

AGENDA

Pinellas County Redistricting Board
October 27, 2021
6:00 – 8:00 PM

Magnolia Room, 12520 Ulmerton Road, Largo

1. Welcome
2. Approval of Minutes of October 6, 2021 meeting
3. Public Comment
4. Follow-up Matters from October meetings
 - a) Cities Split by BCC District Boundaries
 - b) KSA Services Contract
 - c) Comments received during Public Input Sessions
5. Discussion of Alternative Redistricting Plans
6. Approval of Invoices
7. Other Business
8. Adjournment

Redistricting Board
Pinellas County
October 6, 2021 Meeting Minutes

The Pinellas County Redistricting Board met in organizational session (pursuant to Section 3.04 of the Pinellas County Charter) at 6:03 PM on this date in the Magnolia Room at the Pinellas County Cooperative Extension, 12520 Ulmerton Road, Largo, Florida.

Present

Brian Aungst, Chair
Mary Louise Ambrose
Johnny Boykins (late arrival)
James P. Everett
Bruce Livingston
Allison Nall
Karen Owen
Christian D. Ruppel
Ron Schultz
Mark Weinkrantz

Not Present

Esther Eugene, Vice-Chair

Others Present

Kurt Spitzer, Consultant/Facilitator, Kurt Spitzer & Associates (KS&A) (virtual)
Wade C. Vose, General Counsel, Vose Law Firm LLP
Brian Lowack, County Administrative Liaison, Assistant to the County Administrator
Katie Poviones, Board Reporter
Other interested individuals

All documents provided to the Clerk's Office have been made a part of the record.

WELCOME

Chair Aungst called the meeting to order at 6:03 PM; whereupon, at his request, Mr. Lowack explained the procedures related to public participation in the virtual meeting.

APPROVAL OF MINUTES OF SEPTEMBER 1, 2021 MEETING

Mr. Weinkrantz made a motion, which was seconded by Mr. Schultz and carried unanimously, that the minutes be approved.

Mr. Boykins arrived at 6:06 PM.

PUBLIC COMMENT

David Ballard Geddis, Jr., Palm Harbor
Joseph A. Barkley III, Belleair Bluffs

FOLLOW-UP MATTERS FROM SEPTEMBER MEETING

Review of Adopted Rules of the Redistricting Board

Attorney Vose provided information regarding the prepared set of operating rules included in the agenda packet and indicated that the rules are consistent with what the Board members approved at their last meeting; that changes to the rules primarily address the timing of public comment; and that a revision was made to correct a typographical error concerning the number of members necessary for a majority.

District Demographic and Racial Composition using 2010 Data

In response to comments made by Mr. Barkley and members of the Board, Mr. Spitzer related that the results from the 2020 Census contain the best data presently available; that it cannot be adjusted due to time limitations set forth by the Pinellas County Charter and Florida Statutes; and that the evenly distributed growth in the county over the last decade somewhat mitigates potential inaccuracies in the data.

Referring to questions posed in the last meeting, Mr. Spitzer indicated that county population increased slightly, showing an increase of approximately 43,000 people; that while the number of African Americans in District Seven fell from 25.5% of the population in 2010 to 22.5% in 2020, White and African American populations decreased countywide; that the United States Census Bureau has reported that at the national level, people are increasingly identifying themselves as multi-race persons; and that those who identify as being two or more races are included in the racial categorization of 'Other', which increased from around 66,000 to approximately 156,000 people in Pinellas County. He related that the phenomenon may have influenced the decline in the African American population in District Seven, as well as throughout the county.

School Board and BCC District Boundaries

Following a brief introduction and in response to a query by Ms. Owen, Mr. Spitzer related that at-large and single member County district boundaries are coterminous with those of the School Board. Mr. Lowack noted that keeping the same district borders is at the will of the School Board, and Attorney Vose stated that the School Board has chosen to set its district borders coterminous with County districts after the previous two redistricting cycles.

Cities Split by BCC District Boundaries

Mr. Spitzer noted that the topic of considering whether single member districts should split cities was discussed at the previous meeting and it is one of the matters designated by the Charter to be addressed by the Board; and that of the 24 cities in the county, three cities are split in minor ways, and the Cities of St. Petersburg and Clearwater are split more significantly. He indicated that it would be difficult to not split the two cities without having to split other cities that are currently intact; whereupon, discussion ensued regarding the potential implications of cities being split in at-large districts.

Schedule and Format of Future Meetings

Mr. Spitzer provided information regarding the updated schedule for future meetings, explaining that the dates are the same but times have been added; that he will be collaborating with the County to hold several virtual community meetings where the redistricting process and alternative plans will be discussed before inviting members of the public to comment and offer suggestions; and that the community meetings will be facilitated through the Zoom platform at various times of day to offer flexibility to those who wish to attend.

In response to queries by the members, Attorney Vose related that Board members are encouraged to attend the community meetings, however, he advised members to not offer comments as it could cause conflicts with Sunshine Law requirements; and that he would virtually attend the meetings to answer any appropriate legal questions; whereupon, Mr. Lowack commented that the County has established a site on their webpage and will issue a press release to advertise the community meetings to the public; and that the meetings will be recorded for later viewing.

DISCUSSION OF ALTERNATIVE REDISTRICTING PLANS

Mr. Spitzer provided information regarding the following alternative redistricting plans and referred to maps and summary demographic data regarding the modifications made by the proposed plans:

- Single Member Districts Alternative One: Clearwater Beach shifts to District Five; a portion of the Countryside area shifts to District Four.
- Single Member Districts Alternative Two: Neighborhoods south of Sunset Point Road in District Four shift to District Five; neighborhoods north of Sunset Point Road in District 5 between McMullen Booth Road and U.S. Highway 19 shift to District Four.
- At-Large Districts Alternative One: Modifies existing north/south boundary lines to east/west boundary lines, delineating clear north, middle, and south county residence areas.
- At-Large Districts Alternative Two: Similar to Alternative One, but drawing the boundary lines diagonally between the three residence areas.

Responding to comments and queries by the members, Mr. Spitzer related that he would conduct further research to verify that the alternative redistricting plans would not dilute minority voting strength; that KS&A would add GEOID information to certain future reports, identifying the affected census blocks and allowing for better tracking of census data; and that KS&A would prepare a diagram to better display the impacts of the plans, and discussion ensued.

Attorney Vose noted that none of the proposed district lines are directly impacted by litigation from the previous redistricting cycle; and that one of the requirements of the Charter provision is that the Board is not allowed to consider or draw districts with the intent to favor or disfavor a political party or incumbent.

Mr. Spitzer related that he would appreciate input from the Board if they would like to make any significant changes to the proposed plans and the members provided feedback, with a few members noting an initial preference for Single Member Districts Alternative Two and At-Large Districts Alternative One. Mr. Spitzer noted that the Board may also decide to leave the current districts in place with less significant changes.

In response to a query by Mr. Weinkrantz, Mr. Spitzer clarified that he will provide a document containing an overlay of the cities' boundaries on the at-large districts once final drafts of the alternative plans have been completed.

Later in the meeting, Mr. Spitzer confirmed with the Board that no changes will be made to the four alternative plans; and that a third option for Single Member Districts will be included, bisecting the northern part of the county between districts four and five. Chair Aungst stated that the Board also requests a report concerning the proposed At-Large Districts Alternatives, containing data confirming whether they meet charter requirements.

APPROVAL OF INVOICES

Mr. Ruppel made a motion, which was seconded by Mr. Weinkrantz and carried unanimously, that the September and October KS&A invoices be approved.

OTHER BUSINESS

Chair Aungst reminded the members of the schedule of upcoming meetings and related that KS&A's contract and deliverables are public record.

ADJOURNMENT

The meeting was adjourned at 7:32 PM.

Pinellas County Redistricting Board

Cities Split by District Boundaries

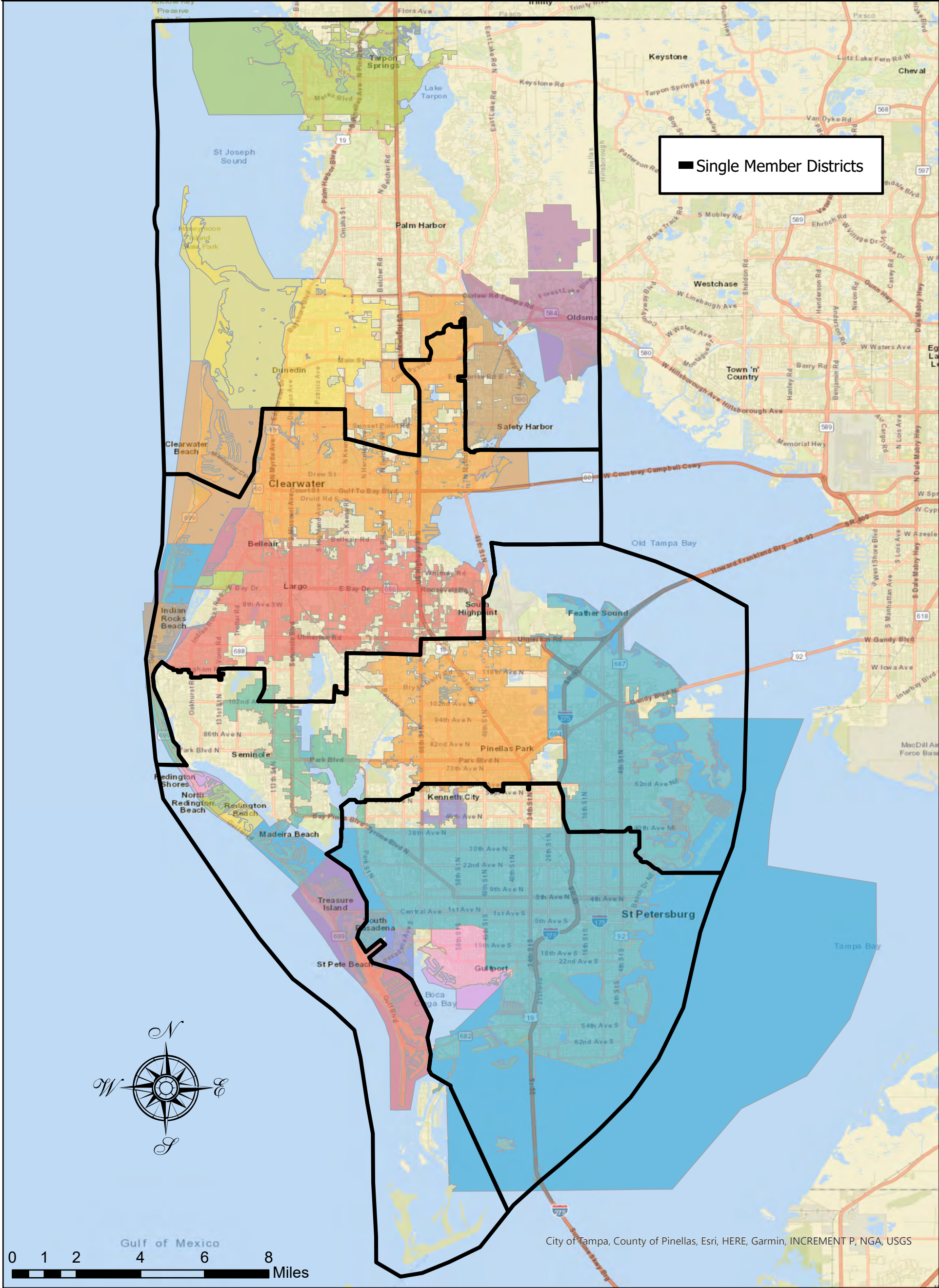
City	Population	Split?	comment
Belleair	4,095	no	
Belleair Beach	1,625	no	
Belleair Bluffs	2,104	no	
Belleair Shore	108	no	
Dunedin	37,869	no	
Gulfport	12,598	no	
Indian Rocks Beach	4,158	no	
Indian Shores	1,479	no	
Kenneth City	5,145	no	
Madeira Beach	4,447	no	
North Redington Beach	1,531	no	
Oldsmar	14,998	no	
Redington Beach	1,507	no	
Redington Shores	2,182	no	
Safety Harbor	17,696	no	
South Pasadena	5,078	no	
St. Pete Beach	9,531	no	
Tarpon Springs	25,937	no	
Treasure Island	6,930	no	
Pinellas Park	54,202	6+7	slight
Largo	84,574	5+6	slight
Clearwater	118,017	4+5	
Seminole	19,705	5+6+7	slight
St. Petersburg	271,044	6+7	
UNINCORPORATED	277,494	all	
Ideal District Population	239,777		



Single Member Districts with Municipal Boundaries



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239777	235211	-4565.75	-1.9%	195923	83%	7209	3%	32079	14%	21099	9%
District 5	239777	242663	2886.25	1.2%	173315	71%	22130	9%	47218	19%	36320	15%
District 6	239777	243194	3417.25	1.4%	190707	78%	11233	5%	41254	17%	23478	10%
District 7	239777	238039	-1737.75	-0.7%	149091	63%	53582	23%	35366	15%	21542	9%
Totals	959107	959107	0	0	709036	-	94154	-	155917	-	102439	-



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 21st day of April, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Kurt Spitzer & Associates Inc. (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0335-LI(DG) for County Redistricting Consultation Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Office of the Pinellas County Administrator.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of 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 relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and through December 31, 2021 or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The term of this Agreement may be extended by mutual written agreement of the parties.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

The County agrees to pay the Contractor the not-to-exceed sum of \$43,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable in equal monthly payments of \$8,600.00 beginning on the first day of the month commencing on August 1, 2021, upon submittal of an invoice as required herein.

The following hourly rates will apply for ad hoc services as set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses. (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☒ as provided in Exhibit C attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process 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.

6. **Personnel.**

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. **Termination.**

A. Contractor Default Provisions and Remedies of County.

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) 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, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Kurt Spitzer & Associates Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:
Kevin Knutson
Assistant County Administrator
315 Court Street,
Clearwater, FL 33756

For Contractor:

Attn:
Kurt Spitzer & Associates Inc
5744 Braveheart Way,
Tallahassee, FL 32317
Kurt Spitzer
850-228-6212
Kurt.Spitzer@KSAnet.net

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or

federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Purchasing Director

Merry Celeste

By

Merry Celeste

Kurt Spitzer & Associates Inc

By: [Signature]

Signature

KURT SPITZER

Print Name

PRESIDENT

Title

Approved by:

APPROVED AS TO FORM

By:

Jacina Parson

Office of the

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

Date	Event
August 1	Consultant Engaged
August 1	Redistricting Board appointed by BCC
August 1 – 25	<ul style="list-style-type: none"> ▪ Consultant acquires necessary files from County for mapping ▪ Consultant meets with individual Commissioners to discuss criteria
September 1	Redistricting Board – Organizational Meeting <ul style="list-style-type: none"> ▪ Elect Chair and Vice Chair ▪ Presentation on Process and Criteria ▪ Presentation on Sunshine Law ▪ Review/Approve Schedule and Plan of Work
September 30	Census Data received by consultant
October 6	Redistricting Board Meeting (zoom) – Review Data and Initial Maps <ul style="list-style-type: none"> ▪ “Existing” Districting Plan ▪ Alternative 1 ▪ Alternative 2 ▪ Alternative 3
October 13 & 14	Community Meetings – Single Member District areas <ul style="list-style-type: none"> ▪ One meeting early evening and one mid-morning ▪ Review Alternative Maps ▪ Receive Input
October 20 & 21	Community Meetings – Single Member District areas <ul style="list-style-type: none"> ▪ One meeting early evening and one mid-morning ▪ Review Alternative Maps ▪ Receive Input
October 27	Redistricting Board Meeting (zoom) – Review Revised Maps <ul style="list-style-type: none"> ▪ Up to four alternative maps may be prepared and presented ▪ Receive Input
November 3	Redistricting Board Meeting (zoom) – Final <ul style="list-style-type: none"> ▪ Review and approve one or more Maps for recommendation to BCC
November 9	Consultant meets with individual Commissioners to discuss final Maps
November 10	BCC <ul style="list-style-type: none"> ▪ Present final Map(s) and Report to Board of County Commissioners
December 7	BCC <ul style="list-style-type: none"> ▪ Final Adoption of Maps
December 15	Consultant delivers all Project data, files and draft legal descriptions to County Administrators Office

EXHIBIT B

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **VENDOR** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **VENDOR** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **VENDOR** to the **COUNTY** at least thirty (30) days prior to the expiration date.

VENDOR shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **VENDOR** from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, InsuranceCerts@pinellascounty.org; and nothing contained herein shall absolve **VENDOR** of this requirement to provide notice.

Should the **VENDOR**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **VENDOR** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **VENDOR's** most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that

EXHIBIT B

INSURANCE REQUIREMENTS

Is signing the Agreement.

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **VENDOR**.
- (3) The term "**COUNTY**", or "**Pinellas COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas **COUNTY**.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY**'s Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **VENDOR** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **VENDOR**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **VENDOR** occurs, or alternatively find the **VENDOR** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **VENDOR**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.
Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

EXHIBIT B

INSURANCE REQUIREMENTS

(C) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (A) For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

EXHIBIT C

PAYMENT SCHEDULE

We propose a fixed price of \$43,000, which would include the following services and all expenses, except as identified herein:

- Attendance by Mr. Spitzer at not more than eight on-site meetings within Pinellas County requiring an overnight stay.
- Attendance by Mr. Spitzer at not more than four zoom meetings of the Redistricting Board. Attendance by Mr. Reynolds at not more than three zoom meetings of the Redistricting Board.
- Preparation by Mr. Spitzer of draft legal description of adopted Map.
- Attendance by Mr. Spitzer at up to two individual zoom meetings with each County Commissioner
- Time spent in preparation by Mr. Spitzer and Mr. Reynolds for attendance at all meetings and all other tasks identified in “Approach and Work Plan.”
- Preparation of not more than 11 districting maps or plans, including the initial “Existing Districts” map.
- All travel expenses relating to the on-site meetings in Pinellas County.
- All costs for necessary software.

Payments will be made monthly in five equal amounts in arrears.

Ad Hoc Services

The following services and related expenses are not included in the above price:

- Additional on-site meetings requiring Mr. Spitzer’s attendance are billed at \$3,000 per meeting, inclusive of travel and lodging costs.
- Preparation for and attendance at additional meetings of the Redistricting Board, or preparation of additional maps, beyond those identified above will be billed at the following rates:

Kurt Spitzer	\$275 per hour
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Sean Reynolds	\$175 per hour
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EXHIBIT C

PAYMENT SCHEDULE

- Testimony in Legal Proceedings

Mr. Spitzer will be paid at a rate of \$275 per hour for expert technical assistance to the County in the event any legal action arises relating to the redistricting process or plans developed with KSA's assistance. Mr. Spitzer will provide expert testimony and technical services, if necessary, in state and federal court as it relates to the County's adopted redistricting plan.

In instances where Mr. Spitzer either does not or cannot qualify as an expert, and where necessary in a legal action, the Mr. Spitzer will provide fact testimony relating to the redistricting of plans developed with KSA's assistance. The County will reimburse KSA for expenses incurred and time lost in preparing for and providing the non-expert testimony. KSA will itemize and invoice the County for expenses. The County will compensate Mr. Spitzer for time lost at an hourly rate of \$275 per hour with KSA invoicing the County for time lost.

The County and KSA understand and agree that payment cannot and will not influence the substance of Mr. Spitzer's testimony.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. 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.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

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.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

FIRST AMENDMENT

This Amendment made and entered into this 17th day of May, 2021 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Kurt Spitzer & Associates Inc hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on April 21, 2021 pursuant to Pinellas County Contract No.21-0335-LI (hereinafter "Agreement") pursuant to which the Contractor agreed to provide redistricting consultation services for County; and

WHEREAS, Section twenty-one (21) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for revised Statement of Work and Payment Schedule, at the same prices, terms and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Authorize a change to the Agreement, Exhibit A, Statement of Work to include revised timeline provided herein as Exhibit A.
2. Authorize a change to the Agreement, Section 5, Subsection A, Compensation and Method of Payment, to revise language therein to the following: The County agrees to pay the Contractor the not-to-exceed sum of \$43,000.00 for Services completed and accepted as provided in Section 15 herein payable in six (6) equal amounts of \$7,166.67 beginning on the first day of the month and commencing on July 15, 2021.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its Purchasing Director

Merry Celeste
Merry Celeste, Purchasing and Risk

Management Division Director

Kurt Spitzer & Associates Inc

[Signature]

Authorized Signature

KURT SPITZER
Printed Authorized Signature

PRESIDENT
Title Authorized Signature

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT A

Pinellas County Board of County Commissioners Redistricting Timeline

Date	Event
July 15	Consultant Engaged
July 15 – 30	Consultant meets with individual Commissioners to discuss criteria
August 1 - 17	Consultant acquires necessary files from County for mapping
August 10	Redistricting Board appointed by BCC
September 1	Redistricting Board – Organizational Meeting <ul style="list-style-type: none">▪ Elect Chair and Vice Chair▪ Presentation on Process and Criteria▪ Presentation on Sunshine Law▪ Review/Discuss Schedule and Plan of Work
September 30	Census Data received by consultant
October 6	Redistricting Board Meeting (zoom) – Review Data and Initial Maps <ul style="list-style-type: none">▪ “Existing” Districting Plan▪ Alternative 1▪ Alternative 2▪ Alternative 3
October 13 & 14	Community Meetings – Single Member District areas <ul style="list-style-type: none">▪ One meeting early evening and one mid-morning▪ Review Alternative Maps▪ Receive Input
October 20 & 21	Community Meetings – Single Member District areas <ul style="list-style-type: none">▪ One meeting early evening and one mid-morning▪ Review Alternative Maps▪ Receive Input
October 27	Redistricting Board Meeting (zoom) – Review Revised Maps <ul style="list-style-type: none">▪ Up to four alternative maps may be prepared and presented▪ Receive Input
November 3	Redistricting Board Meeting (zoom) – Final <ul style="list-style-type: none">▪ Review and approve one or more Maps for recommendation to BCC
November 5 – 8	Consultant meets with individual Commissioners to discuss final Maps
November 9	BCC <ul style="list-style-type: none">▪ Present final Map(s) and Report to Board of County Commissioners
December 7	BCC <ul style="list-style-type: none">▪ Final Adoption of Maps
December 15	Consultant delivers all Project data, files and draft legal descriptions to County Administrators Office

Pinellas County Redistricting Citizen Comments

1. Florida has already been divided into 5 water districts, what the county charter seems to be giving rise to is an individual jurisdiction which is to be legislated in the fourteenth amendment. Based on that the census would not be a census but more enumeration as appropriated from Article 1 section 2 of the US Constitution. In his perspective he feels that what is taking place is that it is more of a privatizing of government under the home rule charter in relation to this jurisdiction that is taking shape. He feels that its more of a use of patient of political power based on home rule charter section 204Q. As this evolves, he questions the tax base that will stem from such enumeration and how this is to form its tax space in shape of despotic taxation which he opposes.

2. Can we access the data on the PC website somewhere?

Answer provided: Yes, there is a dedicated County redistricting board webpage. The maps are in the process of being uploaded. If there are additional alternatives they will be able to be accessed there.

3. One citizen wanted to comment that he liked existing at large districts. He wanted to comment on the four single member districts. 1. I wish the alternative maps we had seen had the municipal boundaries of the cities and towns. The thing that I would like to see is maps or an alternative that has all the towns or cities in Pinellas county whole, not divided. That's not possible with St. Petersburg but he thinks that Clearwater and Largo could all fit in District 5. Pinellas Park could fit in District 6 and Seminole is the worst. It's in three Districts and he thinks it could easily fit into District 6. He dislikes the alternative #3 the most because it is the opposite of what he wanted. It cuts Largo and Clearwater in half. The unincorporated; East Lake, Palm Harbor I don't think it should be an issue for them to stay together.

Answer provided: It is impossible to not split the city of St. Petersburg. In theory it would be possible not to split the city of Clearwater but that would require a significant adjustment to boundaries.

4. What are the optimum numbers for at large and single member districts?

Answer provided: There are 24 cities in Pinellas County and the majority are not split. The at large district target is 319,702, and single member district is 239,777.

5. One citizen disagrees with the previous speaker and keeping the cities together. Population should be the dominate factor when drawing lines. The at large seats you would start at the northern end the county and keep adding census data until you meet that 319,702 number and keep going down until you divided the county into three. Then you can do the same with the Single District starting east to west. It sounds like your committee is trying to manipulate these lines to favor a particular segment of the population or political party.

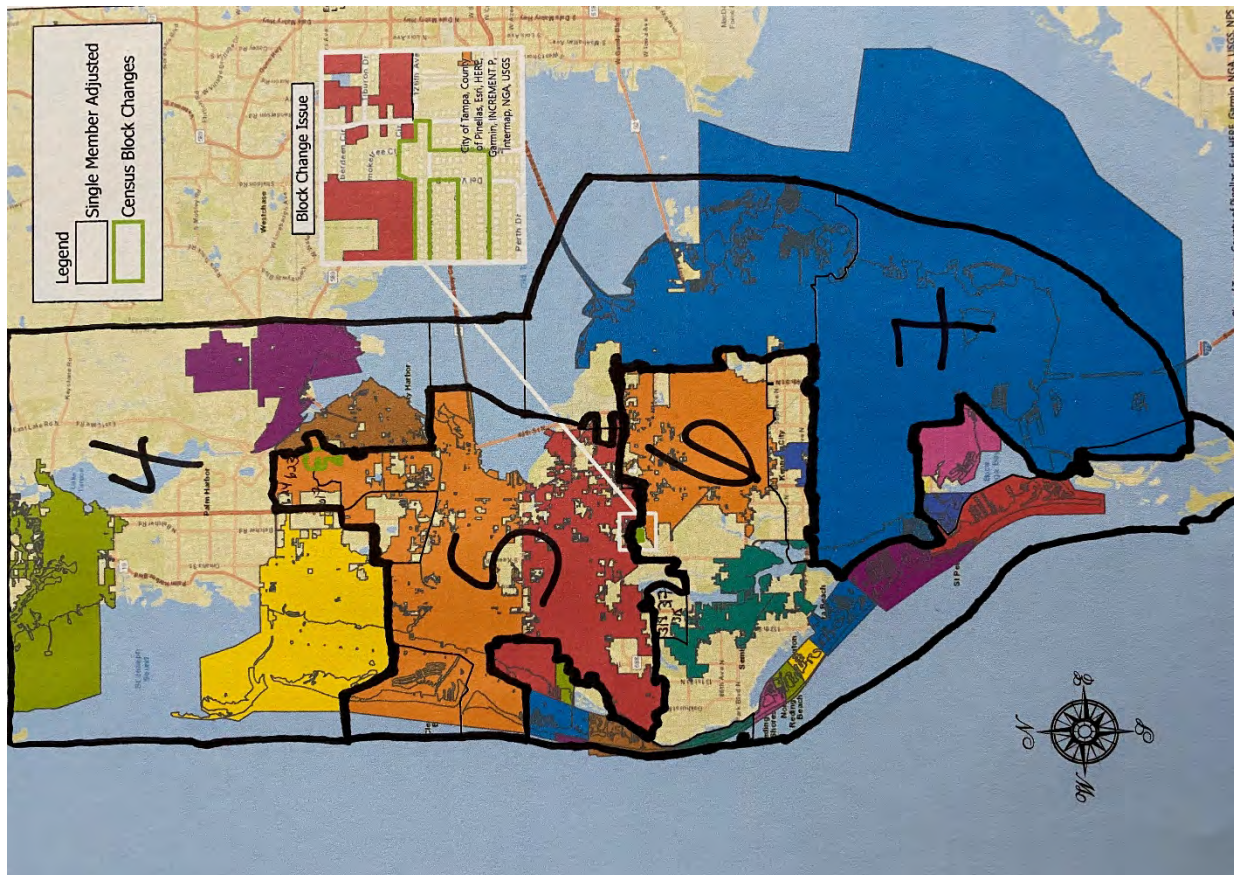
Additional input received via email:

I was the first speaker at the Zoom Live meeting this morning. I asked that a map(s) be drawn that put all 24 cities and towns (except St Petersburg) in Pinellas County in the same single member districts, without dividing cities into more than one district. I attached a rough concept for doing this. I do not have access to the census data or the skill to use software to equalize the district populations the way I assume you do. I don't believe any other municipalities would have to be divided to accommodate this, I mention that because you said you thought they probably would have to be divided.

If it is absolutely not able to be done, the next best thing-in my opinion-would be to have mainland Clearwater (non Sand Key, Clearwater Beach, Island Estates) all in the same district and then those other islands in another district (I assume District #4). In fact, only Sand Key of those three precincts/communities is already in District #4.

As I said the map is very conceptual, there is not a boundary line between District #4 and #7 because I don't know where it would go. I assume it would be a horizontal line in the area of Gandy Blvd and 118th Avenue.

I plan on attending the in-person meeting on October 27.



Statistical Comparison
At-Large Districts

Current At Large Districts

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	319,702	321,435	1,733	0.54%	248,954	77.5%	15,060	4.7%	56,481	17.6%	36,353	11.3%
District 2	319,702	314,563	(5,139)	-1.61%	244,530	77.7%	20,611	6.6%	50,362	16.0%	36,507	11.6%
District 3	319,702	323,109	3,407	1.07%	215,552	66.7%	58,483	18.1%	49,074	15.2%	29,579	9.2%
Totals	959,107	959,107			709,036		94,154		155,917		102,439	

At Large - Alternative 1

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	319,702	317,709	(1,993)	-0.6%	236,448	74.4%	21,872	6.9%	59,389	18.7%	37,526	11.8%
District 2	319,702	322,940	3,238	1.0%	253,403	78.5%	17,307	5.4%	52,230	16.2%	38,115	11.8%
District 3	319,702	318,458	(1,244)	-0.4%	219,185	68.8%	54,975	17.3%	44,298	13.9%	26,798	8.4%
Totals	959,107	959,107			709,036		94,154		155,917		102,439	

At Large - Alternative 2

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	319,702	317,429	(2,273)	-0.7%	234,254	73.8%	20,125	6.3%	63,050	19.9%	41,937	13.2%
District 2	319,702	316,730	(2,972)	-0.9%	253,350	80.0%	17,506	5.5%	45,874	14.5%	32,030	10.1%
District 3	319,702	324,948	5,246	1.6%	221,432	68.1%	56,523	17.4%	46,993	14.5%	28,472	8.8%
Totals	959,107	959,107			709,036		94,154		155,917		102,439	

Single Member District Alternatives

2020 Single Member - Current Districts

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239,777	235,211	(4,566)	-1.90%	195,923	83.3%	7,209	3.1%	32,079	13.6%	21,099	9.0%
District 5	239,777	242,663	2,886	1.20%	173,315	71.4%	22,130	9.1%	47,218	19.5%	36,320	15.0%
District 6	239,777	243,194	3,417	1.43%	190,707	78.4%	11,233	4.6%	41,254	17.0%	23,478	9.7%
District 7	239,777	238,039	(1,738)	-0.72%	149,091	62.6%	53,582	22.5%	35,366	14.9%	21,542	9.0%
Totals	959,107	959,107			709,036		94,154		155,917		102,439	

Single Member - Alternative Plan 1

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239,777	235,895	(3,882)	-1.62%	196,039	83.1%	7,323	3.1%	32,533	13.8%	21,560	9.1%
District 5	239,777	241,979	2,202	0.92%	173,199	71.6%	22,016	9.1%	46,764	19.3%	35,859	14.8%
District 6	239,777	243,194	3,417	1.43%	190,707	78.4%	11,233	4.6%	41,254	17.0%	23,478	9.7%
District 7	239,777	238,039	(1,738)	-0.72%	149,091	62.6%	53,582	22.5%	35,366	14.9%	21,542	9.0%
Totals	959,107	959,107			709,036		94,154		155,917		102,439	

Single Member - Alternative Plan 2

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239,777	235,594	(4,183)	-1.74%	195,971	83.2%	7,141	3.0%	32,482	13.8%	21,557	9.2%
District 5	239,777	242,280	2,503	1.04%	173,267	71.5%	22,198	9.2%	46,815	19.3%	35,862	14.8%
District 6	239,777	243,194	3,417	1.43%	190,707	78.4%	11,233	4.6%	41,254	17.0%	23,478	9.7%
District 7	239,777	238,039	(1,738)	-0.72%	149,091	62.6%	53,582	22.5%	35,366	14.9%	21,542	9.0%
Totals	959,107	959,107			709,036		94,154		155,917		102,439	

Single Member - Alternative Plan 3

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239,777	239,101	(676)	-0.28%	185,850	77.7%	17,203	7.2%	36,048	15.1%	26,347	11.0%
District 5	239,777	238,773	(1,004)	-0.42%	183,388	76.8%	12,136	5.1%	43,249	18.1%	31,072	13.0%
District 6	239,777	243,194	3,417	1.43%	190,707	78.4%	11,233	4.6%	41,254	17.0%	23,478	9.7%
District 7	239,777	238,039	(1,738)	-0.72%	149,091	62.6%	53,582	22.5%	35,366	14.9%	21,542	9.0%
Totals	959,107	959,107			709,036		94,154		155,917		102,439	

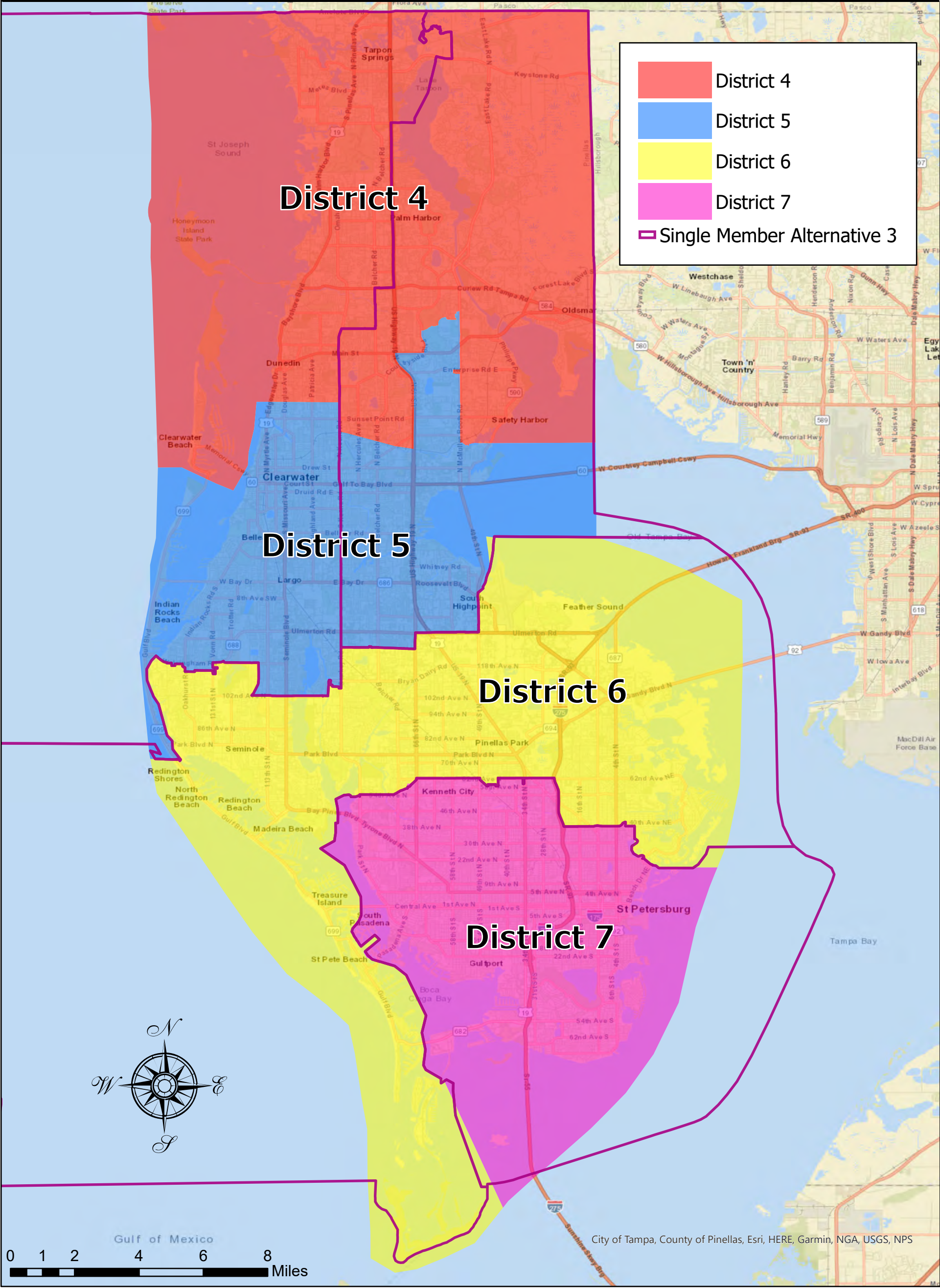


Single Member Districts

Alternative 3



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239777	239101	-675.75	-0.3%	185850	78%	17203	7%	36048	15%	26347	11%
District 5	239777	238773	-1003.75	-0.4%	183388	77%	12136	5%	43249	18%	31072	13%
District 6	239777	243194	3417.25	1.4%	190707	78%	11233	5%	41254	17%	23478	10%
District 7	239777	238039	-1737.75	-0.7%	149091	63%	53582	23%	35366	15%	21542	9%
Totals	959107	959107	0	0	709036	-	94154	-	155917	-	102439	-



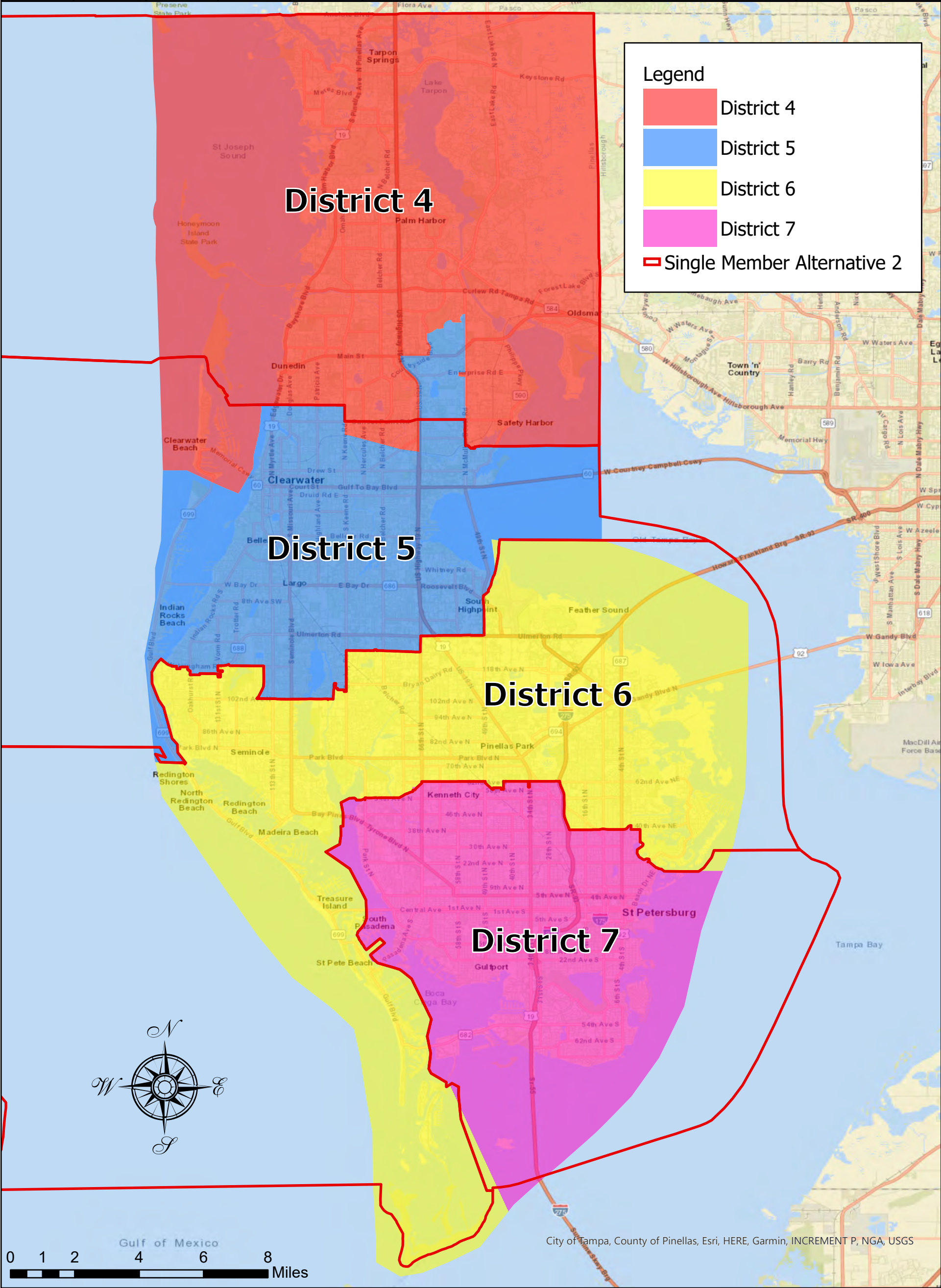


Single Member Districts

Alternative 2



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239777	235594	-4182.75	-1.7%	195971	83%	7141	3%	32482	14%	21557	9%
District 5	239777	242280	2503.25	1.0%	173267	72%	22198	9%	46815	19%	35862	15%
District 6	239777	243194	3417.25	1.4%	190707	78%	11233	5%	41254	17%	23478	10%
District 7	239777	238039	-1737.75	-0.7%	149091	63%	53582	23%	35366	15%	21542	9%
Totals	959107	959107	0	0	709036	-	94154	-	155917	-	102439	-



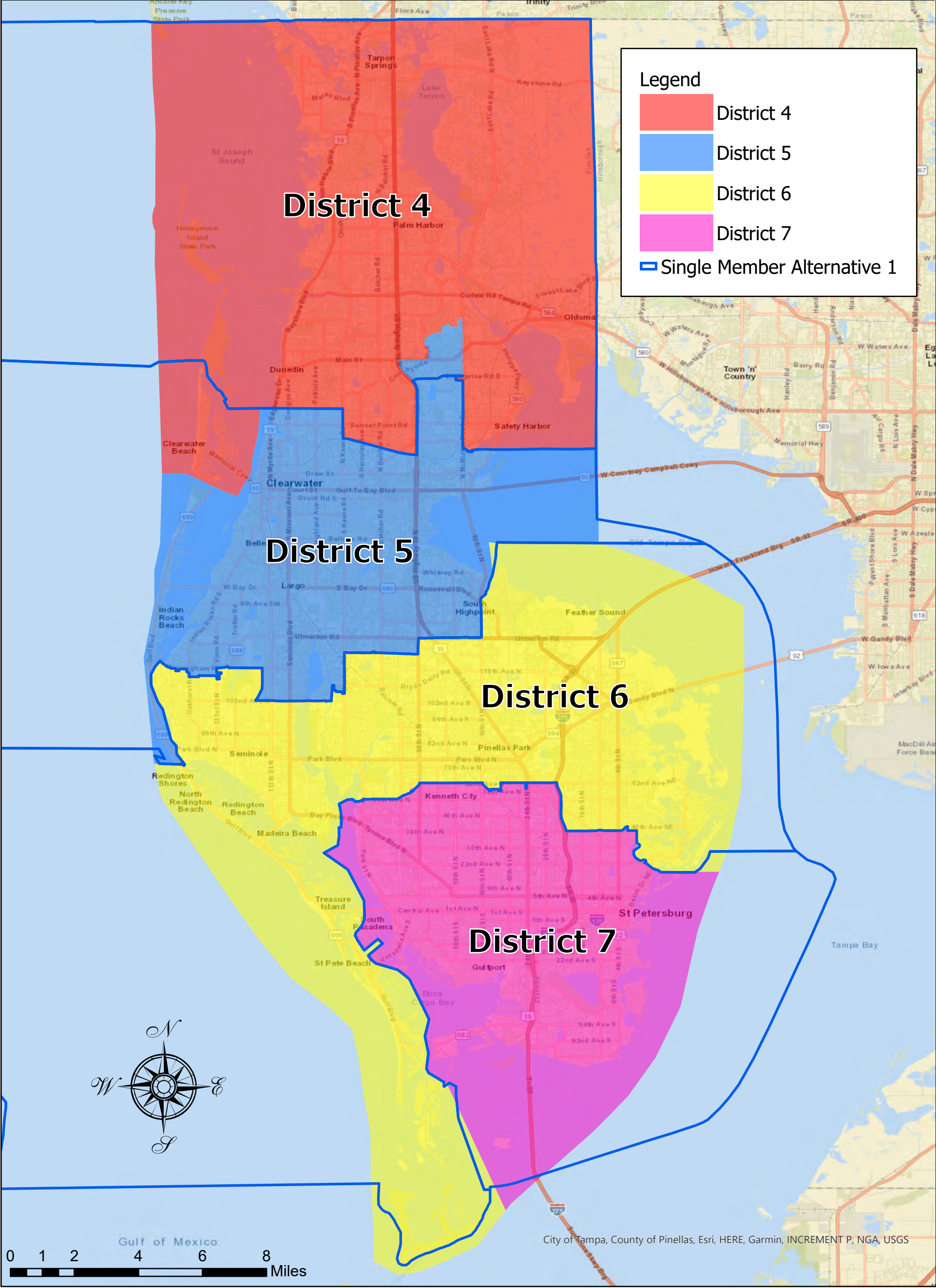


Single Member Districts

Alternative 1



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 4	239777	235895	-3881.75	-1.6%	196039	83%	7323	3%	32533	14%	21560	9%
District 5	239777	241979	2202.25	0.9%	173199	72%	22016	9%	46764	19%	35859	15%
District 6	239777	243194	3417.25	1.4%	190707	78%	11233	5%	41254	17%	23478	10%
District 7	239777	238039	-1737.75	-0.7%	149091	63%	53582	23%	35366	15%	21542	9%
Totals	959107	959107	0	0	709036	-	94154	-	155917	-	102439	-

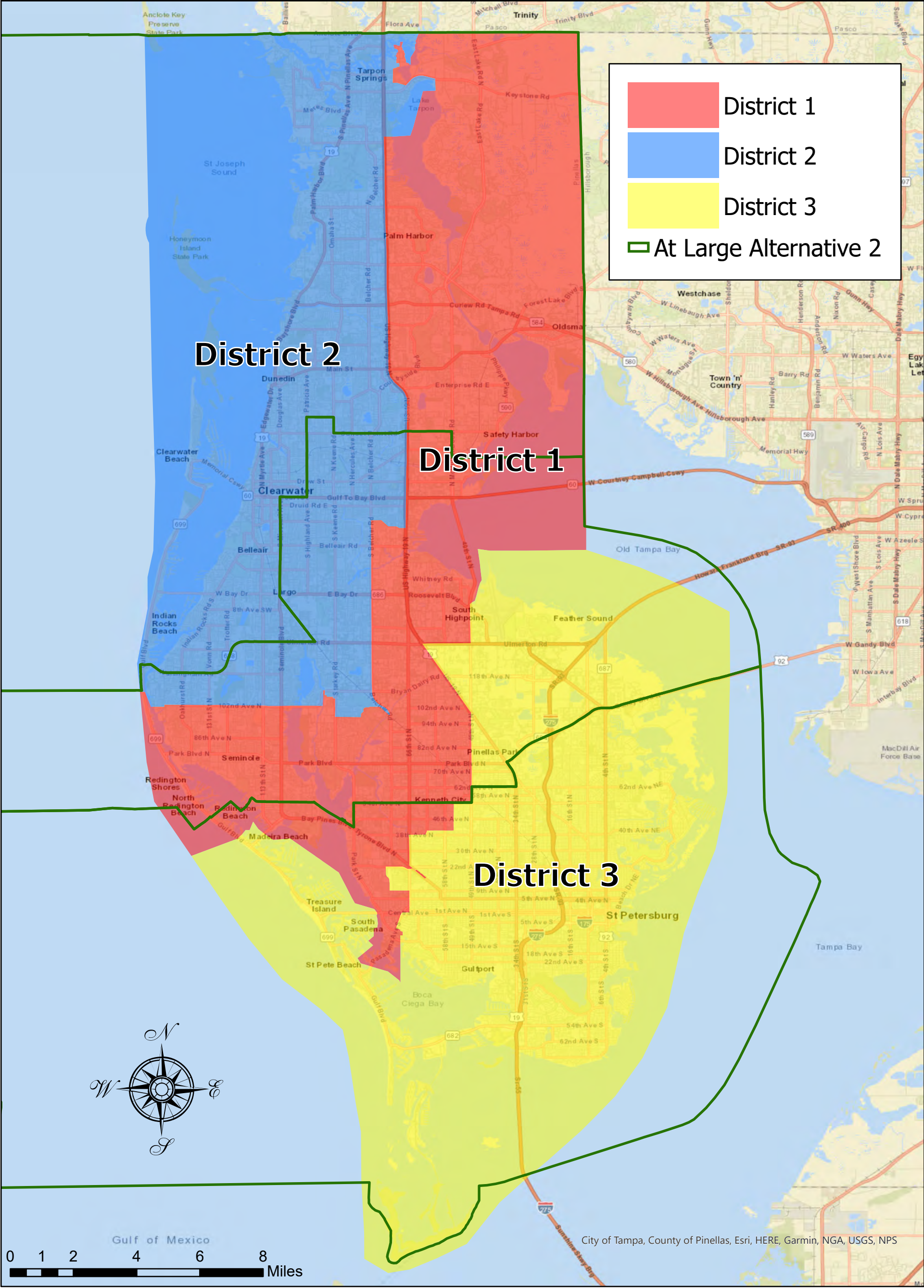




At Large Districts Alternative 2



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 1	319702	317429	-2273	-0.7%	234254	74%	20125	6%	63050	20%	41937	13%
District 2	319702	316730	-2972	-0.9%	253350	80%	17506	6%	45874	14%	32030	10%
District 3	319702	324948	5246	1.6%	221432	68%	56523	17%	46993	14%	28472	9%
Totals	959107	959107	0	0.00	709036	-	94154	-	155917	-	102439	-



At Large Districts
Alternative 1

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Precent Other	Population Hispanic	Percent Hispanic
District 1	319702	317709	-1993	-0.6%	236448	74%	21872	7%	59389	19%	37526	12%
District 2	319702	322940	3238	1.0%	253403	78%	17307	5%	52230	16%	38115	12%
District 3	319702	318458	-1244	-0.4%	219185	69%	54975	17%	44298	14%	26798	8%
Totals	959107	959107	0	0.00	709036	-	94154	-	155917	-	102439	-

