



BOARD OF COUNTY COMMISSIONERS

DATE: August 5, 2014

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Purchase Agreement with ConAgra Foods Sales, Inc. for the Sale of State Tax Credit Certificate #290.

Department:

Health and Community Services

Staff Member Responsible:

Cheryl Reed, Division Director
Community Revitalization

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE AGREEMENT FOR SALE OF STATE TAX CREDIT CERTIFICATE #290 TO CONAGRA FOODS SALES, INC. (CONAGRA) AND AUTHORIZE THE CHAIR TO INITIAL THE REVISIONS AND SIGN THE AGREEMENT.

Summary Explanation/Background:

The agreement will finalize the sale of State Tax Credit Certificate #290 to ConAgra. This is the second of two such sales that were brokered by Clocktower Tax Credits, LLC (Clocktower) on behalf of Pinellas County, and completes the selling of all State Tax Credit Certificates issued to Pinellas County by the Florida Department of Environmental Protection for the County's cleanup of brownfield sites in the Dansville community.

Pinellas County, through the Department of Community Development, now a division of Health and Community Services, has been working with the citizens of Dansville and the Greater Ridgecrest community to affect a comprehensive redevelopment of the area since 1992, when work was begun in response to extensive tornado damage throughout the community.

The redevelopment efforts included an extensive organization and coordination with the residents of the area to identify needs and develop a comprehensive redevelopment plan for the community. That plan called for the development of new single family homes on available vacant parcels to serve the housing needs of current residents, along with attracting new home buyers to help stabilize and improve the long term viability of the community.

These efforts have been ongoing for two decades, and required an extensive correction of property title issues and a comprehensive replatting of the area to make it suitable for private sector investment in the redevelopment. The majority of the replatting process was completed in 2011, and the remaining section to be replatted should be completed in 2014. During this time period, the County also managed and funded significant road improvements and the installation of infrastructure and underground utilities to prepare the platted residential lots for development.

The parcels assembled for this purpose include three known, privately owned properties where construction debris and vegetation had been buried over the years. The Florida Department of Environmental Protection refers to such sites as landfills, regardless of ownership status or the presence of permits as "landfills." These historic landfill sites needed to be cleaned and mitigated before redevelopment could occur. Pinellas County acquired these properties with the knowledge of these requirements and the understanding that the work needed to be accomplished with public resources to enable future investment by the private sector.

To that end, the County adopted Resolution No. 08-117 on July 22, 2008, to designate the Dansville Brownfield Area in order to gain access to funding and incentives provided under the Florida Brownfield Program. This designation was needed to enable the remediation of these three sites and facilitate the County's efforts to complete a comprehensive redevelopment of the designated areas. On June 24, 2010, the Florida Department of Environmental Protection executed three Brownfield Site Rehabilitation Agreements with the County for three historic landfill sites in the Dansville Brownfield Area; designated as North, Central and South Landfill Sites, respectively. Execution of these three Brownfield Site Rehabilitation Agreements was one of the steps required to access the various Brownfield Program incentives that contributed to the funding for the needed cleanup activities.

The Florida Department of Environmental Protection's Voluntary Cleanup Tax Credit incentive is available to entities like Pinellas County, that voluntarily clean up environmentally impaired properties to prepare them for redevelopment and future economic development activities.

As a major incentive of the Brownfield program, the Florida Department of Environmental Protection awards State Tax Credit certificates, valid against Florida Corporate Income Tax. Following the voluntary cleanup of the Dansville Historic North Landfill, a one-time Tax Credit Certificate #290, in the amount of \$438,047.72, was issued to Pinellas County on July 9, 2013. The amount of the tax credit certificate is based on the amount of funds spent on eligible Brownfield clean-up activities. State programs provide a rebate of 50% of the amount spent in the form of a tax credit.

A transfer of the ownership of a tax certificate to another entity can occur only one time, and once received, the tax credits, according to the brokering agents, are typically sold on the open market for 80-85% of their face value. In February 2014, Pinellas County engaged the services of Clocktower to broker the sale of the tax credit certificates being issued to Pinellas County by the Florida Department of Environmental Protection for the cleanups conducted in the Dansville community.

Tax credits typically are sold to for-profit entities for slightly less than their face value. Clocktower was successful in brokering the sale of Tax Credit Certificate #290, to ConAgra for a sales price of \$398,623.43 (91% of face value). The higher than typical percentage generated from this sale is predicated from market conditions and broker negotiations. Execution of the Agreement will finalize the sale of Tax Credit Certificate #290 in the amount of \$398,623.43.

Fiscal Impact/Cost/Revenue Summary:

Sale of Tax Certificate #290 will generate new revenue in the amount of \$398,623.43. Under the terms of the agreement with Clocktower, \$12,750.00 of this amount will be paid to the broker upon completion of the sale, yielding a net proceed of \$385,873.43.

Due to the fact that the cleanup of the subject site was financed with Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the federal regulations governing the CDBG program require that these revenues be treated as CDBG program income. Under 24 CFR 570.500(a), program income is defined as gross income received by the grant recipient directly generated from the use of CDBG funds. The Department will plan for the future use of the program income generated from this sale of tax credits for eligible CDBG activities within designated target communities.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip

Purchase Agreement for State Tax Credits by ConAgra

Standard Purchase Order: 414269 and associated agreement with Clocktower, for brokerage services re: sale of State Tax Credit Certificates

Copy of Tax Certificate #290

Resolution No. 08-117

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Interim Chief of Staff : Bruce Moeller	7/23/14	BM		

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Purchase Agreement for State Tax Credits – ConAgra Foods Sales, Inc.	
CONTRACT NO.: n/a	ESTIMATED EXPENDITURE <u>REVENUE</u>: \$ 398,623.43 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

"TIME SENSITIVE"

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Cheryl Reed	7/17/14	CR		
Risk Mgmt: Ginger White				
OMB: Jim Abernathy				
Finance:** Cassandra Williams				
Contracts & Planning: Tim Burns				
Legal: Miles Belknap	7/17/14	MB		
Interim Executive Director: Lynda Leedy				

Please return to Maggie Miles. All inquiries should be made to Maggie Miles ext. x48263.

** See Contract Review Process

Revised 5.13.13

CATS# 44692

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

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Originator: Cheryl Reed	7/17/14	CR		
Risk Mgmt: Ginger White	7/16/14	GW	NO INFO. REQUIRED.	
OMB: Jim Abernathy				
Finance:** Cassandra Williams				
Contracts & Planning: Tim Burns				
Legal: Miles Belknap				
Interim Executive Director: Lynda Leedy				

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Originator: Cheryl Reed	7/17/14	CR		
Risk Mgmt: Ginger White				
OMB: Jim Abernathy	7/22/14	Z	Please notify OMB ^(VE) when funds need to be appropriated for budget.	
Finance:** Cassandra Williams				
Contracts & Planning: Tim Burns				
Legal: Miles Belknap	7/17/14	MB		
Interim Executive Director: Lynda Leedy				

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Risk Mgmt: Ginger White				
OMB: Jim Abernathy				
Finance:** Cassandra Williams FRANK GRANDLICH	7/22/14			
Contracts & Planning: Tim Burns				
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Originator: Cheryl Reed				
Risk Mgmt: Ginger White				
OMB: Jim Abernathy				
Finance:** Cassandra Williams				
Contracts & Planning: Tim Burns	7/18/14	TB		
Legal: Miles Belknap				
Interim Executive Director: Lynda Leedy	7/18/14	LL		

Please return to Maggie Miles. All inquiries should be made to Maggie Miles ext. x48263.

** See Contract Review Process

Revised 5.13.13

Purchase Agreement for State Tax Credits

This Purchase Agreement for State Tax Credits ("Agreement") is dated as of _____, 2014 by and between **ConAgra Foods Sales, Inc.**, a Delaware corporation, with its principal place of business at One ConAgra Drive, Omaha, NE 68102, or an affiliate ("Investor"), and **Pinellas County**, a political subdivision of the state of Florida ("Owner"), with its principal place of business at 315 Court Street, Clearwater, FL 33756.

In consideration of the mutual promises of the parties hereto and other valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

Project: **Dansville Historic Landfill** – Pinellas County, Florida

Voluntary cleanup of a brownfield site which qualifies for Tax Credits as described below.

Tax Credits: Florida Voluntary Cleanup Tax Credit Certificate in the amount of **\$438,047.72** issued in Calendar Year 2013 ("Tax Credit Certificate")

Statutory Authority: Section 376.30781 of the Florida Statutes (the "Statute")

Owner: Pinellas County

Administering Agency: Florida Department of Environmental Protection, Division of Waste Management ("FDEP")

Investment Structure: The Owner has expended costs integral to the rehabilitation of the Project site. Such costs, as certified by an independent CPA ("CPA Certification"), have qualified for Tax Credits under the statute, and the FDEP has issued Florida Voluntary Cleanup Tax Credits as described above. Owner agrees to sell such Tax Credit Certificate, and Investor will purchase the Tax Credit Certificate, in the amount and in the manner described herein.

Investor will have no interest in or liability arising from the Project, other than the right to use the Tax Credits so transferred.

Purchase Price: **\$398,623.43**, or \$0.91 for each dollar of tax credit shown on the Tax Credit Certificate. Such Purchase Price shall be adjusted to reflect all of the credits shown on the New Certificate (as defined below); provided, however, that the amount shown on the New Certificate must be within \$50,000 of the anticipated total amount shown above, or Investor may terminate this Agreement.

Due Diligence: Investor is entitled to, and Owner agrees to provide, certain due diligence materials for the Tax Credit Certificate including but not limited to a copy of the Applicant's Affidavit certifying all information in the tax credit application, the CPA Certification, and the Technical Professional Certification from the Voluntary Cleanup Tax Credit application to the FDEP (collectively, the "Due Diligence Materials"). Such Due Diligence Materials shall be provided by Owner to Investor upon execution of this Agreement. Investor represents that it will proceed diligently with its due diligence review and will act in good faith to complete this transaction in a timely manner, and will either accept or reject the terms no later than 10 days after Investor's receipt of all the Due Diligence Materials.

Transaction Expenses: Each party will pay for its own legal and other expenses incurred in this transaction, if any. Both parties acknowledge that Clocktower Tax Credits, LLC/Northeast Securities, Inc. ("Clocktower") acted as broker in bringing the

parties together in this transaction. Clocktower was engaged by Owner and Owner shall pay Clocktower a fee for brokering this transaction. Such fee shall be the sole responsibility of Owner, and shall be made payable to and delivered to Northeast Securities, Inc. by Owner. Clocktower and Northeast Securities, Inc. acknowledge that Investor is not obligated to make any payment to either of them in conjunction with this Agreement or the tax credits that are the subject of this Agreement.

Transfer Procedure: If Investor agrees to proceed with the purchase after review of the Due Diligence Materials as described above, then Investor shall give notice of its acceptance in writing to Owner, with a copy to Clocktower.

Owner shall then surrender the Tax Credit Certificate to FDEP and authorize FDEP to issue a new tax credit certificate ("New Certificate") to Investor, as described in Exhibit A, in accordance with the transfer provision of the Statute and FDEP Rules.

Owner shall use certified mail or a courier service to submit the Tax Credit Certificate and transfer instructions to the FDEP. Owner shall send a copy of the submitted transfer instructions to Investor and Clocktower.

The FDEP is expected to deliver the New Certificate to Investor within 30 days of its receipt of the transfer instructions. Investor shall promptly inspect the New Certificate to confirm that it is issued correctly. Investor shall send a copy of the New Certificate to Clocktower with notice that it has been received in good order.

Investor shall deliver the Purchase Price to Owner (by check or wire) within 5 days of receipt of the New Certificate, issued in good order. Owner shall promptly acknowledge receipt of funds, with copy to Clocktower.

In the event that the New Certificate is issued incorrectly, Investor and Clocktower will work with FDEP to issue a corrected certificate within 10 business days.

x ~~POA~~
x ~~AUGUST 15, May 27~~, 2014 or if FDEP fails to issue the New Certificate by ~~June 30~~, 2014. ~~SEPTEMBER 30~~

Upon receipt of their respective funds and the New Certificate in correct form and amount, all parties will be satisfied and no further actions are required, subject to the provisions of this Agreement which survive the sale.

Owner
Representations:

Owner represents that it is familiar with the rules and regulations relating to the issuance of the Tax Credits, and that it has engaged adequate legal representation with respect to the requirements under state and federal regulations, and the transfer of the Tax Credits to Investor.

Owner represents that it will proceed diligently in effecting the transfer thereof, and will act in good faith and in accordance with the rules and regulations of FDEP.

In the event that the Florida Department of Revenue disallows any portion of the Tax Credits for reasons related to the credit generation and not the Investor, then the Owner shall repay Investor that portion of the Purchase Price relating to such disallowed Tax Credits.

Owner acknowledges that it currently controls the Project and will control the

allocation of Tax Credits related to such Project, and expects to do so through the completion of the transaction contemplated herein. Owner acknowledges that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein. Owner has obtained all approvals necessary or required to enter into and accomplish the terms of this Agreement.

Investor
Representations:

Investor is purchasing the Tax Credits for its own account, for investment purposes only and not with a view to the resale or distribution thereof except to an entity affiliated with the Investor. Investor acknowledges that the statute prohibits any subsequent transfer of the Tax Credit Certificate except through merger or acquisition.

Investor acknowledges that the Tax Credits have not been registered under the Securities Act of 1933, as amended (the "Act") or any state securities laws and are being offered and sold in reliance upon exemptions from such registration.

Investor has not relied upon any representations or other information (whether oral or written) other than as contained in any documents so furnished to it by Owner or contained herein.

Investor is an "accredited investor" as that term is defined in Rule 501 of Regulation D, promulgated by the Securities and Exchange Commission, under the Act.

Investor has the financial wherewithal readily available to purchase the Tax Credit Certificate as contemplated herein and represents that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein.

Investor agrees to indemnify and hold Owner harmless for any loss or damage incurred as a result of Investor's bad faith, misrepresentation, or fraud, but in no event shall the amount of this indemnity exceed the Purchase Price.

Submissions &
Reporting:

Owner shall provide all such material as is necessary to file with the Florida Department of Revenue to claim the Tax Credits, including but not limited to the Tax Credit Certificate.

All written notices shall be sent to each party at the following addresses:

Owner:	Bruce Bussey Pinellas County Board of Commissioners Community Revitalization 600 Cleveland Street Clearwater, FL 33756 Phone: (727) 464-8257 Email: BBussey@pinellascounty.org
Investor:	Darrin Schmidt ConAgra Foods, Inc. One ConAgra Drive Omaha, NE 68102 Phone: 402-240-5420 Email: Darrin.Schmidt@conagrafoods.com
Clocktower:	Jeff Jacobson Clocktower Tax Credits, LLC 2 Clock Tower Place; Suite 295

Maynard, MA 01754
Phone: 978-823-0200
Email: JJacobson@ClocktowerTC.com

Entire Agreement; Successors; Venue: This Agreement sets forth the entire agreement of the parties and may not be modified except in writing executed by the parties hereto or their authorized representatives. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and their respective legal representatives, successors and assigns. This Agreement shall be governed by Florida law.

Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart and delivering an electronic or facsimile version to the other party.

Miscellaneous: No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

In consideration of Investor's interest described herein, Owner grants to Investor the exclusive right to complete such transaction, and shall not engage in any discussion about the sale or transfer of the Project's Tax Credits, or its interest in them, until the earliest to occur of:

- (a) Investor completing the transaction contemplated herein,
- (b) Investor informing Owner in writing of its decision not to proceed with the transaction, or
- (c) ~~June 30, 2014.~~

SEPTEMBER 30, 2014 x *RM*
x *RM*

INVESTOR:

CONAGRA FOODS SALES, INC.
FEIN: 20-8595524

By: *Randy D. Harvey*
Randy Harvey
Vice President, Corporate Tax

OWNER:

Accepted this _____ day of _____, 2014

PINELLAS COUNTY
FEIN: *59-6000800*

By: _____

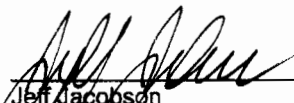
Its: _____

For purposes of the Section titled "Transaction Expenses":

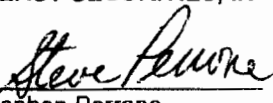
Accepted this *3rd* day of *JULY*, 2014

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By: *[Signature]*
Attorney
including initials/changes
Page 4 of 6 7/28/14

CLOCKTOWER TAX CREDITS, LLC

By: 
Jeff Jacobson
Its: President

NORTHEAST SECURITIES, INC.

By: 
Stephen Perrone
Its: Chairman

Purchase Agreement for State Tax Credits

EXHIBIT A

FL VCTC Certificate Transfer Request Required Transferee Information

Transferee Name: ConAgra Foods Sales, Inc.

Transferee FEIN: 20-8595524

Transferee Mailing Address: ConAgra Foods, Inc.
One ConAgra Drive
Omaha, NE 68102

Transferee Contact Name: Darrin Schmidt

Transferee Contact Phone Number: 402-240-5420

Transferee Contact Fax Number: 402-240-4711

Delivery Address for New Certificate: Same as above

Contact Phone Number for Delivery: Same as above



**Pinellas County Purchasing Department
Board of County Commissioners
Pinellas County**

400 S Ft Harrison Ave
6th Floor Annex Bldg
Clearwater FL 33756

Standard Purchase Order: 414269

Revision No: 0 Page 1 of 3

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	03-FEB-2014
Revision Date	
Buyer/Phone No	Clare McGrane 727-464-3788
Sales Tax Exempt No	85-8013287050C-7
Requisitioner Phone No	Magyar, Ms. Emily M 727-464-8233
Requisition No	64130
Director Approval	
Quote/Contact	Jeffrey Jacobson

Supplier:

Jeffrey H Jacobson DBA
Clocktower Tax Credits LLC
Northeast Securities Inc - The Omni
333 Earle Ovington Blvd Ste 706
Mitchel Field NY 11553-3645
516-396-1600

Ship To:

Community Development
600 Cleveland St Ste 800
Clearwater, FL 33755
727-464-8210

Invoice To:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389

Notes:

Contract No 123-0510-Q(CM), Brokerage Services, Sale of Tax Credits

Per the attached agreement, Jeffrey H Jacobson dba Clocktower Tax Credits LLC (Clocktower) shall find a buyer for the Tax Credits. Pinellas County will provide payment to Clocktower through Northeast Securities Inc

Notes:

23539	Net 45	Freight Included	Destination	Best Way	
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Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	Brokerage Services: Sale of Tax Credits				17,750.00
	Charge Account 1009.242110.5340001.1331.001867A	17,750.0000			
TOTAL					17,750.00

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable

Board of County Commissioners

Pinellas County, Florida

Joe Laurio

(Authorized Signature)

TERMS AND CONDITIONS

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT/SUBCONTRACTING - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the Pinellas County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

CAPTIONS - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be part of the agreement created.

COMPENSATION - Pinellas County shall pay Contractor upon Contractor's completion of, and Pinellas County's acceptance of, the services required herein, as specified. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70.

- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by Supplier in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.
- **Name Changes** - The successful contractor is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original purchase order or solicitation.
- **ePayables** - Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase

COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of this date.

The laws of the State of Florida apply to any and all purchases made. Contractors shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

DISCOUNTS - Delay in receiving an Invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for Pinellas County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

FISCAL NON-FUNDING - In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of then current fiscal period without penalty or expense to the Pinellas County.

GOVERNING LAW - The laws of the State of Florida shall govern this agreement.

INDEMNITY PROVISION - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the Pinellas County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Pinellas County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

The successful bidder(s) agrees to indemnify the Pinellas County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the Pinellas County.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the Pinellas County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et seq., and regulations thereto, as other may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the agreement, at the discretion of the Pinellas County.

INQUIRIES - Any inquiries relative to Purchase Order should be directed to the Purchasing Department. Collect telephone calls will not be accepted.

INSPECTION - Goods rejected due to inferior quality or workmanship will be returned to Contractor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from Pinellas County.

INSURANCE - The Contractor shall maintain insurance acceptable to Pinellas County, in full force and effect throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with the insurance requirements, evidencing such coverage prior to the commencement of any work under this agreement.

MATERIAL QUALITY - All materials purchased and delivered against this agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the Pinellas County.

MATERIAL SAFETY DATA - In accordance with OSHA Hazardous Communications Standards, it is the seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

NON-EXCLUSIVE AGREEMENT - Award of this Agreement shall impose no obligation on the Pinellas County to utilize the vendor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. Pinellas County specifically reserves the right to concurrently agree with other companies to provide similar work if it deems such action to be in the Pinellas County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR - The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this agreement and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this agreement. The Contractor shall maintain any and all permits and licenses required to complete this agreement.

PRICES - Prices are F.O.B. destination unless otherwise specified and agreed to by the Pinellas County.

- **DELIVERY/CLAIMS** - Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address (es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. Pinellas County will not be responsible for goods delivered without a Purchase Order Number.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code and applicable law.

RIGHT TO AUDIT - The Contractor shall retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent Jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

TAX EXEMPTION - The Florida State Sales Tax Exemption Number for Pinellas County is on page one of the purchase order. Federal Excise Tax Exemption Number is available by contacting the Purchasing Department.

TAXES - Payments to Pinellas County are subject to applicable Florida taxes.

TERMINATION - Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

VARIATION IN QUANTITY - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

WARRANTY - Seller warrants that the goods are merchandisable and as described in Purchase Order.

007908

Voluntary Cleanup Tax Credit Certificate

This certificate is issued pursuant to Section 376.30781, Florida

Statutes (F.S.), to Pinellas County Community Development Department, # 596000800,
(Recipient's Name or Transferee's Name) (Social Security # or FEID #)

in the amount of \$ 438,047.72, to be applied toward

Corporate Income Tax pursuant to s. 220.1845, F.S.

Tax credit certificates are transferable pursuant to Section 220.1845, F.S., and Chapter 62-788, F.A.C. A tax credit certificate holder seeking to transfer the certificate to one or more individuals or entities shall submit the original certificate to the Department's Division of Waste Management in Tallahassee along with a signed and notarized letter authorizing the transfer. The letter shall state the name, address, telephone number, and FEID or Social Security number, as applicable, of each transferee, and it shall indicate the portion (in whole or in units of no less than 25%) to be transferred. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition.

Certificate Number: 290
FDEP Fiscal Year Issued: 2013-2014
Calendar Year: 2010
Site Type: BF
FDEP Facility ID #: 520801001
VCTC Application #: 292

Issued by: _____

(Authorized FDEP signature)

7/9/13
(Date)

RESOLUTION ~~08-116~~-
08-117

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, DESIGNATING A BROWNFIELD AREA WITHIN UNINCORPORATED PINELLAS COUNTY AND IDENTIFYING THE PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION FOR THE PURPOSES OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION AUTHORIZING THE COUNTY ADMINISTRATOR TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 376.77-376.85, Florida Statutes the "Brownfields Redevelopment Act" (the "Act"), the State of Florida has provided for the designation of certain contiguous areas consisting of one or more Brownfields sites as "Brownfield Area" by resolution and for the corresponding provision of economic development and environmental remediation for such areas, and Pinellas County has established a Brownfields Redevelopment Program as provided in Resolution No. 03-125; and

WHEREAS, the County desires to provide for the designation of a Brownfield Area, identification of the person responsible for Brownfield site rehabilitation, and notification to the Florida Department of Environmental Protection ("FDEP") of its decision to designate a Brownfield Area pursuant to the Act; and

WHEREAS, the County has complied with the notice and public hearing requirements set forth in Sections 376.80(1) and (2)(a), and 125.66(4)(2)(b), Florida Statutes, and a public hearing was held on the proposed designation in the Area proposed for designation; and

WHEREAS, the County has considered the criteria set forth in Florida Statutes Section 376.80(2)(a)1-4, Florida Statutes, including whether the proposed Brownfield Area warrants economic development and has a reasonable potential for such activities; whether the proposed area represents a reasonably focused approach and is not overly large in geographic coverage; whether the area has potential to interest the private sector in participating in rehabilitation; and whether the area contains sites or parts of sites suitable for limited recreational open space, cultural or historical purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY FLORIDA, AT A DULY ASSEMBLED MEETING HELD ON THIS 22nd DAY OF JULY, 2008, AS FOLLOWS:

Section 1. The Area depicted on Exhibit A attached hereto and incorporated herein by reference, known as the Dansville Community, is hereby designated a Brownfield Area in accordance with the Act. Such designation shall not, however, render Pinellas County liable for the cost of site rehabilitation or source removal, as those terms are defined in the Act, or for any other costs in excess of those attributable to the County as administrator of a Brownfield Program, or as a property owner within the designated Brownfield area.

Section 2. The County will notify the Florida Department of Environmental Protection when there is a person who has assumed responsibility for Brownfield site rehabilitation within the designated area.

Section 3. The County Administrator or his designee is hereby authorized and directed to notify the FDEP of this designation of a Brownfield Area, and identification of the person responsible for Brownfield site rehabilitation.

Section 4. This designation shall not render Pinellas County liable for costs of site rehabilitation or source removal, as those terms are defined in the Act, or for any other costs, above and beyond those costs attributable to the County's role as administrator of the Brownfield program within the designated Brownfield Area.

Section 5. Pursuant to section 376.80(1) Florida Statutes, the statute provides for requests in writing from property owners to have their site removed from the proposed designation. Due to a citizen's written request, the following parcel will opt out of the Brownfield designation: #08/30/15/96282/002/0020.

Section 6. This Resolution shall take effect immediately upon its adoption.

Commissioner Harris offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Duncan, and upon roll call, the vote was:

Ayes: Stewart, Harris, Seel, Latvala, Welch, and Duncan.

Nays: None.

Absent and not voting: Morroni.

I, KENNETH P. BURKE, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 28th day of July A.D. 20 08

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio
Clerk of the Board of County Commissioners,
Pinellas County, Florida

By Francine A. Burgess
Deputy Clerk

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By



Attorney