



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, AUGUST 26, 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. 2025-02 – AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING CHAPTER 90, EMERGENCY MANAGEMENT, SECTION 1 – AUTHORITY OF INCIDENT COMMANDER, SUBSECTION (A); PROVIDING FOR A PERMANENT WAIVER OF THE INCIDENT COMMANDER'S \$50,000 EMERGENCY EXPENDITURE LIMIT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE – SECOND AND FINAL READING.

UNFINISHED BUSINESS

NONE

CONSENT AGENDA

2. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTHS OF JUNE AND JULY 2025 ON FILE IN CITY CLERK'S OFFICE
AGENDA MEETING, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 10, 2025; REGULAR COMMISSION MEETING, JUNE 10, 2025; ADMINISTRATIVE WORKSHOP, JUNE 17, 2025; AGENDA MEETING, JUNE 24, 2025;

REGULAR COMMISSION MEETING
TUESDAY, AUGUST 26, 2025 - 7:00 P.M.

ADMINISTRATIVE WORKSHOP, JUNE 24, 2025; EXECUTIVE SESSION,
JUNE 26, 2025; REGULAR COMMISSION MEETING, JULY 1, 2025.

NEW BUSINESS

3. ORDINANCE NO. 2025-03 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2025-2026 BUDGET; PROVIDING AN EFFECTIVE DATE - FIRST READING.
4. ORDINANCE NO. 2025-04 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$11.88 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$339.31 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE - FIRST READING.
5. ORDINANCE NO. 2025-05 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 9.5%; PROVIDING AN EFFECTIVE DATE - FIRST READING.
6. RESOLUTION NO. 2025-09 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026.
7. MOTION - TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR GOVERNMENTAL CONSULTING SERVICES.
8. MOTION - TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR INTERGOVERNMENTAL LEGAL SERVICES.
9. MOTION - TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINELLAS PARK AND THE CITY OF SOUTH PASADENA FOR MUTUAL AID, USE OF DEBRIS MANAGEMENT SITES, AND FUEL OPERATIONS.

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. 2025-02	Date Submitted:	08/13/2025
Resolution:		Agenda Meeting Date:	08/19/2025
Motion:		Regular Meeting Date:	08/26/2025
Information Only		Submitted By:	MAYOR PENNY
No Action Needed:		Written By:	
Discussion:			

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

ORDINANCE NO. 2025-02 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING CHAPTER 90, EMERGENCY MANAGEMENT, SECTION 1 - AUTHORITY OF INCIDENT COMMANDER, SUBSECTION (A); PROVIDING FOR A PERMANENT WAIVER OF THE INCIDENT COMMANDER'S \$50,000 EMERGENCY EXPENDITURE LIMIT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-02 ON FIRST READING JULY 1, 2025

TO PASS AND ADOPT ORDINANCE NO. 2025-02 ON SECOND AND FINAL READING

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

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING CHAPTER 90, EMERGENCY MANAGEMENT, SECTION 1 – AUTHORITY OF INCIDENT COMMANDER, SUBSECTION (A); PROVIDING FOR A PERMANENT WAIVER OF THE INCIDENT COMMANDER’S \$50,000 EMERGENCY EXPENDITURE LIMIT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Pasadena (“City Commission”) finds that the existing \$50,000 expenditure limitation on the authority of the City’s appointed Incident Commander may unduly hinder the City’s ability to respond swiftly and effectively to emergencies and disasters;

WHEREAS, the City Commission finds it is in the best interest of the public health, safety, and welfare to permanently remove the \$50,000 emergency expenditure limitation for the Incident Commander, while maintaining appropriate oversight and accountability;

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SOUTH PASADENA, FLORIDA:

SECTION 1: ADOPTION OF FINDINGS. The above recitals represent the legislative findings of the City of South Pasadena, Florida, relative to the provisions of this Ordinance and are fully incorporated herein by reference.

SECTION 2. AMENDMENT OF INCIDENT COMMANDER EXPENDITURE LIMIT. Part II – General Legislation, Section 90-1—Authority of Incident Commander, (A), is amended to remove the provision which states emergency expenditures made by the Incident Commander must not exceed \$50,000. Subsection (A) is hereby amended by removing the strike through language as follows:

(A) Utilize all available resources of the city as reasonably necessary to cope with the emergency, ~~including emergency expenditures not to exceed \$50,000.~~ During the state of emergency, the city’s purchasing requirements are waived.

SECTION 3. SEVERANCE. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective immediately upon final passage.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

PASSED ON FIRST READING _____ JULY 1ST _____, 2025.

PASSED AND ADOPTED 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 MONTHS OF JUNE AND JULY 2025 ON FILE IN CITY CLERK'S OFFICE
-
- AGENDA MEETING, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 10, 2025; REGULAR COMMISSION MEETING, JUNE 10, 2025; ADMINISTRATIVE WORKSHOP, JUNE 17, 2025; AGENDA MEETING, JUNE 24, 2025; ADMINISTRATIVE WORKSHOP, JUNE 24, 2025; EXECUTIVE SESSION, JUNE 26, 2025; AND REGULAR COMMISSION MEETING, JULY 1, 2025.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance: NO. 2025-03

Date Submitted: 08/13/2025

Resolution:

Agenda Meeting Date: 08/19/2025

Motion:

Regular Meeting Date: 08/26/2025

Information Only

Submitted By: COMM. NEIDINGER

No Action Needed:

Written By:

Discussion:

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

ORDINANCE NO. 2025-03 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2025-2026 BUDGET; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-03 ON FIRST READING

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

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING
FISCAL YEAR 2025-2026 BUDGET; PROVIDING AN EFFECTIVE DATE.

THE CITY OF SOUTH PASADENA DOES ORDAIN:

SECTION 1. The 2025-2026 Budget for the Fiscal Year beginning October
1, 2025 and ending September 30, 2026, establishing:

THE FOLLOWING ESTIMATED REVENUES, TRANSFERS, AND APPROPRIATIONS:

	<u>GENERAL FUND</u>	<u>CAPITAL IMPROVEMENTS</u>	<u>ENTERPRISE FUNDS</u>
FUND BALANCE	\$ 24,975	\$ 1,487,455	\$ 288,625
INTERFUND TRANSFERS-IN		642,620	
ESTIMATED REVENUES:			
AD VALOREM TAX	5,322,500		
FRANCHISE TAXES	616,000		
UTILITY TAXES	984,400		
SALES AND USER TAXES	68,000	784,500	
LICENSES & PERMITS	719,500		
INTERGOVERNMENTAL	2,108,450		
USER FEES			2,205,200
FINES AND FORFEITURES	3,500		
GRANT REVENUE		952,700	
MISCELLANEOUS	<u>209,000</u>	<u>159,000</u>	<u>119,150</u>
TOTAL ESTIMATED REVENUES, TRANSFERS, & FUND BALANCE	\$10,056,325	\$4,026,275	\$2,612,975

[Handwritten signature]
8/21/25

THIS IS TO CERTIFY that I, the undersigned Clerk, did cause the noticing of the above Ordinance in accordance with Chapters 166.041 and 200.065 of the Florida Statutes.

Carley Lewis, City Clerk

PASSED ON FIRST READING _____, 2025.

PASSED ON SECOND READING _____, 2025.
(First Public Hearing)

PASSED ON THIRD AND FINAL READING _____, 2025.
(Second Public Hearing)

Carley Lewis, City Clerk

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


City Attorney



CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	NO. 2025-04	Date Submitted:	08/13/2025
Resolution:		Agenda Meeting Date:	08/19/2025
Motion:		Regular Meeting Date:	08/26/2025
Information Only		Submitted By:	COMM. NEIDINGER
No Action Needed:		Written By:	
Discussion:			

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

ORDINANCE NO. 2025-04 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$11.88 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$339.31 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-04 ON FIRST READING

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

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$11.88 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$339.31 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of South Pasadena Reclaimed Water rates are currently \$10.87 monthly for residential customers and \$310.58 per pervious acre per month for commercial customers; and

WHEREAS, Pinellas County Utilities provides the reclaimed water used by the residents of South Pasadena; and

WHEREAS, Pinellas County Utilities has adopted wholesale reclaimed water rate increases from Fiscal Year 2025 through Fiscal Year 2027; and

WHEREAS, there is a 14.96% approved increase (to \$760.43 PMG) for the fiscal year ending in September 2026; and

WHEREAS, the projected increase in reclaimed water costs for Fiscal Year 2026 is approximately \$13,260 and is projected to be \$143,000 based on expected processing volumes of 188.2 million gallons for fiscal 2026; and

WHEREAS, a recommended 9.25% increase in Reclaimed Water Fees is expected to generate \$321,200 or an additional \$27,200 annually in Reclaimed Water Revenue; and

WHEREAS, the City Commission desires to cover increases in reclaimed water cost charged by the County and to maintain adequate reserves for capital improvements and replacements to the City reclaimed water system.

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

Section 1. FINDINGS AND MONTHLY RATE INCREASE. As a result of the findings of the City Commission set forth above, that effective November 1, 2025, the Base Reclaimed Water Rates shall be increased by 9.25%. Subsection 192-20 of Appendix Chapter A198 of the Code of

Ordinances, the schedule of rates for reclaimed water service, is amended to read as follows:

Water reclamation monthly service charges:

Single family\$ 11.88 per month

Multi-Family, Commercial, Municipal and all others

Multi-Family\$ 339.31 per pervious acre per month

Commercial\$ 339.31 per pervious acre per month

Municipal (Public).....\$ 339.31 per pervious acre per month

Section 2. EFFECTIVE DATE. The amended reclaimed water rates established hereunder shall be utilized for the October 2025 meter readings to calculate billings beginning November 1, 2025.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

PASSED ON FIRST READING _____, 2025.

PASSED AND ADOPTED 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

A handwritten signature in black ink, followed by the date 8/22/25.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance: NO. 2025-05

Date Submitted: 08/13/2025

Resolution:

Agenda Meeting Date: 08/19/2025

Motion:

Regular Meeting Date: 08/26/2025

Information Only
No Action Needed:

Submitted By: COMM. NEIDINGER

Written By:

Discussion:

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

ORDINANCE NO. 2025-05 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 9.5%; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-05 ON FIRST READING

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

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 9.5%; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to gradually adjust rates to cover the cumulative effects of the increases in sewer processing rates and any new annual processing charges; and

WHEREAS, the City of St. Petersburg has proposed increasing processing fees by 9.55% for Fiscal Year 2026 from \$6,531 per million gallons (PMG) to \$7,155 PMG; and

WHEREAS, the City of South Pasadena's projected sewer processing volume for Fiscal Year 2025 averaged 189 million gallons or higher; and

WHEREAS, the St. Petersburg processing charge for 2026 will increase sewer processing costs by an estimated \$163,205 (to \$1,690,900) based on expected processing volumes of 189 million gallons; and

WHEREAS, no change in Sewer Fees for Fiscal Year 2026 would result in an estimated \$452,060 cash flow deficit; and

WHEREAS, the City Commission desires to have the Sewer Enterprise Fund at or near a breakeven cash flow, but recognizing the impact of Hurricanes Helene and Milton on citizen finances; and

WHEREAS, The City Commission desires to partially recover the additional \$452,060 in additional costs, and

WHEREAS, a recommended 9.5% increase in variable and fixed charges is expected to generate \$1,884,000 or an additional \$163,435 in Sewer Fee Revenue resulting in a reduced deficit of \$288,625; and

WHEREAS, in order to cover the increased sewer processing charges for Fiscal Year 2026, it is imperative that revenue from sewer fees be raised.

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

Section 1. FINDINGS AND USAGE RATE INCREASE. As a result of the findings of the City Commission set forth above, that effective November 1, 2025, the Base and Minimum monthly charge and Flow Charge rates for sewer service shall be increased by 9.5%. Subsection 169-22A of Appendix Chapter A198 of the Code of Ordinances, the schedule of base and flow rates for sewer service, is amended to read as follows:

Base and minimum monthly charge of:

Single family and multi-family units,
including mobile homes \$ 8.62 per unit

Commercial, institutional, public and all others
5/8" meter \$ 8.62
1" meter \$ 22.13
1 ½" meter \$ 49.82
2" meter \$ 88.52
3" meter \$ 199.18
4" meter \$ 354.10
6" meter \$ 796.69
8" meter \$1,416.31

In addition to the base rates set above, all accounts shall pay an additional flow charge of \$10.48 per 1,000 gallons, based on potable water use.

Section 2. EFFECTIVE DATE. The amended sewer usage rates established hereunder shall be utilized for the October 2025 meter readings to calculate billings beginning November 1, 2025.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

[Handwritten signature]
9/22/25

PASSED ON FIRST READING _____, 2025.

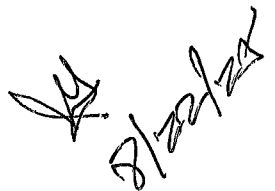
PASSED AND ADOPTED ON SECOND AND FINAL READING _____, 2025.

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

 8/22/25

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	08/13/2025
Resolution: NO. 2025-09	Agenda Meeting Date:	08/19/2025
Motion:	Regular Meeting Date:	08/26/2025
Information Only	Submitted By:	COMM. THOMPSON
No Action Needed:	Written By:	<i>Lynda Thompson</i>
Discussion:		

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

RESOLUTION NO. 2025-09 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026.

Motion Proposed:

TO PASS RESOLUTION NO. 2025-09

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

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY OF SOUTH PASADENA,
FLORIDA, APPOINTING THE SHERIFF OF PINELLAS
COUNTY AS THE POLICE DEPARTMENT OF THE CITY
FOR THE PERIOD OCTOBER 1, 2025 THROUGH
SEPTEMBER 30, 2026.

WHEREAS, the Sheriff of Pinellas County has historically
provided satisfactory police service to the City of South Pasadena;
and

WHEREAS, the proposed contract provides that the City will, by
appropriate Resolution, appoint the Sheriff as the Police
Department of the City for the term of the contract.

NOW, THEREFORE, BY RESOLUTION HEREOF, the City Commission of
the City of South Pasadena hereby declares that the Sheriff of
Pinellas County is appointed as the Police Department of the City
and shall perform the duties and functions and shall have the power
and authority thereof for the fiscal year beginning October 1, 2025
and ending September 30, 2026. The Mayor is hereby directed to
execute the contract which is attached hereto marked Exhibit "A".

PASSED AND ADOPTED THIS _____ DAY OF _____ 2025.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

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

City Attorney

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF SOUTH PASADENA, FLORIDA (hereinafter "CITY") and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and do and perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the City Commission of the CITY has determined that the most efficient way to fulfill its responsibility of providing law enforcement protection for the year beginning October 1, 2025, and ending September 30, 2026, is by contracting with the Pinellas County Sheriff; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities herein before mentioned;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. By appropriate Resolution, the City Council of the CITY shall declare that the SHERIFF shall perform the duties and functions and shall have the power and authority of a Police Department of the CITY during the contract period.

2. The SHERIFF shall, to the extent feasible, coordinate law enforcement functions with the CITY's Department of Public Safety. A representative from the Pinellas County Sheriff's Office will attend regular City Council meetings.

3. The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing two (2) deputies with patrol automobiles for twenty-four (24) consecutive hours each day to serve as law enforcement officers of the CITY. Said deputies shall be provided to the CITY on the basis of two (2) deputies per shift twenty-four (24) hours per day, seven (7) days per week.

The deputies assigned to the CITY are authorized to patrol and respond to calls for service in the unincorporated area adjacent to the CITY. In exchange, the CITY will receive a credit as set out in the attached work sheet to the yearly cost of service.

The SHERIFF shall make all services of the Sheriff's Office available to the CITY which includes, but is not limited to, routine marine patrol of City waters, K-9, helicopter patrol and crime watch assistance. Through directed patrol efforts, the SHERIFF will conduct periodic speed monitoring of South Pasadena's vehicle traffic as needed. Any specific problems with marine infractions that are reported to the Pinellas County Sheriff's Office will be handled as a law enforcement complaint.

4. In addition to the services described above in Paragraph 3, the SHERIFF will also provide (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on an as-needed basis. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY. The community policing deputy will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances, will track and prepare statistical reports for the CITY concerning the numbers and

types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will in conjunction with the CITY'S attorney, prepare and present code violations cases before the CITY'S Magistrate as necessary, and in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings and perform other related administrative tasks. The CITY agrees it will provide at its expense the necessary code enforcement training, the assistance of the CITY'S administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

5. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY, and ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances.

6. It is understood and agreed that all fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

7. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting this information shall be furnished to the CITY each month.

8. The SHERIFF shall provide each deputy who provides services under this Agreement with a patrol automobile and all other necessary or appropriate equipment. Deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or North District Station. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining and repairing equipment used under this Agreement shall be borne by the SHERIFF.

9. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits and claims and pay judgments or settlements in accordance with law. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.

10. The parties to this Agreement are represented by the following attorneys:

- a. SHERIFF OF PINELLAS COUNTY:
Office of General Counsel
P. O. Drawer 2500
Largo, FL 33779-2500
- b. CITY OF SOUTH PASADENA:
City Attorney, City Hall
7047 Sunset Drive South
South Pasadena, FL 33707-2895

11. This Agreement shall take effect on October 1, 2025, and continue in effect thereafter through September 30, 2026, unless hereafter extended upon such terms and conditions as the parties hereto may later agree, or terminated by any party upon ninety (90) days' notice in writing to the other parties.

The parties agree that where the Agreement is not terminated as provided for herein,

the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2026, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2026, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

12. With the exception of the service provided by the Community Policing Deputy/Code Enforcement, the CITY shall pay to the SHERIFF as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of ONE MILLION ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS AND NO CENTS (\$1,149,936.00). Payment shall be made in twelve monthly installments of NINETY-FIVE THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (\$95,828.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2025. (See Attachment 1.) The SHERIFF shall invoice the CITY monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of SIXTY-THREE DOLLARS AND SEVENTY-THREE CENTS (\$63.73) per hour, which shall be due upon receipt. The annual sum referenced above and the monthly amount for code enforcement services represent one hundred percent (100%) of the total cost of the contract with the CITY OF SOUTH PASADENA. (See Attachment 1.)

13. In no event shall this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against

either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

14. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

Remainder of the page intentionally left blank.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day _____ 2025.

ATTEST:

CITY OF SOUTH PASADENA

CITY CLERK

MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, SHERIFF

Attachment 1

**City of South Pasadena
Cost of Law Enforcement Services
Worksheet - FY 26**

A.	Cost per Deputy				\$	132,550.00		
B.	Deputies by Post							
	Number		Relief Factor		Deputy			
	8	x	1.2	x	\$	132,550.00	\$	1,272,480.00
C.	Code Enforcement (as requested)							
	Number		\$ per Hour					
	TBD	x	\$ 63.73					TBD
D.	Vehicle Cost							
	Number		# Miles		\$ per Mile		Days per Year	
	8	x	27	x	1.2174	x	365	\$ 95,980.00
E.	Supervision							
	Number		Crime Factor		Sergeant			
	1	x	1.993%	x	\$	173,250.00	\$	3,453.00
F.	Equipment							
	Number		Positions		Equip Cost-CD			
	8	/	1,387	x	\$	656,850.00	\$	3,789.00
G.	Allocated Indirect Cost (AIC)							
	Number		Positions		AIC-CD			
	8	/	1,387	x	\$	10,701,736.00	<u>\$</u>	<u>61,726.00</u>
H.	Supervision, Equipment and AIC total						<u>\$</u>	<u>68,968.00</u>
I.	TOTAL						Yearly	\$ 1,437,428.00
							Less Credit for County Area Patrol	<u>\$ (287,486.00)</u>
							Yearly	\$ 1,149,942.00
							Rounding	<u>\$ (6.00)</u>
							Contract Amount	<u>\$ 1,149,936.00</u>
							12 monthly payments	\$ 95,828.00
	Increase from prior year-amount				\$	1,149,936.00	/	\$ 1,067,520.00
	Increase from prior year-percentage							\$ 82,416.00 7.72%

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	08/13/2025
Resolution:	Agenda Meeting Date:	08/19/2025
Motion: X	Regular Meeting Date:	08/26/2025
Information Only	Submitted By:	MAYOR PENNY
No Action Needed:	Written By:	
Discussion:		

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

TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON FOR GOVERNMENTAL CONSULTING SERVICES

Motion Proposed:

TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR GOVERNMENTAL CONSULTING SERVICES.

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

July 15, 2025

VIA EMAIL

Carley Lewis
City of South Pasadena
7047 Sunset Drive S.
South Pasadena, FL 33707

Re: Engagement Letter with GrayRobinson, P.A.

Dear Carley:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of South Pasadena ("you"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City of South Pasadena before the State of Florida on issues related to the executive and legislative branches of government, including matters related to state appropriations. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Kylee Anzueto and Kristen Gray, who will serve as additional contacts for this representation.

Fees, Costs and Terms

In exchange for these services, the City of South Pasadena has agreed to pay the Firm \$2,500 per month for a period of twelve (12) months beginning with an initial payment of \$2,500 due upon execution, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City of South Pasadena's behalf for pre-approved expenses. Both the City of South Pasadena and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, the City of South Pasadena consents for the Firm's lobbyists to register to represent the City of South Pasadena, and the City of South Pasadena agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent following the execution of this agreement. By signing below, you agree to complete and return the registration authorization, which are necessary to our representation of the City of South Pasadena during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until the registration authorizations are properly filed with the state.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City of South Pasadena consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality services, the Firm may use advanced technologies, including generative artificial intelligence (AI), to assist in research, drafting, and other related tasks. The use of such technologies is supervised by our lobbyists and is intended to enhance, not replace, the judgment and expertise that we bring to this representation.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by responsible individuals in our Firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our Firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any advice, document, or strategy rests with us.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our services. If you have any concerns about the use of AI in your representation, please inform us, and we will discuss alternative approaches to meet your needs.

Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our Firm.* If legal services are required by the City of South Pasadena, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

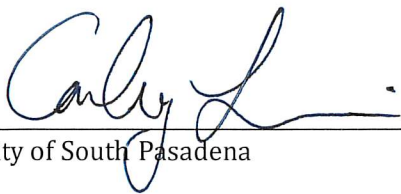
Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2026. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Chris Dawson



City of South Pasadena

8/8/25

Date

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	08/13/2025
Resolution:	Agenda Meeting Date:	08/19/2025
Motion: X	Regular Meeting Date:	08/26/2025
Information Only	Submitted By:	MAYOR PENNY
No Action Needed:	Written By:	
Discussion:		

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

TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON FOR INTERGOVERNMENTAL LEGAL SERVICES

Motion Proposed:

TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR INTERGOVERNMENTAL LEGAL SERVICES

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

Christopher Dawson | Chris.Dawson@Gray-Robinson.com
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

July 15, 2025

Carley Lewis
City of South Pasadena
7047 Sunset Drive S.
South Pasadena, FL 33707

Re: Engagement Letter

Dear Carley:

We are pleased that you have asked GrayRobinson, P.A. to serve as your legal counsel. I appreciate the confidence you have placed in our Firm, and I look forward to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

Scope of Representation

You have asked that we provide intergovernmental legal services to the City, including legal services related to Florida state government institutions. These services shall include legislative and regulatory analysis, grant application drafting and compliance, and legal services related to negotiation and execution of state contracts. The full breadth of the Firm's legal resources is available to you, but I will be your primary point of contract and legal professional for the scope of work described herein. If I should ever be unavailable, I encourage you to contact Kristen Gray or Nikki Day who will be secondary contacts.

Billing, Fees and Expenses

In exchange for these services, the City of South Pasadena has agreed to pay the Firm \$2,500 per month for a period of twelve (12) months beginning with an initial payment of \$2,500 due upon execution, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. In addition to our professional services, we will bill City of South Pasadena for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with

or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

Retainers

We may request an advance Retainer for any professional fees and/or costs associated with this matter. The Firm also reserves the right to require an additional or increased Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. Additionally, you may be required to replenish the funds as they are used.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, City of South Pasadena and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of City of South Pasadena and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Orange County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to City of South Pasadena. Our acceptance of your current representation will preclude us from accepting future representations adverse to City of South Pasadena which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to City of South Pasadena with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of City of South Pasadena, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to City of South Pasadena.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent City of South Pasadena, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent City of South Pasadena, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent City of South Pasadena in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

Client Review

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

Entire Agreement

These terms, and the attached Additional Understanding Regarding Representation and Privacy Policy, which are incorporated by reference, constitute our entire Agreement for the representation of City of South Pasadena in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by having the extra copy of this letter signed in the space provided below and return it to our offices.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,



Christopher Dawson

The terms of this representation are accepted
this 8 day of August, 2025.



By: Carley Lewis
Title: City Administrator

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	08/21/2025
Resolution:	Agenda Meeting Date:	
Motion: X	Regular Meeting Date:	08/26/2025
Information Only	Submitted By:	MAYOR PENNY
No Action Needed:	Written By:	
Discussion:		

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINELLAS PARK AND THE CITY OF SOUTH PASADENA FOR MUTUAL AID, USE OF DEBRIS MANAGEMENT SITES, AND FUEL OPERATIONS

Motion Proposed:

TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINELLAS PARK AND THE CITY OF SOUTH PASADENA FOR MUTUAL AID, USE OF DEBRIS MANAGEMENT SITES, AND FUEL OPERATIONS

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PINELLAS PARK AND THE CITY OF SOUTH PASADENA
FOR MUTUAL AID, USE OF DEBRIS MANAGEMENT SITES, AND FUEL
OPERATIONS

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2025, by and between the

City of Pinellas Park, Florida (hereinafter "Pinellas Park"), a municipal corporation with its principal offices located at 5141 78th Avenue N, Pinellas Park, Florida 33781, and the

City of South Pasadena, Florida (hereinafter "South Pasadena"), a municipal corporation with its principal offices located at 7047 Sunset Drive S, South Pasadena, Florida 33707 (hereinafter collectively referred to as "the Parties").

WHEREAS, both Pinellas Park and South Pasadena recognize the potential for natural disasters, emergencies, or other events that may generate significant amounts of debris requiring efficient and effective management; and

WHEREAS, Pinellas Park maintains and operates debris management sites and possesses resources that may be beneficial to South Pasadena in the event of such an emergency; and

WHEREAS, South Pasadena may require access to debris management sites and associated resources for the collection, staging, processing, and disposal of debris generated within its municipal boundaries; and

WHEREAS, the availability of emergency fuel services is a critical component of an effective disaster response and recovery effort; and

WHEREAS, both parties desire to establish a framework for mutual aid and cooperation to enhance their respective capabilities in debris management and to promote the health, safety, and welfare of their communities;

NOW, THEREFORE, BE IT KNOWN, that in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to establish a framework for mutual aid and cooperation between Pinellas Park and South Pasadena concerning:

A. Emergency Fuel Services: The provision of emergency fuel for critical governmental vehicles and equipment during declared emergencies when normal supply chains are disrupted.

B. Disaster Debris Management Sites (DDMS): The use of Pinellas Park's debris management sites and associated resources for the collection, staging, processing, and disposal of debris generated within South Pasadena's municipal boundaries during declared emergencies or other events requiring such assistance. This MOU aims to facilitate a rapid and coordinated response to debris management needs.

II. DEFINITIONS

For the purposes of this MOU, the following definitions shall apply:

- "Assisting Party": The City of Pinellas Park when providing aid to South Pasadena.
- "Debris": Any material resulting from a natural disaster, emergency, or other event, including but not limited to vegetative debris, construction and demolition debris, white goods, and hazardous waste, as defined by applicable federal, state, and local regulations.
- "Debris Management Site (DMS)": A designated area maintained and operated by Pinellas Park for the temporary storage, processing (e.g., grinding, sorting), and/or transfer of debris prior to final disposal.
- "Declared Emergency": A state of emergency declared by federal, state, or local authorities impacting either or both parties, justifying the need for mutual aid as contemplated herein.
- "Mutual Aid": The provision of resources, including but not limited to access to DMS, equipment, and personnel, by one party to the other in response to a declared emergency or other agreed-upon event.
- "Requesting Party": The City of South Pasadena when requesting aid from Pinellas Park.

III. SCOPE OF SERVICES AND MUTUAL AID PROVISIONS

A. Emergency Fuel Services:

1. **Request for Aid:** The Requesting Party shall make a formal request for emergency fuel, preferably in writing (email acceptable), to the designated contact person(s) in the Assisting Party. The request shall include:
 - A description of the emergency or event.
 - The type and estimated quantity of fuel needed.
 - The requested duration of the need.
 - The proposed method of transport or access.
2. **Availability and Prioritization:** The Assisting Party shall make reasonable efforts to provide the requested fuel, subject to its own operational needs and available resources. Priority for fuel distribution shall be given to essential emergency response vehicles and equipment (e.g., police, fire, EMS, public works).
3. **Dispensing and Transportation:** The Parties shall coordinate on the most efficient and safe methods for dispensing and transporting fuel, which may include the use of mobile fueling units, designated fueling stations located at 6151 78th Avenue North, Pinellas Park Fl 33781, or other mutually agreed-upon arrangements.

B. Disaster Debris Management Sites (DDMS):

1. **Availability of Debris Management Sites:** Pinellas Park agrees to make its designated Debris Management Site(s) available to South Pasadena, to the extent practicable and consistent with Pinellas Park's own operational needs, during a Declared Emergency or other event requiring significant debris management. The specific DMS locations available will be communicated by Pinellas Park at the time of the request.
2. **Types of Debris Accepted:** Pinellas Park shall specify the types of debris that can be accepted at its DMS, consistent with its operational permits and capabilities. South Pasadena shall ensure that only approved debris types are transported to the DMS.
3. **Request for Aid:** South Pasadena shall make a formal request for mutual aid, preferably in writing (email acceptable), to the designated contact person(s) in Pinellas Park. The request shall include:
 - A description of the emergency or event.
 - The type and estimated volume of debris.
 - The requested duration of access to the DMS.
 - Any specific equipment or personnel assistance requested.
 - Pinellas Park shall respond to the request within a reasonable timeframe, indicating its ability to provide the requested aid, any limitations, and the terms of access.
4. **Operational Procedures:**
 - Pinellas Park will designate a DMS site to South Pasadena for its sole use.
 - South Pasadena shall be responsible for the collection, loading, and transportation of debris from its jurisdiction to the designated DMS.
 - South Pasadena personnel shall direct the placement and processing of debris within the DMS.
 - South Pasadena personnel and contractors operating within the DMS shall adhere to all operational procedures, safety regulations, and environmental guidelines established by Pinellas Park and applicable regulatory agencies.
 - Pinellas Park and South Pasadena shall jointly maintain operational control and management of the designated DMS.
 - South Pasadena shall ensure that all vehicles and equipment used for debris transport and handling are properly maintained, insured, and operated by qualified personnel.
 - South Pasadena shall be responsible for site restoration to previous condition.
 - South Pasadena shall be responsible for all costs associated maintaining, operating, and restoring the DMS after the completion of its debris operation.
5. **Personnel and Equipment (Optional):** If requested and agreed upon, Pinellas Park may provide personnel and/or equipment to assist with debris management operations at the DMS or within South Pasadena's jurisdiction. The terms of such assistance, including availability and cost, shall be negotiated and agreed upon at the time of the request.

IV. REIMBURSEMENT AND COST SHARING

- A. **Cost Recovery Emergency Fuel Services:** South Pasadena shall reimburse Pinellas Park for the actual cost of the fuel provided, including any associated transportation, dispensing, or direct costs, ... Direct costs may include, but are not limited to:

- Operational costs associated with the use of the fuel islands
- Any administrative costs directly related to managing South Pasadena's use of fuel services

B. Cost Recovery Disaster Debris Management Sites (DDMS)

- South Pasadena shall be responsible for all costs associated with maintaining, operating and final disposal of any debris at designated DMS site.
- If Pinellas Park incurs any expenses for the maintaining, operating or restoring the DMS Site, it will notify South Pasadena in writing.

C. Invoicing and Payment:

- Pinellas Park shall maintain accurate records of all costs incurred related to South Pasadena's use of fuel services, DMS, and provision of mutual aid.
- Pinellas Park shall submit itemized invoices to South Pasadena on a Monthly basis, or upon conclusion of the disaster operations.
- South Pasadena shall review and remit payment to Pinellas Park within thirty (30) days of receipt of a valid invoice.

D. FEMA Public Assistance: Both parties acknowledge that costs incurred under this MOU may be eligible for reimbursement through federal or state disaster assistance programs (e.g., FEMA Public Assistance). Both parties agree to cooperate fully in documenting costs and submitting claims for such reimbursement. South Pasadena shall be responsible for submitting its own claims for reimbursement, including those costs reimbursed to Pinellas Park.

V. TERM AND TERMINATION

- A. Term:** This MOU shall become effective on the date of the last signature below and shall remain in effect for a period of five (5) years, unless terminated earlier as provided herein. This MOU may be renewed for successive terms upon mutual written agreement of both parties.
- B. Termination:** Either party may terminate this MOU by providing sixty (60) days' written notice to the other party. Termination shall not relieve either party of obligations incurred prior to the effective date of termination, including but not limited to payment for services rendered.

VI. INDEMNIFICATION AND LIABILITY

- A. South Pasadena's Indemnification:** To the fullest extent permitted by law, South Pasadena shall indemnify, defend, and hold harmless Pinellas Park, its officers, agents, and employees, from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with South Pasadena's operations, acts, or omissions, or those of its contractors or agents, related to the use of Pinellas Park's DMS or the receipt of mutual aid under this MOU, except to the extent caused by the gross negligence or willful misconduct of Pinellas Park.

- B. **Pinellas Park's Indemnification:** To the fullest extent permitted by law, Pinellas Park shall indemnify, defend, and hold harmless South Pasadena, its officers, agents, and employees, from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Pinellas Park's operations, acts, or omissions, or those of its contractors or agents, related to the provision of mutual aid or the operation of its DMS under this MOU, except to the extent caused by the gross negligence or willful misconduct of South Pasadena.
- C. **Sovereign Immunity:** Nothing in this MOU shall be construed as a waiver of either party's sovereign immunity or the limitations on liability as provided by Florida Statutes, Section 768.28, or any other applicable law.

VII. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this MOU to the extent such failure or delay is caused by acts of God, war, terrorism, civil disturbance, fire, flood, or other similar causes beyond its reasonable control and without its fault or negligence. The party experiencing the force majeure event shall promptly notify the other party and use reasonable efforts to mitigate the effects of the event.

VIII. AMENDMENTS

This MOU may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both Pinellas Park and South Pasadena.

IX. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail (return receipt requested), or by recognized overnight courier service to the addresses set forth below, or to such other addresses as either party may designate in writing:

If to the City of Pinellas Park: City Manager City of Pinellas Park 5141 78th Avenue N Pinellas Park, Florida 33781

If to the City of South Pasadena: City Manager City of South Pasadena 7047 Sunset Drive S South Pasadena, Florida 33707

X. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any legal action arising under this MOU shall be in the appropriate court in Pinellas County, Florida.

XI. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

XII. SEVERABILITY

If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XIII. AUTHORIZED REPRESENTATIVES

Each party represents and warrants that its respective signatory below has the full power and authority to enter into this MOU and to bind the party on whose behalf the signature is made.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first written above.

CITY OF PINELLAS PARK, FLORIDA

By: _____

Name: _____

Title: City Manager

Date: _____

ATTEST:

By: _____

Name: _____

Title: City Clerk

CITY OF SOUTH PASADENA, FLORIDA

By: _____

Name: _____

Title: City Administrator

Date: _____

ATTEST:

By: _____

Name: _____

Title: City Clerk