROPRIATIONS TOTALING \$265,205 FOR PUBLIC SAFETY AND HURRICANE RECOVERY EXPENDITURES APPROVED IN COMMISSION WORKSHOPS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in previous workshops, Department Heads and the City Commission discussed whether to sell the old Fire Station 20 located at 911 Oleander Way, or to use it for other city purposes, and

WHEREAS, the consensus was to consider the transfer of Public Works to the 911 Oleander Way location and, due to this plan, the property will not be sold in fiscal 2025, finance recommends that the budgeted sales proceeds be removed from the Budget, and

WHEREAS, hurricanes Helene and Milton have placed additional administrative, permitting and inspection burdens on the Community Improvement workload, and

WHEREAS, outside funding for additional help has expired as of March 27, 2025 and the Community Improvement Director has determined that approximately 750 hours of services for inspections and plan examination may be needed for the remainder of fiscal 2025 at an estimated cost of \$82,500, and

WHEREAS, the City Commission ratified an Agreement with Bureau Veritas North America, Inc. to provide building inspections and plan review services through March of fiscal 2026 on April 8, 2025, and

WHEREAS, the Community Improvement Director has requested additional administrative assistance and at the April 15, 2025 administrative workshop requested adding a new full-time temporary Office Assistant position with an estimated cost for the remainder of fiscal 2025 of \$33,250, and

WHEREAS, the Community Improvements Department needs to add two Enterprise Permitting and Licensing user licenses for new

positions which would require an increased computer consulting budget of \$3,205 for the remainder of fiscal 2025, and

WHEREAS, on February 4, 2025, the City Commission approved a \$1,500 donation to the John Morrone Legacy Foundation which allows attendance of City Commissioners and personnel at the 29th Annual Law Enforcement and First Responder Appreciation Dinner, and

WHEREAS, an increase of \$750 to the original \$750 budget is needed to fund the approved amount, and

WHEREAS, amounts were budgeted for security cameras in the fiscal 2024 annual budget but were never rolled forward to fiscal 2025, and

WHEREAS, the security cameras were approved by the Commission and installed by Phone-Link, FL, LLC at a cost of approximately \$13,600 for the City Hall offices and \$12,500 for the Community Improvement Annex office, and

WHEREAS, the Fire Chief has collected quotes for fuel tank removal at the old fire station (located at 911 Oleander Way) and is requesting \$14,500 to budget the removal before fiscal year-end by Pinellas Tank Removals as the most cost effective vendor, and

WHEREAS, on February 4, 2025 after reviewing several options, the City Commission approved the Public Safety request to purchase a refurbished 2003 Stewart & Stevenson High Water Vehicle for a cost not to exceed \$80,000, and

WHEREAS, at the April 15, 2025 administrative workshop the City Administrator discussed the need to replace the Community Improvement Department 2017 Nissan Pathfinder that has sustained \$7,000 in damage due to a rusting undercarriage and informed the Commission of the immediate availability of a 2025 Ford Maverick crew cab pickup truck for approximately \$24,900 after a \$5,000 trade-in allowance for the Nissan, and

WHEREAS, on April 15, 2025 the City Commission approved the purchase of the 2025 Ford Maverick under the Sourcewell Contract through Alan Jay Fleet Sales, and

WHEREAS, at the March 4, 2025 administrative workshop the City Commission approved the purchase of a Koolaire Ice Machine

for the Public Works shop using unspent funds under its 2025 vehicle purchase budget in the amount of \$4,845.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of South Pasadena, Florida:

SECTION 1. Section 1 of Ordinance No. 2024-05 is hereby amended as follows:

1. General Fund Appropriations - Public Safety is hereby increased by \$118,955 from \$5,707,075 to \$5,826,030, and
2. General Fund Appropriations - Human Services is hereby increased by \$750 from \$8,500 to \$9,250, and
3. General Fund - Total Appropriations and Transfers is hereby increased by \$119,705 from \$9,242,075 to \$9,361,780, and
4. General Fund - Reserves is hereby decreased by \$119,705 from \$260,350 to \$140,645, and
5. General Fund Total Appropriations, Transfers and Reserves is unchanged at \$9,502,425, and
6. Capital Improvements Fund - Fund Balance is hereby increased by \$1,433,650 from \$4,975 to \$1,438,625, and
7. Capital Improvements Fund - Sale of Assets is hereby decreased by \$1,288,150 from \$1,288,150 to \$0, and
8. Capital Improvements Fund Total Estimated Revenue, Transfers and Fund Balance is hereby increased by \$145,500 from \$3,676,925 to \$3,822,425, and
9. Capital Improvements Fund Appropriations - General Government is hereby increased by \$13,600 from \$684,635 to \$698,235, and
10. Capital Improvements Fund Appropriations - Public Safety is hereby increased \$131,900 from \$1,107,340 to \$1,239,240, and
11. Capital Improvements Fund - Total Appropriations and Transfers is hereby increased \$145,500 from \$3,676,925 to \$3,822,425, and
12. Capital Improvements Fund Total Appropriations, Transfers and Reserves is hereby increased by \$145,500 from \$3,676,925 to \$3,822,425.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon final passage.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

PASSED ON FIRST READING _____ MAY 13TH _____, 2025.

PASSED ON SECOND AND FINAL READING _____, 2025.

THIS IS TO CERTIFY THAT I, the undersigned City Clerk did cause the noticing of the above ordinance in accordance with Chapter 166.041 of the Florida Statutes.

Carley Lewis, City Clerk

THIS ORDINANCE HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

City Attorney

2. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTH OF MAY 2025 ON FILE IN CITY CLERK'S OFFICE

AGENDA MEETING, MAY 6, 2025; ADMINISTRATIVE WORKSHOP, MAY 6, 2025; REGULAR COMMISSION MEETING, MAY 13, 2025; AND ADMINISTRATIVE WORKSHOP, MAY 20, 2025.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	05/20/2025
Resolution:	Agenda Meeting Date:	06/03/2025
Motion: X	Regular Meeting Date:	06/10/2025
Information Only	Submitted By:	COMMISSIONER MCALEES
No Action Needed:	Written By:	
Discussion:		

Subject Title: (If Ordinance or Resolution, state number and title in full.)

SERVICES/CONSULTING AGREEMENT WITH INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC FOR THE PERFORMANCE OF SERVICES RELATED TO PLANNING

Motion Proposed:

TO RATIFY SERVICES/CONSULTING AGREEMENT WITH INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC FOR THE PERFORMANCE OF SERVICES RELATED TO PLANNING.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

SERVICES/CONSULTING AGREEMENT

Between
City of South Pasadena
(hereinafter referred to as “City”)
7047 Sunset Dr. S
South Pasadena, FL 33707

And

Infrastructure Consulting & Engineering, PLLC, LLC
(hereinafter referred to as “Consultant”)
110 Midlands Court
West Columbia, SC 29169

This Services/Consulting agreement (“Agreement”) shall be in effect as of May 20, 2025 (“Effective Date”) and is for the performance of services relating to planning for the City of South Pasadena.

RECITALS

WHEREAS, the City is a municipal corporation duly organized pursuant to the laws of the State of Florida with the authority to contract for consulting services deemed necessary for the City;

WHEREAS, the City desires to retain Consultant to render services to the City as specified below;

WHEREAS, due to the additional burdens from emergencies presented by Hurricanes Helene and Milton, the City desires to continue to use the planning services through Consultant;

WHEREAS, pursuant to Code Section 48-1(10) the City Commission finds that the services are needed to continue immediately to avoid endangering public health, safety, and welfare, and to avoid other substantial loss to the City, as the City continues to feel the impact of Hurricanes Helene and Milton;

WHEREAS, nothing contained herein shall be construed as authorizing any services covered by section 287.055, Florida Statutes.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which both parties acknowledge, Consultant and City agree as follows:

ARTICLE I. RELATIONSHIP. The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant, who is an independent contractor. Consultant **is not to be considered an** agent or employee of the City for any purpose and is not entitled to any benefits that the City provides for its employees. It is understood that Consultant is free to perform similar services for other parties while under contract with the City so long as the requirements of this Agreement are satisfied.

ARTICLE II. SCOPE OF SERVICES.

1. **Services to be performed:** Provide planner services to the City upon request at the rates set forth below. Planner services shall not include any architecture, engineering, or other professional services that would be covered by section 287.055, Florida Statutes.
2. **Controlling Documents:** Based on the needs of the City for planner services, and the City's determination to acquire those services from Consultant, the City will issue a task assignment to Consultant for the specific services needed. Issuance of a task assignment to Consultant for any needed services will be based on the City's sole judgment and discretion. Each task assignment will contain a description of the specific services required, and a schedule for completing the services. A task assignment may include a not-to-exceed amount.
3. In the event of a conflict or inconsistency between the Agreement and the documents listed under Article II. 2., the terms and provisions of this Agreement shall prevail.
4. Time is of the essence in performance of this Agreement.

ARTICLE III. FEES/TERM.

1. **Fees:** For services rendered, the City shall pay the Consultant as follows:

Planner: \$225/hour

Unless otherwise agreed in a Scope of Services, the Consultant shall invoice the City monthly based upon the Consultant's fees for services completed during the billing period. Consultant shall be responsible for all licenses, permits, costs and expenses he/she incurs in the performance of services under this Agreement, including all taxes and assessments resulting therefrom.

2. **Term:** Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend six (6) months from the Effective Date. This Agreement may be extended by mutual written agreement of the parties for an additional six (6) month period if the City administrator determines it is necessary to continue to mitigate hurricane impacts, for a maximum period of one (1) year.

ARTICLE IV. TERMINATION. This Agreement can be terminated immediately by either party upon thirty (30) days' written notice.

ARTICLE V. INDEMNITY AND INSURANCE.

1. Indemnification

- a. Consultant shall defend at his or her expense, pay on behalf of hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials, and volunteers from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys' and experts' fees at trial and on appeal (collectively, "Claims") for damage, sustained by any persons or entities, which damage are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i. The performance of this Agreement (including amendments thereto) by Consultant, including any misrepresentation by a member of Consultants management team; or
 - ii. The failure of Consultant to comply and conform with applicable laws; or
 - iii. Any negligent act of omission of the Consultant, whether or not such negligence is claimed to be either solely that of the Consultant or to be in conjunction with the claimed negligence of others; or
 - iv. Any reckless or intentional wrongful act or omission of the Consultant.
- b. The City shall defend at its expense, pay on behalf of hold harmless and indemnify the Consultant, its officers, employees, or agents, from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys' and experts' fees at trial and on appeal (collectively, "Claims") for damage sustained by any persons or entities, which damage are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i. The performance of this Agreement (including amendments thereto) by the City; or
 - ii. The failure of City to comply and conform with applicable laws; or
 - iii. Any negligent act of omission of the City, whether or not such negligence is claimed to be either solely that of the City; or
 - iv. Any reckless or intentional wrongful act or omission of the City.
- c. The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by

modification of the same. Such a waiver, release or modification is to be affected only through a written modification to this agreement.

ARTICLE VII. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement constitutes the complete agreement of the parties, supersedes all prior agreements pertaining to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise between the parties not embodied in this instrument shall have any force or effect. No amendment or modification to this Agreement shall be valid unless in writing and signed by the City and the Consultant.

ARTICLE IX. LICNESES AND PERMITS. It is the responsibility of the Consultant to have a current and valid Occupational License and all other licenses and governmental permits required or necessary to perform the Services hereunder and to provide a copy of same to the City.

ARTICLE X. NOTICES. DOCUMENT OWNERSHIP. RECORDS AND RETENTION.

1. **Notices:** All notices must be in writing and delivered in person, by certified mail, or by email to the address listed on the front page of this Agreement. Notices shall be deemed delivered upon expiration of five (5) days following the date mailed by certified mail or upon confirmation of delivery by email.
2. **Document Ownership:** Any presentations, reports or work papers produced under this Agreement shall be the sole property of the City and may not be reproduced, used, or copied without the expressed permission of City, which permission may be granted or withheld in its sole discretion.
3. **Records and Retention:** The original files and work materials relating to all services performed under this Agreement shall be maintained in a file onsite as designated by the City.

ARTICLE XI. SEVERABILITY. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

ARTICLE XII. DISPUTES & ATTORNEYS' FEES. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs

reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

ARTICLE XIII. WAIVER OF JURY TRIAL. BOTH PARTIES HERETO DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO THIS AGREEMENT.

ARTICLE XIV. CONTRACT NOT ASSIGNABLE. This Agreement may not be assigned by Consultant without the express written consent of the City, granted or withheld in its sole discretion. Further, this Agreement may only be performed by those principals of Consultant who have represented to the City that they will perform the essential functions of this Agreement, and no others except as may be approved by the City in writing.

ARTICLE XV. CONSULTANT'S DUTY UNDER PUBLIC RECORDS LAW.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITYHALL@MYSOUTHPASADENA.COM, (727)-347-4171, OR 7047 SUNSET DRIVE SOUTH, SOUTH PASADENA, FL 33707.

If Chapter 119.0701, Florida Statutes applies to Consultant, then Consultant shall comply with applicable public records laws and shall:

1. Keep and maintain public records required by the City to perform the service required under this Agreement.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Agreement term and following completion of the Agreement if the consultant does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A request to inspect or copy public records relating to this contract must be made directly to the City. If the City does not possess the requested records, it shall immediately notify Consultant of the request, and Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

6. If Consultant does not comply with the City's request for records, the City shall enforce these contract provisions in accordance with the Agreement.

7. If Consultant fails to provide requested public records to the City within a reasonable time, Consultant may be subject to penalties under Section 119.10, Florida Statutes.

Consultant understands and agrees that the City's compliance with Section XII Confidentiality of the Consultant's Proposal is limited by the obligation of the City to comply with Florida Statutes as it relates to public records, as defined in Florida Statutes.

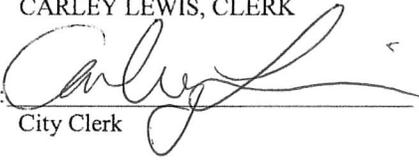
[Signature Page to Follow]

ATTEST:

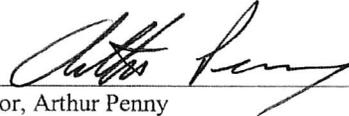
MAYOR OF THE CITY OF SOUTH
PASADENA, FLORIDA

CARLEY LEWIS, CLERK

By:


City Clerk

By:


Mayor, Arthur Penny

APPROVED AS TO FORM

By:


City Attorney

Infrastructure Consulting & Engineering, PLLC, LLC

By:

Title:

Date:

 - V.P.

5-14-25

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	06/05/2025
Resolution:	Agenda Meeting Date:	
Motion: X	Regular Meeting Date:	06/10/2025
Information Only	Submitted By:	MAYOR PENNY
No Action Needed:	Written By:	
Discussion:		

Subject Title: (If Ordinance or Resolution, state number and title in full.)

AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND PASADENA COMMUNITY CHURCH FOR USE OF THEIR FACILITY AS A SECONDARY EMERGENCY OPERATIONS CENTER

Motion Proposed:

TO AUTHORIZE MAYOR PENNY TO SIGN FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND PASADENA COMMUNITY CHURCH FOR USE OF THEIR FACILITY AS A SECONDARY EMERGENCY OPERATIONS CENTER.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

FACILITY USE AGREEMENT

An Agreement for the use of the Life Enrichment Center (LEC) on property owned by the Pasadena Community Church, by and between the City of South Pasadena, Florida a Municipal Corporation with its principal place of business located at 7047 Sunset Drive S., South Pasadena, Florida 33707 (hereinafter, "the City"), and the Pasadena Community Church, a Florida Corporation, with its principal place of business located at 227 70th Street South, St. Petersburg, Fl., 33707 (hereinafter, "the Church").

WHEREAS, the City desires to use the LEC located on Church property, more specifically described herein; and

WHEREAS, the Church is agreeable to allowing the City to use said facilities; and

WHEREAS, it is desirable that the respective duties and responsibilities of the respective parties be set forth in a written agreement; and,

NOW, THEREFORE, the City of South Pasadena, Florida, a municipal corporation, hereinafter referred to as "City", and the Pasadena Community Church, hereinafter referred to as "Church", agree as follows:

WITNESSETH:

For and in consideration of the covenants herein contained, the parties agree as follows:

1. The Church agrees to allow the City to use the LEC located at the Church for the purpose of emergency operations in accordance with the terms of the "Support Center Plan" as defined below.
2. This Agreement shall be in effect from July 1, 2025 through June 30, 2030. The City and Church may cancel this Agreement at will, without cause and in its sole discretion upon thirty (30) days written notice to the other party.
3. Prior to execution of this lease, the City agrees to submit a "Support Center Plan" to include such items as contact information; notification procedures; schedule for improvements; diagram identifying specific areas for use; and general operating procedures. The City agrees to meet with Church representatives by May 1 each year to review the "Support Center Plan" and make the necessary adjustments as determined by the parties.
4. To the extent permitted by law and without waiving its sovereign immunity, the City agrees to assume liability for and indemnify, hold harmless, and defend the Church, its officers, employees, agents, and attorneys from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in

equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement whether or not due to or caused by the negligence of the Church, its officers, employees, agents, and attorneys excluding only the sole negligence of the Church, its officers, employees, agents and attorneys.

The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Subject to the limitations set forth in this Section, the City shall assume control of the defense of any claim asserted by a third party against the Church and, in connection of such defense, shall appoint lead counsel, in each case at the City's expense. The Church shall have the right, at its option, to participate in the defense of any third party claim, without relieving the City of any of its obligations hereunder. If the City assumes control of the defense of any third party claim in accordance with this paragraph, the City shall obtain the prior written consent of the Church before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the City shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Church and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Church, be detrimental in any material respect to the Church's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Church; or (iii) the City has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

5. The City agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the Church for any foods or supplies that may be used by the City in the conduct of its activities at the LEC. The City further agrees to repair, replace, or reimburse the Church for any damage to the property of the Church caused by any act or omission by the City during its use of the property within sixty (60) days of the date it ceases use of the property. In the event the City fails to make such repair or replacement within sixty (60) days, the Church may perform such repairs or replacement as it, in its sole discretion, determines necessary to return the LEC to the condition it was in prior to the City's occupation, normal wear and tear excepted. The Church shall then provide the City with a detailed invoice setting

forth the costs incurred in making the repairs or replacement and the City shall be obligated to pay the invoice within fifteen (15) days of delivery of the invoice.

6. The City at its expense shall keep in force during the term of this Agreement, insurance from an insurance company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance which must be submitted to, and approved by, the Church prior to the effective date of this Agreement. The Church shall be named as an additional insured under the policy, and the Church shall be provided with a 30 day notice in the event of cancellation, non-renewal or adverse change to the policy. The City shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive, General Liability Insurance with a minimum limit of **\$1,000,000** per occurrence combined single limit and aggregate of **\$2,000,000**.
7. This Agreement may not be assigned or transferred in any manner by the City without the written consent of the parties.
8. This Agreement shall be binding upon the parties hereto, their successors and assigns.
9. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereinafter null and void and of no further force and effect whatsoever. This Agreement constitutes the entire agreement between the parties hereto; it may only be modified or amended in writing signed by all parties.
10. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Pinellas County, Florida. If any provision hereof, excluding paragraph 4, is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision, excluding paragraph 4, shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement. If paragraph 4 is deemed unenforceable, then this Agreement shall terminate immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2025.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASADENA COMMUNITY CHURCH

PCC REPRESENTATIVE

WITNESS

CITY OF SOUTH PASADENA

MAYOR

WITNESS

REVIEWED AND APPROVED:

CITY ATTORNEY