



**TOWN OF REDINGTON BEACH
BOARD OF COMMISSIONERS
REGULAR MEETING
AGENDA
Wednesday, July 19, 2023
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three-minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**
 - Public Safety – Commissioner Murray
 - Building/Code – Commissioner Skjoldager
 - Public Works/Parks – Commissioner Cariello
 - Finance - Vice-Mayor Kornijtschuk
 - Mayor – Mayor Will
 - Town Clerk
 - Town Attorney
 - Boards & Committees
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, July 5, 2023
 - B. Bill List for Day Ending July 14, 2023
- 8. UNFINISHED BUSINESS**
- 9. NEW BUSINESS**
 - A. Park Board appointments
 - B. Resolution 2023-05: Pinellas County Sheriff's Office Contract Renewal FY 24
 - C. Safebuilt Contract Renewal FY 24
 - D. Pinellas Public Library Cooperative Interlocal Agreement Renewal
 - E. G. A. Nichols quote for Beach Park improvements
 - F. Tentative millage rate
 - G. Banking Services – move Town funds from Chase Bank to Valley Bank
- 10. OTHER BUSINESS**
- 11. ADJOURNMENT**

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda. Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings.

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S. 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**

In accordance with F.S. 286.26 persons with disabilities needing special accommodations to participate in this meeting should contact the office of the Town Clerk 727-391-3875 no later than 2:00 p.m. on the day prior to the meeting to make arrangements for such special accommodations.

7. CONSENT AGENDA

- A. Board Regular Meeting Minutes,
July 5, 2023**
- B. Bill List for Day Ending July 14, 2023**



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, July 5, 2023
6:30 p.m.**

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, July 5th, 2023 at 6:30 pm**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Will called the **Regular Meeting** to order and led the pledge of allegiance.

Roll Call:

	Present	Absent
Commissioner Cariello	X	
Commissioner Murray	X	
Commissioner Skjoldager	X	
Vice Mayor Kornijtschuk	X	
Mayor Will	X	
Town Attorney Trask	X	
Town Clerk Nieves	X	

Agenda: Mayor Will asked for approval of the agenda. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to accept the agenda as presented. No public comment. Motion passed unanimously.

Public Forum: None

Reports:

Public Safety

- Commissioner Murray reported that the beach clean up earlier that day, hosted by the RBPOA, was attended by about 20 volunteers. He noted that the amount of debris picked up was less than expected.

Building/Code

- Nothing to report.

Public Works/Parks

- Commissioner Cariello reported that the contractors working for Clearwater Gas broke ground on 162nd Avenue. The Park Board/Garden Club Orchid and Coffee event was well-attended by about 50 people. The 4th of July Golf Cart Parade had about 30 golf carts and was a big success.

Finance

- Nothing to report.

Mayor

- Mayor Will thanked the volunteers that helped with the Beach Clean up earlier that day. He also thanked the volunteers that organized the Golf Cart parade.

Town Clerk

- Nothing to report.

Town Attorney

- Nothing to report.

Boards and Committees

Steve Miller, 16335 Redington Drive, representing the RBPOA, reported that he believes that the reason the amount of debris collected from the Beach Clean-up was less than expected was because the tide was so high on the night of July 4th, that a lot of debris ended up being washed away.

Commissioner Cariello reported that the Library is planning a wine and cheese fundraising event. He also reported that revenue could be generated from their parking lot.

CONSENT AGENDA

- A. Board Regular Meeting Minutes, June 21, 2023
- B. Bill List for Day Ending June 30, 2023

A motion by Vice Mayor Kornijtschuk, seconded by Commissioner Cariello to approve the consent agenda as presented. No discussion. No public comment. Motion passed unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS

None

OTHER BUSINESS:

None

Adjournment: With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to adjourn. Regular meeting was adjourned at 6:38pm.

Adopted: July 19, 2023

Adriana Nieves, CMC, Town Clerk

Date: 07/14/2023

Time: 10:24 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.310	Professional Sen ANDREW TESS	2844	Accounting services	0	07/07/2023	07/07/2023	750.00
							750.00
101-512-512.410	Telephone CHARTER COMMUNICATION	1670527010707323	Phone & Internet	0	07/07/2023	07/07/2023	199.96
							199.96
101-512-512.411	Internet Services CHARTER COMMUNICATION	1670527010707323	Phone & Internet	0	07/07/2023	07/07/2023	157.97
							157.97
101-512-512.440	Utilities- Water/EI DUKE ENERGY	07-12-2023	April - June15	0	06/15/2023	06/15/2023	1,429.31
							1,429.31
101-512-512.461	Building Maintena CHASE CARD SERVICES	1120240	Amazon - Laptop case	0	07/13/2023	07/13/2023	36.99
							36.99
101-512-512.510	Office Supplies CHASE CARD SERVICES	7854654	Amazon - laptop battery	0	07/06/2023	07/06/2023	34.80
	CHASE CARD SERVICES	1120240	Amazon - Laptop case	0	07/13/2023	07/13/2023	29.30
	CHASE CARD SERVICES	8244263	Amazon - wireless mouse	0	07/13/2023	07/13/2023	24.10
	WATER BOY INC	00402210	3)Qtly cooler charge July-Sept	0	06/30/2023	06/30/2023	36.00
							124.20
101-512-512.515	Office Copier/Lea KONICA MINOLTA BUSINESS	288016155	Copier lease \$121.19	0	06/30/2023	06/30/2023	121.19
							121.19
101-512-512.520	Office Copier/Use KONICA MINOLTA BUSINESS	288016155	Copier lease \$121.19	0	06/30/2023	06/30/2023	27.95
							27.95
101-512-512.542	Dues & Subscrip CHASE CARD SERVICES	Kornij 7-13-23	Fl. League of Cities dues	0	07/12/2023	07/12/2023	75.00
	CHASE CARD SERVICES	Kornij07-13-2023	Gulf Coast Chapter - Dues	0	07/13/2023	07/13/2023	20.00
							95.00
Total Dept. Town Clerk:							2,942.57
Dept: 514 Legal Counsel							
101-514-514.121	Litigation TRASK, DAIGNEAULT, LLP A	2451	Red Bch vs New Gen	0	07/01/2023	07/01/2023	1,383.40
							1,383.40
101-514-514.124	Town Attorney TRASK, DAIGNEAULT, LLP A	2449	Code revisions	0	07/01/2023	07/01/2023	240.00
	TRASK, DAIGNEAULT, LLP A	2450	General	0	07/01/2023	07/01/2023	4,160.00
							4,400.00
101-514-514.310	Legislative Couns SHUMAKER ADVISORS FLOI	3893	July - various meetings/consul	0	07/01/2023	07/01/2023	2,750.00
							2,750.00
Total Dept. Legal Counsel:							8,533.40
Dept: 522 Fire Control							
101-522-522.340	Fire Department CITY OF MADEIRA BEACH	1421	Fire / EMS - Q4 - 2023	0	07/01/2023	07/01/2023	16,208.65
							16,208.65

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/14/2023

Time: 10:24 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
101-522-522.341	EMS (Seminole)						
	CITY OF SEMINOLE	23-130	Fire / EMS July - Sept 2023	0	07/01/2023	07/01/2023	16,208.65
							16,208.65
						Total Dept. Fire Control:	32,417.30
Dept: 524 Protective Services							
101-524-524.310	Code Enforcemei						
	PINELLAS COUNTY SHERIF	1331830	Code Enforcement - June	0	07/03/2023	07/03/2023	2,486.40
							2,486.40
						Total Dept. Protective Services:	2,486.40
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	07-12-2023	April - June15	0	06/15/2023	06/15/2023	7,633.41
							7,633.41
						Total Dept. Roads & Streets:	7,633.41
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	07-12-2023	April - June15	0	06/15/2023	06/15/2023	131.52
	DUKE ENERGY	200451756791	MAy 26-June 27	0	06/29/2023	06/29/2023	32.87
							164.39
101-572-572.463	Maintenance - Tr						
	PRIMESCAPE SERVICES	601085	Palm tree trimming	0	07/14/2023	07/14/2023	5,157.00
							5,157.00
101-572-572.520	Uniforms						
	MOSTON'S BUISNESS & SP	23956	4-Sport shirts/ Public Works	0	07/12/2023	07/12/2023	93.30
							93.30
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES	1358986	Diesel gas	0	07/13/2023	07/13/2023	35.34
	WEX BANK	689547	unleaded gas	0	06/30/2023	06/30/2023	66.45
	WEX BANK	696500	Unleaded gas	0	07/07/2023	07/07/2023	65.11
	WEX BANK	07-13-23	Interest + bal forward	0	07/13/2023	07/13/2023	58.16
	WEX BANK	702530	Unleaded gas	0	07/13/2023	07/13/2023	98.67
							323.73
						Total Dept. Parks and Recreation:	5,738.42
Dept: 573 Board of Parks & Recre							
101-573-573.480	Public Relations/I						
	TIFFANY TERRACCIANO	07-12-23	Pancake/coffee/doanuts-PR	0	06/29/2023	06/29/2023	427.33
							427.33
						Total Dept. Board of Parks & Recreation:	427.33
						Total Fund General Fund:	60,178.83
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.650	Engineering Expe						
	TEAM ENGINEERING	2019-15-4	Update SWMP - Annual Reportir	0	07/06/2023	07/06/2023	1,500.00
							1,500.00
						Total Dept. Storm Water:	1,500.00
						Total Fund Storm Water:	1,500.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/14/2023

Time: 10:24 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
						Grand Total:	61,678.83

7/10/2023

11072 PAYROLL
11073 PAYROLL
11074 PAYROLL
11075 PAYROLL

2,097.85
1,268.79
1,485.22
1,117.88

5,969.74

MAYOR WILL

VICE MAYOR KORNIJTSCHUK

COMMISSIONER CARIELLO

Regular Meeting of July 19, 2023

COMMISSIONER SKJOLDAGER

COMMISSIONER MURRAY

ATTEST:

Adriana Nieves, CMC, Town Clerk

Agenda item 9A.
Parks and Recreation Board
Appointments



MAY 21 2023

TOWN OF REDINGTON BEACH, FLORIDA
APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE

NAME: Tiffany Terracciano
 ADDRESS: 15904 1st St E Redington Beach, FL 33708
 HOME PHONE: NA CELL PHONE: 727-488-0140
 EMAIL ADDRESS: tsmiles717@gmail.com
 How long has Applicant been a Redington Beach resident? 10 yrs

SEEKING APPOINTMENT TO: (Check one)

☒ Park Board ☐ Planning Board
☐ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☐ Alternate

EDUCATIONAL BACKGROUND:

College: Eckerd College Location: St. Pete
 Major: Human Development Degree: Bach of Science

EMPLOYMENT INFORMATION:

☒ Currently Employed ☐ Retired

Most recent employment:

Employer: SPRC Phone: 727-800-5043
 Address: 6986 22nd Ave N. City, State, Zip Code: St. Pete 33710
 Position: _____ How long: _____

Why do you want to serve on this Board? I am currently serving and I enjoy being involved in our community. We have a →

Applicant Signature Tiffany Date 6/20/23

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
 Term: _____ Term Expires on: _____

JUN 27 2023



TOWN OF REDINGTON BEACH, FLORIDA
APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE

NAME: Kayla Robertson
 ADDRESS: 15208 1st St E Redington Beach, FL 33708
 HOME PHONE: 813-928-9494 CELL PHONE: _____
 EMAIL ADDRESS: Kstanley08@gmail.com
 How long has Applicant been a Redington Beach resident? 7 years

SEEKING APPOINTMENT TO: (Check one)

☒ Park Board ☐ Planning Board
☐ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☐ Alternate

EDUCATIONAL BACKGROUND:

College: Bachelors Location: University of Florida
 Major: Advertising Degree: BS in Advertising

EMPLOYMENT INFORMATION:

☒ Currently Employed ☐ Retired

Most recent employment:

Employer: Next Step Healthcare Phone: 781-404-3900
 Address: 400 Trade Ctr Ste 7950 City, State, Zip Code: Woburn, MA 01801
 Position: Director of Administration How long: 6.5 years

Why do you want to serve on this Board? To serve my town and community
while also helping to maintain and improve our beautiful parks and
recreational spaces for our children and future generations.

Applicant Signature Kayla Robertson Date 6/21/23

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
 Term: _____ Term Expires on: _____

Agenda item 9B.

Resolution 2023-05

Pinellas County Sheriff's Office

Contract Renewal FY 24



TOWN OF REDINGTON BEACH

Resolution 2023-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH PINELLAS COUNTY SHERIFF BOB GUALTIERI, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach is in need of law enforcement services for fiscal year 2023-2024; and

WHEREAS, Bob Gualtieri, Sheriff, Pinellas County has submitted a proposal to perform the services for the Town of Redington Beach; at a cost not to exceed \$314,200; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach has met and reviewed the proposal;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Redington Beach, Florida that:

Section 1: The Board of Commissioners to accept Pinellas County Sheriff Bob Gualtieri's agreement for year commencing October 1, 2023 through September 30, 2024.

Section 2: The terms of the agreement will stand not to exceed annual contract total of \$314,112.00 to be paid monthly for 12 months at \$26,176.00 per month.

Section 3: This Resolution shall become effective immediately upon adoption.

ADOPTED this 19th Day of July 2023, by the Board of Commissioners of the Town of Redington Beach, Florida.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello					
Commissioner Murray					
Commissioner Skjoldager					
Vice Mayor Kornijtschuk					
Mayor Will					

Attest:

By: _____
Adriana Nieves, CMC, Town Clerk

By: _____
David Will, Mayor

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN OF REDINGTON BEACH, FLORIDA, a municipal corporation of the State of Florida (hereinafter "TOWN"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN is a municipality within the boundaries of Pinellas County, Florida, and wishes to purchase municipal law enforcement services and code enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the TOWN is desirous of providing a high level of competent enforcement services in conjunction and in harmony with its fiscal policies of sound, economical management; and

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

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

WHEREAS, the TOWN desires that the SHERIFF furnish code enforcement service on an as-needed basis; and

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

WHEREAS, the TOWN desires to retain its ability to determine whether law enforcement and/or code enforcement services shall be provided by a Town police department, by contract with

another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the TOWN that the full, complete and entire responsibility for law enforcement within the TOWN be turned over to and be performed by the SHERIFF;

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

1. That the recitations set forth above are incorporated herein by reference in their entirety.
2. LEGAL AUTHORITY. This Agreement is entered into pursuant to the provisions of Section 163.01, F.S. the "Florida Interlocal Cooperation Act of 1969". The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of law enforcement services for certain designated law enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to the provisions of Section 163.01(14), F.S. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.

3. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the TOWN with high quality law enforcement and code enforcement services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the TOWN under the terms of this Agreement and are completely separate and in addition to any and all

ad valorem taxes, or any other revenues paid by or received on behalf of the citizens of the TOWN to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to continue to provide normal services to the same degree that such services are provided to the rest of Pinellas County, and the TOWN is not to be charged extra for these normal services.

4. The SHERIFF OF PINELLAS COUNTY hereby agrees to provide all necessary and appropriate law enforcement services in and for the TOWN OF REDINGTON BEACH by providing one (1) deputy with patrol automobile for twenty-four (24) consecutive hours each day to serve as law enforcement officer to be shared by the TOWN and NORTH REDINGTON BEACH. Said deputy shall be provided to the TOWNS on the basis of one (1) deputy per shift, twenty-four (24) hours per day, seven (7) days per week. It is the obligation of the SHERIFF to ensure that a deputy is present within the Town limits of the TOWNS of NORTH REDINGTON ~~— BEACH—~~ or REDINGTON BEACH at all times except under emergency circumstances when backup assistance may be required from other Sheriff's deputies or municipal law enforcement officers.

The SHERIFF agrees to have a 4-wheel drive vehicle available to the assigned deputies to ensure routine patrolling of the TOWN's beach area. The SHERIFF agrees to make every effort to ensure deputies assigned to the TOWN are radar certified; however, due to the SHERIFF's method of assignment of personnel, if a deputy not radar certified is assigned, efforts will be made to facilitate the deputy's certification as a radar operator. The SHERIFF shall make all services of the Sheriff's Office available to the TOWN including, but not limited to, Marine Patrol, K-9 services, helicopter patrol, and crime watch assistance.

5. In addition to the services described above in Paragraph 4, the SHERIFF will also provide one (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on an as needed basis, estimated at ten (10) hours per week, with fewer or additional hours weekly as

needed. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the Mayor. The community policing deputy will investigate and take enforcement actions for violations of the TOWN'S Code of Ordinances, will track and prepare statistical reports for the TOWN concerning the numbers and types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will in conjunction with the TOWN'S attorney, prepare and present code violation cases before the TOWN'S Magistrate as necessary, and in conjunction with the TOWN'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks.

The TOWN agrees it will provide at its expense the necessary code enforcement factual information necessary to perform code enforcement duties – including but not limited to whether a property has grandfathered status, whether there are court orders or settlement agreements which would impact enforcement action. And whether there are any adopted ordinances that are not codified. The TOWN agrees it will provide, the assistance of the TOWN'S administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

6. POWER OF TOWN TO DIRECT SERVICES. The SHERIFF shall confer with the Mayor and the Town Commission and/or Town Clerk regarding law enforcement problems within the TOWN and shall accept from the Town Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service should be delivered to counteract law enforcement problems within the TOWN. The SHERIFF shall comply with the request of the TOWN regarding such matters unless such

decision will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the TOWN or the County. In the event that such concern arises, the SHERIFF will meet and confer with the Mayor and the designated Town Commissioner, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

7. NO PLEDGE OF AD VALOREM TAXES. The Parties agree that this Agreement does not constitute a general indebtedness of the TOWN within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF shall not have the right to require or compel the exercise of ad valorem taxing power of the TOWN or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the TOWN, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the TOWN.

8. AUTHORITY TO ACT. Pursuant to Florida Statutes §162.04(2) and §162.21(1), by entering this Agreement, the TOWN acknowledges that all Deputies assigned to provide code enforcement services to the TOWN are the authorized agent of the TOWN with a duty to enforce codes and ordinances enacted by the TOWN and to assure code compliance in the TOWN.

9. INDEMNIFICATION OF TOWN. The SHERIFF will defend and pay any cost of litigation including attorney's fees or judgment against the TOWN, its agents or employees, arising out of the acts or omissions of deputy sheriffs, his law enforcement personnel, or other members of the

Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statutes 768.28 as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the TOWN pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

10. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

11. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to provide law enforcement services by contract is an exercise of the legislative planning function of the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the members of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.

12. PROVISION OF SERVICES. The SHERIFF shall provide each deputy who provides service under this Agreement with a patrol automobile and all other necessary or appropriate equipment, and deputies providing services under this Agreement shall operate out

of the Sheriffs Administration Building or North District Station, except as otherwise provided in Paragraph 5 above. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining, and repairing equipment provided by the SHERIFF used under this Agreement shall be borne by the SHERIFF.

13. PERSONNEL. The SHERIFF shall be responsible for the appointing, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and condition of this Agreement. Should the TOWN or its designee believe that any deputy assigned to the TOWN pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the TOWN or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.

14. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable with the TOWN and the ordinances of the TOWN. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the TOWN will have a general familiarity with the code of ordinances of the TOWN. The TOWN will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

15. FINES AND FORFEITURES. All fines and forfeitures rendered in any Court as a result of charges made by the SHERIFF shall be distributed as provided by general law and the rules of the Court.

16. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the TOWN. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and all other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the TOWN each month. Upon request by the TOWN, the SHERIFF agrees to provide additional statistical reports which are normally available from the SHERIFF's records.

17. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. SHERIFF OF PINELLAS COUNTY
Bob Gualtieri, Sheriff
P.O. Drawer 2500
Largo, FL 33779-2500
- B. Town of Redington Beach
Attention: Mayor
105 - 164 Avenue
Redington Beach, FL 33708

18. TERM. This Agreement shall take effect on October 1, 202³², and continue in effect thereafter through September 30, 202⁴³, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice given not less than one hundred and eighty (180) days prior to the requested termination date. Said notice will be deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 202⁴³, in the event a replacement contract has not yet been completely executed. The TOWN shall continue to

pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 202~~4~~³, to the approval and execution of the replacement contract, and shall be paid by the TOWN to the SHERIFF immediately for the services already provided.

19. CONTRACT COSTS. With ~~the exception of the service provided by the~~ Community Policing Deputy/Code Enforcement, the TOWN shall pay to the SHERIFF as payment in full for all of the services herein agreed to be performed by SHERIFF, the sum of THREE HUNDRED FOURTEEN THOUSAND ONE HUNDRED TWELVE DOLLARS AND NO-CENTS (\$314,112.00). ~~TWO HUNDRED NINETY ONE THOUSAND TWO HUNDRED FORTY DOLLARS AND NO CENTS (\$291,240.00).~~ Payment shall be made in twelve monthly installments ~~of TWENTY-SIX THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND NO CENTS (\$26,176.00).~~ ~~TWENTY-FOUR THOUSAND TWO HUNDRED SEVENTY DOLLARS AND NO CENTS (\$24,270.00).~~ Payment shall be made on the first day of each month beginning on the 1st day of October 202~~3~~².

The SHERIFF shall invoice the TOWN monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of FIFTY-FIVE DOLLARS AND SIXTY-SIX CENTS (\$55.66) ~~FIFTY-ONE DOLLARS AND EIGHTY CENTS (\$51.80)~~ per hour, which shall be due upon receipt.

The annual sum referenced above ~~and the monthly amount for code enforcement~~ services represent one hundred percent (100%) of the total cost of the contract with the TOWN OF REDINGTON BEACH. (See Attachment 1.)

20. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon

any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

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

22. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the TOWN, which consent must have been agreed to by the TOWN at a public meeting and which consent may be withheld within the sole discretion of the TOWN.

23. LIAISON. A close liaison shall be maintained between the TOWN and the SHERIFF. The SHERIFF agrees to make available to the TOWN a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the TOWN and the SHERIFF. The designated Commissioner, the Mayor and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF, or his designee, shall upon request of the Town Commission, be present at Town Commission meetings for discussion of the provision of law enforcement services within the TOWN, for budget preparation purpose, or for any other purpose as the Town Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the Town Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor.

24. SUBSTATION LOCATION. The TOWN will provide to the SHERIFF an office space, the location and size of which is to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the TOWN to have office space available for their needs for the purpose of meeting with citizens or other law and code enforcement purposes.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____ 202~~32~~³.

ATTEST:

TOWN OF REDINGTON BEACH

TOWN CLERK

MAYOR

APPROVED AS TO FORM:

(TOWN SEAL)

TOWN ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff

Agenda Item 9C.

**Safebuilt Contract Renewal
FY 24**

**AMENDMENT ONE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF REDINGTON BEACH, FLORIDA
AND M.T. CAUSLEY, LLC**

Amendment to the Professional Services Agreement effective March 5, 2020, between the Town of Redington Beach, Florida, a Florida municipal corporation (Municipality) and M.T. Causley, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

WHEREAS, Municipality and Consultant entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery for the period of March 5, 2020 through March 4, 2023; and

WHEREAS, the Agreement provides two (2) additional three (3) year renewal terms; and

WHEREAS, the Parties hereto now desire to extend the Agreement for the first (1st) of the two (2) available three (3) year renewal terms.

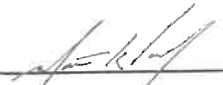
NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Municipality and Consultant agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. The Agreement is hereby renewed for a three (3) year period retroactively beginning March 5, 2023 through March 4, 2026.
3. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

TOWN OF REDINGTON BEACH

By: 
Name: Matthew K. Causley
Title: President
Date: March 20, 2023

By: _____
Name: _____
Title: _____
Date: _____

2020 Safebuilt Contract

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF REDINGTON BEACH
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between the Town of Redington Beach, ("Municipality") and M.T. Causley, LLC, a whole subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be for three (3) years with two (2) additional three (3) year renewal terms.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Municipality's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Consultant is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

Consultant and Municipality agree that Consultant will be free to contract for similar service to be performed for other employers while under contract with Municipality. Consultant is not an agent or employee of Municipality and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Municipality provides for its employees. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharge or any other condition of employment. Consultant employees are not subject to the direction and control of Municipality. Any provision in this Agreement that may appear to give Municipality the right to direct Consultant as to the details of doing the

work or to exercise a measure of control over the work means that Consultant will follow the direction of the Municipality as to end results of the work only.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE LESSOR OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT, OR THE AVAILABLE LIMITS OF INSURANCE UNDER THE POLICIES OF INSURANCE SPECIFIED IN THIS AGREEMENT.

INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and

become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

17. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

18. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

19. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

20. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services

to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

22. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Missy Clark, Town Clerk Town of Redington Beach 105 164 th Avenue Redington Beach, FL 33708	Tom Walsh, Regional Operations Manager M.T. Causley, LLC 18001 Gulf Blvd Redington Shores, FL 33708 Mike Causley M.T. Causley, LLC 866 Ponce de Leon Blvd, 2nd Floor Coral Gables, FL 33134

23. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

24. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

25. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

26. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to the Town of Redington Beach's Code of Ethics and investigation and/or audit by Inspector General. Accordingly, there are

prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

28. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Clerk Office: Missy Clarke, CMC Address: 105 164th Avenue East Redington Beach, FL 33708	Phone: 727.391.3875 Email: townclerk@townofredingtonbeach.com
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29. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Florida and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

The undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.


Michael T. Causley

M.T. Causley, LLC -- A SAFEbuilt Company

February 20, 2020

Date

Signature

Date

Name and Title

Town of Redington Beach

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Manage and help administer the department and report to Municipality's designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees based on County fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field

- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

Floodplain Management Services

- ✓ Facilitate and assist with the floodplain oversight program as established by Municipality
- ✓ Assist Municipality with Municipal CRS audit and provide assistance on improving Municipal CRS rating
- ✓ Assist in the preparation of annual re-certification statements for continuing program compliance
- ✓ Review elevation certificates for new construction projects
- ✓ Assist the Municipality on all required flood plain documentation and elevation certificates before issuance of certificate of occupancy
- ✓ Assess current practices to help ensure Municipality is credited with eligible CRS program elements and maintain or improve current classification rating
- ✓ Provide assistance with the establishment of a Program for Public Information (PPI) to increase public awareness and earn higher CRS program ratings to reduce flood insurance premiums

2. TIME OF PERFORMANCE

- ✓ Services will be performed during normal business hours excluding Municipal holidays.
- ✓ Building Official will be on-site at the Municipal offices Monday and Friday or as mutually agreed upon
- ✓ Permit Technician will be available five (5) days a week; Monday – Friday for eight (8) hours a day
- ✓ Inspectors will be dispatched on an as-needed basis
- ✓ Consultants representative(s) will be on-site weekly based on activity levels
- ✓ Consultants representative(s) will be available by cell phone and email
- ✓ Consultants representative(s) will meet with the public by appointment
- ✓ Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
TWO HOUR INSPECTION WINDOW	Provide a two-hour window of time that the permit holder can expect to have their inspection performed – Upon request only		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to County Fee Schedule
- ✓ Municipality will periodically review its County Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Department Services	100% of County Permit Fee as established by ordinance or resolution
Zoning Reviews – Small Exterior Projects – New Construction/Addition	\$35.00/application \$160.00/application
After Hours/Emergency Services	\$100.00 per hour – two (2) hour minimum
Natural Disaster Services – Plan Review – Inspections – Additional plans examiners and inspectors from other areas relocated to perform plan review and inspection services	– \$100.00 per hour – two (2) hour minimum – \$100.00 per hour – two (2) hour minimum – \$100.00 per hour – two (2) hour minimum plus expenses, i.e. lodging, meals, etc.
CRS – More than 20 hours per year and permit fees are less than \$210,000.00 – Permit fees equal to or more than \$210,000.00	– \$100 hour– two (2) hour minimum – No charge

Additional Services requested by the Municipality may be provided based on the hourly rates detailed on the following page.

ENGINEERING				LANDSCAPE ARCHITECT	
Associate, Engineering (VI)	190.00			Associate, Landscape Architect	165.00
Director, Engineering (V)	175.00			Senior Landscape Architect	135.00
Project Manager (IV)	150.00			Environmental Administrator	125.00
Project Engineer (III)	130.00			Landscape Architect	120.00
Engineer (II)	110.00			Environmental Specialist	105.00
Jr. Engineer (I)	100.00			Landscape CADD Technician	95.00
Senior CADD Tech Manager	115.00			Environmental Assistant	90.00
CADD Technician	95.00			Landscape Inspector/Arborist	105.00
Permit Administrator	90.00			Landscape Designer	120.00
DATA TECH DEVELOPMENT				Landscape Site Plan Reviewer	135.00
Associate, Data Tech Dev.	165.00				
GIS Coordinator	145.00			INDOOR AIR QUALITY SERVICES	
GIS Specialist	125.00			Sr. Environmental Scientist	125.00
Multi-Media 3D Developer	115.00			Environmental Scientist	100.00
GIS Technician	100.00			CONSTRUCTION	
Sr. Applications Developer	165.00			Associate, Construction	165.00
Applications Developer	135.00			Construction Management Director	135.00
Network Administrator	155.00			Construction Manager	125.00
System Support Specialist	115.00			Senior Inspector	100.00
IT Support Specialist	85.00			Inspector	90.00
				Construction Coordinator	90.00
GOVERNMENTAL SERVICES					
Associate, VP	190.00			EMERGENCY MANAGEMENT	
Director of Code Enforcement	145.00			Director	145.00
Director of Building Code	145.00			Planner	105.00
Project Manager	145.00			Assistant Planner	90.00
Grants Administrator	125.00				
Code Enforcement Field Supervisor	110.00			PLANNING	
Code Enforcement Field Inspector	90.00			Associate, Planning	175.00
Building Official	115.00			Director of Planning	150.00
Building Plans Reviewer	90.00			Planning Administrator	150.00
Building Inspector	90.00			Planning Manager	145.00
Permit Processor	75.00			Senior Planner	125.00
				Planner	105.00
SURVEYING				Assistant Planner	90.00
Associate, Surveying	165.00				
Senior Registered Surveyor	145.00			EXPERT WITNESS	
Survey Crew	135.00			Principal/Associate	330.00
Registered Surveyor	130.00			Registered Engineer/Surveyor	280.00
Survey Coordinator	105.00			Project Engineer	230.00
CADD Technician	95.00				
3D Laser Scanner	355.00				
Hydrographic Survey Crew	330.00				
G.P.S. Survey Crew	155.00				
Sub-meter G.P.S	75.00				
Soft Dig (per hole)	480.00				
Utility Locates (per hour)	205.00				

Agenda item 9D.
Pinellas Public Library Cooperative
Interlocal Agreement
Renewal

The 2018 PPLC Interlocal Agreement is up for renewal this year.

It is a 10-year agreement, renewable after 5 years.

2023 is the 5-year mark.

See page 2, Section I, Subsection C of the 2018 Interlocal Agreement for the renewal language.

FIRST AMENDMENT TO LIBRARY INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT is entered into between the undersigned Governmental Units as set forth on the signature pages attached hereto (collectively, "Parties"), for the participation in a cooperative library service for Pinellas County (the "Cooperative").

WHEREAS, the Parties entered into the Library Interlocal Agreement effective October 1, 2018, and extending through September 30, 2023 (the "Agreement"); and

WHEREAS, the Parties wish to extend the Agreement for an additional five (5) years, as authorized by Section I (C) of the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

1. The Agreement is extended for an additional five (5) years, for the period from October 1, 2023 to September 30, 2028.
2. This Amendment may be signed in counterparts and will be effective as of September 30, 2023 ("Effective Date").
3. All other provisions of the Agreement not amended in this First Amendment shall remain in full force and effect.
4. This First Amendment shall be filed by the County with the Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

-----SIGNATURE PAGES TO FOLLOW-----



TOWN OF REDINGTON BEACH

By: _____ (signature)

David Will, Mayor

Date: _____

ATTEST:

By: _____ (signature)

Adriana Nieves, CMC, Town Clerk

Date: _____

APPROVED AS TO CONTENT AND FORM:

By: _____ (signature)

Robert Eschenfelder, Town Attorney

Date: _____

**2018 PPLC
Interlocal Agreement**

Library Interlocal Agreement

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the undersigned Governmental Units as set forth on the signature pages attached hereto ("Parties"), for the participation in a cooperative library service for Pinellas County (the "Cooperative").

RECITALS:

WHEREAS, Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10th day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10th day of September 2001, which expired on September 30, 2013; and which was superseded by an Interlocal Agreement entered into on the 1st day of October, 2013, which expired on September 30, 2018; and which was superseded by an Interlocal Agreement entered into on the 1st day of October 2018, which expires on September 30, 2023; and

WHEREAS, it is in the public interest to provide a free public library service for the use of the permanent residents of Pinellas County ("County"); and

WHEREAS, this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, any public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed; and

WHEREAS, Sections 257.12 through 257.25, Florida Statutes ("Free Library Service" verified 2017), provide state funds to assist in the furnishing of library services.

NOW THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

I. PURPOSE; EXECUTION; EFFECTIVE DATE; TERM OF AGREEMENT

A. Purpose:

The purpose and intent of this Agreement is to continue to operate the Cooperative to extend library services to the unincorporated areas of the County and to municipalities that do not have such services as of the effective date of this Agreement, and to improve library services to residents of municipalities and Municipal Services Taxing Units with Libraries as of the date of this Agreement.

The primary functions of the Cooperative are as follows:

1. To receive and disburse funds from federal, state, and local sources.
2. To maintain a shared library automation system serving Member Libraries.
3. To maintain a shared materials delivery system serving Member Libraries.
4. Where agreed by individual Member Libraries for the most efficient use of fiscal resources, to assist Member Libraries in the collective purchase of library resources and services.

B. Execution; Effective Date

This Interlocal Agreement may be signed in counterparts by the Parties hereto. This Agreement shall become effective on October 1, 2018.

C. Term of Agreement:

This Agreement will be in force for a period of five (5) years, ending September 30, 2023. The Agreement may be renewed for an additional period of five (5) years to September 30, 2028 with the mutual consent of the Parties.

II. DEFINITIONS:

A. Articles of Incorporation:

"Articles of Incorporation" as used in this Agreement refer to the Articles of Incorporation of the Pinellas Public Library Cooperative, Inc., (PPLC) approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative and executed and filed with the Secretary of State pursuant to Chapter 617, Florida Statutes (1987), as may be amended.

B. Board:

"Board" as used in this Agreement refers to the Board of Directors of the Pinellas Public Library Cooperative, Inc.

C. Board of County Commissioners:

"Board of County Commissioners" as used in this Agreement refers to the Pinellas County Board of County Commissioners and may be delineated as "BCC".

D. By-Laws:

"By-Laws" as used in this Agreement refer to the By-Laws of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative, as may be amended by the Board as needed.

E. Cooperative:

"Cooperative" as used in this Agreement refers to the Pinellas Public Library Cooperative, Inc. and may be delineated as "PPLC".

F. County:

"County" as used in this Agreement refers to Pinellas County, a political subdivision of the State of Florida. The County as used in this Agreement is a Party to this Agreement but is not a Member of the Cooperative.

G. Disbursement Formula:

"Disbursement Formula" as used in this Agreement refers to the formula according to which disbursements to Members with Libraries shall be made pursuant to this Agreement. The Disbursement Formula is attached hereto and incorporated herein as Exhibit "B".

H. Governmental Unit:

"Governmental Unit" as used in this Agreement refers to municipalities; Municipal Services Taxing Units (MSTU) with Libraries; a municipal consortium offering library services; and the County. Governmental Units which are parties to this Agreement are included within the definition of Governmental Unit and may also be delineated as "Members" of the Cooperative.

I. Library:

"Library" as used in this Agreement refers to the public Libraries and Library systems operated by Members. To qualify as a "Library" for purposes of this Agreement, the Library must be approved by the Board, which shall determine if the Library meets the basic standards set forth in the Policy on Admission, a copy of which is attached hereto and incorporated herein as Exhibit "A."

J. Library MSTU

"Library MSTU" shall mean the Pinellas County Library Services District municipal services taxing unit as established by Ordinance 1989-5, and codified at Pinellas County Code Section 78-2; and excludes any individual MSTU for library services subsequently established.

K. Local Support:

"Local Support" as used in this Agreement refers to the dollar amount of funds expended for allowable costs by each Member with a Library during the fiscal year for library operations. Funds received from the County for the support of a Library that exists wholly in the unincorporated area of Pinellas County (Library MSTU), excluding all monies received by such

Libraries from the Cooperative, shall be considered as additional local support for the Member Library for purposes of the application of the disbursement formula. Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and "Books, Publications, Subscriptions, and Memberships" (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support.

L. Member:

"Member" as used in this Agreement refers to a Governmental Unit which is a Party to this Agreement and which forms part of the Cooperative either as a Member with a Library or as a Member without a Library.

M. MSTU:

"Municipal Services Taxing Unit" as used in this agreement refers to unincorporated Pinellas County. The Pinellas County Board of County Commissioners serves as the local government for the MSTU. A portion of the County budget (MSTU) is paid by residents of the unincorporated area and is devoted to providing municipal services, such as public library services.

N. Reciprocal Borrower:

"Reciprocal Borrower" is a cardholder from cooperating Libraries which have reciprocal borrowing agreements with PPLC.

O. Year:

"Year" as used in this Agreement, unless otherwise indicated, means the fiscal year from October 1 to September 30. The fiscal year of the Cooperative shall run from October 1 to September 30.

III. GOVERNING STRUCTURE OF THE COOPERATIVE:

A. Corporate Structure:

The Cooperative is a private non-profit organization incorporated under the Florida Not- For-Profit Corporation Act, Chapter 617, Florida Statutes (2000). Additional Members may be admitted in the manner specified in the Articles of Incorporation or the By-laws.

B. Board of Directors:

1. Membership. Each Board member represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons. Each Board member can envision the future of countywide library services. The Board of Directors shall consist of nine (9) voting members who shall be selected and appointed in

accordance with the provisions of the Articles of Incorporation and the By-laws, as amended, as follows:

- a. Four members of the Board of Directors shall be the City Administrator of the City of St. Petersburg and the City Managers of Clearwater, Largo and Pinellas Park, or their senior management designees.
- b. Three members of the Board of Directors shall be county senior management employees, representing Pinellas County, who shall be appointed by the BCC upon the recommendation of the Pinellas County Administrator.
- c. Two members of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve a term of three (3) years. Criteria for such appointment shall be as follows:

- 1) The candidate has previous experience serving on a board or similar body and the capacity to evaluate a full range of perspectives, from library service providers to library users.
- 2) The candidate represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons.
- 3) The candidate can envision the future of countywide library services.
- 4) The candidate may not be an employee or member of the governing body of a PPLC Member Library.

2. Terms. The Articles of Incorporation shall specify the term of office for Directors in conformance with Section III.B.1 above.
3. Officers. The Officers of the Cooperative shall be: Chair of the Board of Directors, Vice-Chair of the Board of Directors, and Secretary/Treasurer. The terms of office, election and duties of Officers shall be as specified in the By-laws.
4. Compensation. Directors and Officers shall not be paid a salary or wages but may be reimbursed for travel and per diem expenses on behalf of the Cooperative as approved by the Board, based on the PPLC Policies and Procedures Manual and in accordance with Section 112.061, Florida Statutes ("Per diem and travel expenses" verified 2017).

5. Meetings. The Board of Directors shall meet at least six (6) times each year. Meetings shall be conducted pursuant to the Sunshine Law, Chapter 286, Florida Statutes. The Chairperson or a simple majority of the Board may call emergency meetings. Such meetings shall require at least 24 hours' notice.
6. Duties. The duties of the Board of Directors shall include, but not be limited to:
 - a. Managing the affairs of the Cooperative;
 - b. Amending the Articles of Incorporation and the By-laws;
 - c. Establishing administrative policy for the operation of the Cooperative;
 - d. Receiving and disbursing funds from local, state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from Members without Libraries participating in the Cooperative;
 - e. Investing the Cooperative funds;
 - f. Employing and directing an Executive Director;
 - g. Conducting open and public meetings, the time and place to be decided by the Board of Directors;
 - h. Establishing the operating budget for the Cooperative, which is subject to the review upon request of the BCC, and overseeing its execution, including approving expenditures for administration;
 - i. Advising the Parties and Members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
 - j. Submission of funding requirements in accordance with the provisions of Section V.C.
 - k. Developing, in collaboration with the Executive Director and Library directors of Members, the Long-Range Plan for the Cooperative to improve library services to residents of municipalities, library taxing districts, and unincorporated areas.
 - l. Review and approve the Annual Plan of Service.

C. Executive Director:

1. Duties. The duties of the Executive Director shall include, but not be limited to:

- a. Facilitating joint planning for coordination of library services among Members with Libraries and other Libraries within the County that participate in reciprocal borrowing and joint planning as recipients of State Aid to Libraries.
 - b. Maintaining information for and submitting applications on behalf of the Cooperative for available local, State, and Federal library funds with Board approval, and filing reports with the Division of Library and Information Services pursuant to Section 257.16, Florida Statutes (2000), as may be amended;
 - c. Preparing, in coordination with the library directors of Members, the annual operating and capital budgets of the Cooperative, and presenting the annual operating budget of the Cooperative to the Board and Members.
 - d. Developing, in collaboration with the library directors of Members, the Annual Plan of Service that shall include goals, objectives and activities, and the budget that will support library services for the year. This plan must clearly demonstrate that resources will be allocated in a way that serves the goal of access to library services throughout the area.
2. Qualifications. The Executive Director must have an American Library Association accredited Master's degree in Library Science (MLS), and a minimum of five (5) years library administration experience, with experience in library cooperative administration preferred.

D. Advisory Council:

A Library Directors Advisory Council (LDAC) made up of all library directors of Members, or their designees, will collaborate with the Executive Director in coordination, planning and other matters as appropriate. The Officers of the LDAC shall be: Chair, Vice-Chair, and Secretary. The terms of office, election, and duties of Officers shall be as specified in the LDAC By-laws. The By-laws of the LDAC shall provide that the office of Chair will be rotated yearly among the members of the Advisory Council and that the Chair will participate in the meetings of the Cooperative Board of Directors and represent the LDAC.

The duties of the LDAC shall be as follows:

1. Conduct open and public meetings, the time and place to be decided by LDAC.
2. Collaborate with the Executive Director on the establishment and revision of the PPLC Public Service Policies for Member Libraries.

3. Review and provide recommendations in the preparation of the annual budget.
4. Advise the Board on Board meeting agenda items as needed.

E. Long-Range and Annual Plans of Service:

Each year an Annual Plan of Service and Budget shall be adopted by the Board of Directors. The Long-Range Plan must be updated every five years. The Plans will meet the requirements for participation in the State Aid to Libraries Program. The Executive Director will disseminate the Plans.

F. Reports:

The Executive Director will provide annual reports on the progress toward meeting the objectives of the Long-Range Plan and the Annual Plan of service. The reports will include audited statements of operating expenditures, capital expenditures, and reserve accounts. Annual reports will be presented to the Board, the Members, and the Division of Library and Information Services.

IV. PARTICIPATION:

A. General:

Participation will be voluntary and open to any Governmental Unit. People residing in participating areas will be eligible to use the services of Member Libraries of the Cooperative without charge. People residing in Governmental Units or areas not electing to participate will be excluded from the use of the Cooperative's services unless individual people join Member Libraries by paying an annual fee; such fee may be adjusted by a majority of Parties to this Agreement. People who join by paying the annual fee to a Member Library will then be counted as residents of that Member Library's governmental unit. Members may withdraw pursuant to the provisions of Section VI.

B. Members With Libraries:

1. Admission. Governmental units applying for the first time for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board which shall determine if the Library meets the statutory requirements and operational standards established in Exhibit "A": Policy on Admission.
2. Membership. Members with Libraries will adhere to the operational standards established in Exhibit "A": Policy on Admission, and comply with participation requirements as detailed in this section.
3. Noncompliance and Enforcement. Any Member with a Library that fails to

maintain the requirements established in the Policy on Admission or the Participation requirements, may be provided a Notice of Deficiency as follows:

- a. Subject to Board authorization, any Member with a Library that is found to be non-compliant may be issued a Notice of Deficiency effective upon the date of such Notice. A Member with a Library that has received a Notice of Deficiency will be granted a period not to exceed 12 months (as determined by the Board based on the nature of the deficiency) from the date of the Notice to achieve compliance with the requirements of Membership and to provide documentation of such compliance to the Board. Upon determination that the Member successfully demonstrated compliance with the requirements, the Board shall authorize a written Notice of Compliance to be provided to the Member.
 - b. A Member with a Library that has received a Notice of Deficiency and has failed to successfully demonstrate compliance within the prescribed time period will be considered to have withdrawn from the Cooperative. Such Member will comply with the requirements for withdrawal indicated in Section VI. B. of this Agreement.
4. Autonomy. Each Member with a Library shall continue to decide the level of library service for its community and shall prepare its own budget. Each Library shall remain autonomous and retain control of its operations and functions, i.e.:
 - a. Trust funds, individual gifts or donations made to a Library shall remain the property of that Library.
 - b. All Library staff shall remain employees of the various Members with no loss in benefits.
 - c. Each Library shall remain the property of the Member in which it is located, and all maintenance and repairs shall be affected through operating budgets from allocated local appropriations.
 - d. Members with Libraries will continue to fund their local Libraries and are not required to make any payment to the Cooperative for participation in the Cooperative.
5. Audits. Each Member with a Library shall provide to the Cooperative by March 31 of each year an audited statement of its Library operating costs for its last completed fiscal year. The audits are to be reviewed by the Cooperative

to determine the dollars expended locally for library operations. Allowable costs for each Library shall consist of all personnel and direct operating costs, and non-fixed capital as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, are not allowable.

6. Materials and Services.

- a. Members with Libraries agree to allow all circulating materials (non-electronic formats) of existing Libraries to be freely available to cardholding residents of all participants in the Cooperative.
- b. Members with Libraries agree to allow all circulating materials (electronic formats) to be freely available to all cardholders of that specific Library regardless of cardholder's address.
- c. Reciprocal Borrowers may borrow circulating materials in non-electronic formats only.
- d. Within policies established by the Cooperative all reference and public programming services are equally available to the public.

7. Staff Development. All Members with Libraries will agree to have their Libraries closed on Columbus Day (or alternately designated day) each year, unless otherwise prohibited, for participation in an annual county-wide staff development day. Staff development day planning will be coordinated by PPLC staff in collaboration with Member Library directors and staff.

C. Members Without Libraries:

1. Basis for Funding:

The County, on behalf of the Library MSTU, and subject to the provisions and limitations in Section V.A. and any other Member without a Library, shall provide annual financial support to the Cooperative which, when calculated on a per capita (of population of such Member) basis for any year, shall be equivalent to the average per capita funding, excluding all monies received from the Cooperative, provided during the most recent preceding year by the Members having Libraries subject to the provision of, and limitations in, Section V.A., the funding shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the Members from the prior year shall be divided by the total population of the Members to obtain the aggregate average per capita cost. For purposes of this subsection C, "funding" means the amount of Library expenditures

for any year as described in Section V.A. by a Member having a Library, and "population" means the number of residents residing in the Member governmental unit determined in accordance with Section V.B. Payments shall be made by the County and each Member without a Library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

2. Underfunding:

If financial support paid to the Cooperative by a Member without a Library is less than the amount due under Section V, written notice shall be provided by PPLC, to such unit of the deficiency and all funds due under Section V shall be immediately due and payable as specified in Section VI.C. Such unit shall be deemed to have withdrawn from the Cooperative notwithstanding the provisions of Section VI.A or VI.C effective thirty (30) days following the receipt of written notice of deficiency unless payment of such deficiency is made within that thirty (30) day period.

V. FUNDING MECHANISM:

A. Fiscal Funding:

The County will provide an amount of annual financial support equal to the financial support provided by all Members with Libraries, calculated on a per capita basis for the previous year, excluding all monies received from the Cooperative, provided that the amount shall not exceed the ad valorem revenue, excluding statutory payments to the Tax Collector and Property Appraiser, generated by the millage rate levied by the County in support of Cooperative Library services. At no time shall the millage rate levied by the County in support of Cooperative Library services exceed 0.5 mill. The County shall submit the funds to the Cooperative in quarterly payments. The County shall notify the Cooperative of any changes to the population figures subject to the amount of annual per capita financial support for the new fiscal period prior to May 30 of each year.

The obligations of the County as to any funding required pursuant to this Agreement are subject to annual approval of the Library MSTU millage by the County. If funds are not appropriated by the County through the Library MSTU for any or all the obligations in this Agreement, the County shall not be obligated to pay for the services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Cooperative in writing of such failure of appropriation, and upon such notice, the provisions of Section IV shall govern.

B. Determination and Notification of Per Capita Amounts for Members Without Libraries:

The Cooperative shall advise each Member without a Library by June 1 of each year, of such unit's funding requirement for the next fiscal year, together with the calculations by which such funding requirement was determined and the backup information for such calculation, consisting of (i) average per capita locally funded library expenditures of Members with Libraries for the last completed year and (ii) appropriate population statistics. The expenditures shall be based on audited financial statements for such last completed year in accordance with budget line items identified in Section IV.B.5. The population statistics used to calculate such per capita expenditures shall be for such year and shall be from one of the following sources: the Bureau of Economics and Business Research of the University of Florida, the Pinellas County Planning Department, or the U.S. Census Bureau.

C. Fiduciary Responsibility for Funds:

1. All funds of the Cooperative shall be maintained in an interest-bearing public depository as set forth in Florida Statutes, Chapter 280 ("Security for Public Deposits," verified 2017), as may be amended;
2. Complete and accurate records shall be kept of the receipts and disbursement of all funds of the Cooperative, subject to the PPLC adopted Record Retention and Document Destruction Policy, which will comply with Florida Department of State General Schedule for State and Local Government Agencies GS1-SL, Internal Revenue Code 501(c)(3), and all other applicable federal, state, and local law;
3. An annual audit of the Cooperative by an independent certified public accountant, to be paid for from the operating funds of the Cooperative, shall be made and filed annually with the Department of State;
4. The Cooperative shall abide by the terms and provisions of the laws of the State of Florida and the provisions of this Agreement and any other applicable Federal, State, or local laws, rules and regulations including the County's Investment Policy.

D. Disbursement:

The Board of Directors shall disburse funds received by the Cooperative according to the formula below:

1. The Board of Directors shall annually establish the budgeted administrative costs of the Cooperative, including salary, office supplies, and any rents or other costs related to the administrative operations of the Cooperative.

2. The remaining funds shall be distributed to Members with Libraries in accordance with the disbursement formula, which is attached hereto and incorporated herein as Exhibit "B." This distribution is to be based on submittal of annual library operating costs with descriptive codes in accordance with the State of Florida Uniform Chart of Accounts. All funds collected from sources other than Members shall be allocated as determined by the Board. In no instance shall the total allocation to a Member Library exceed the amount of the Local Support. Funds received by the Cooperative shall be disbursed within a reasonable time after receipt. Payments to Member Libraries shall be made in quarterly disbursements. The Libraries shall use those funds for materials and operations of their Libraries. The disbursement formula may only be amended by the Board, with the approval of a simple majority of the Members with Libraries and the approval of the BCC.
3. State Aid funds and program grants received from the state shall be used in accordance with the provisions of applicable state law, Florida Statutes 257 ("Public Libraries and State Archives" verified 2017) and Florida Administrative Code 1B-2 ("Library Grant Programs" verified 2017).

VI. WITHDRAWAL:

A. All Participants:

1. Any Member wishing to withdraw shall submit written notice thereof to the Cooperative no later than six (6) months prior to the beginning of any fiscal year of the Cooperative.
2. Withdrawal of Members without Libraries may occur in the manner specified in Section IV.C.2.

B. Members with Libraries:

A Member with a Library that submits a withdrawal notice to the Cooperative shall:

1. At the request of the Cooperative's Board, promptly furnish usage statistics and an audit of library operating costs for such Library's last fiscal year completed prior to the date the withdrawal is effective to ensure maintenance of proper accounting for the Cooperative; and
2. Return to the Cooperative within sixty (60) days after withdrawal, any special equipment or collections purchased for such Member with funds from the Cooperative capital improvements fund within the previous five years. In lieu of returning the equipment or collection so purchased, the amortized balance

thereof based on an amortization period of five years from date of purchase may be repaid to the Cooperative during the year following withdrawal; and

3. Repay to the Cooperative within sixty (60) days after withdrawal any then remaining unexpended and uncommitted funds received from the Cooperative;

C. Members Without a Library:

A Member without a Library that submits or receives a withdrawal notice shall pay all sums due for library services provided prior to the date of withdrawal pursuant to Sections IV and V prior to withdrawal.

VII. TERMINATION OF AGREEMENT:

In the event that Members representing more than fifty percent (50 %) of the total population of all Members withdraw under Section VI or are deemed to have withdrawn under Section IV.C.2 of this Agreement, the remaining Members shall consider the continuation or termination of the Agreement and may terminate the Agreement by consent of a simple majority of the Members.

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

EXHIBIT "A"
Policy on Admission
Pinellas Public Library Cooperative, Inc.
For a Library Seeking Membership

Libraries applying for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board, which shall determine if the Library meets the basic eligibility requirements outlined below:

1. The Library meets the Essential level of **Core Standards** as defined in the Florida Public Library Standards (FLA, 2006 Revision, updated 2015 "Standards for Customer Focused Library Facilities" verified 2017).
2. The Library meets the Florida Public Library Standards (FLA 2006 Revision, updated 2015, verified 2017) for **Interconnectivity, Lending Services, Services-Resource Sharing and Interlibrary Cooperation**.
3. The governing entity must have an established budget for the maintenance and operation of the Library and must be audited each year.
4. There must be evidence that such funding is available, restricted for the Library and will continue to be available.
5. The Library has a long-range plan, an annual plan of service, and an annual budget [Florida Statutes 257.17(2)(e)] (long range plan statement, verified 2017).
6. The Library engages in joint planning for coordinating of library services within the county or counties that receive operating grants from the state [Florida Statutes 257.17(2)(f)] (joint planning statement, verified 2017).
7. The Library adapts its services to meet the needs of people with disabilities as required by the Americans with Disabilities Act and its attendant regulations.
8. The Library has established hiring practices that are in accordance with Equal Employment regulations.

When the Library and its governing entity determine that these eligibility requirements can be met the attached Procedures for Admission must be followed.

Such requests may be initiated at any time but the funding cycle for the subsequent fiscal year requires a March 31 deadline. See the Procedures for Admission for steps to be taken.

**Procedures for Admission
To the Pinellas Public Library Cooperative, Inc.
As a Member Library**

1. The Library seeking admission to the Cooperative must provide documentation that it can meet the standards spelled out in the Policy on Admission.
2. The Library must submit a letter of request signed by its governing entity (city commission, Board of Directors, etc.) to the Board/Executive Director.
3. The Library must submit with its letter of request documentation that it meets the basic eligibility standards for admission to the Pinellas Public Library Cooperative, Inc. as provided for in the Policy on Admission.
4. Upon receipt of the letter of request and documentation, the Board and Executive Director will review the request and appoint a committee to visit and evaluate the Library.
5. The committee will determine readiness for services by the requesting Library and will report any deficiencies in writing to the Board and to the Library's governing entity.
6. If the Library's governing entity wishes to pursue membership, it will be given a period of time in which to correct deficiencies, if any, and to prepare the Library for final evaluation by the Board.
7. Upon receipt of the final evaluation, the Board will have up to sixty (60) days in which to vote upon admission.
8. Following a positive vote, the Board will present the Library's governing entity with a copy of the Interlocal Agreement, which must be executed and returned, and an agreement form for the basic policies and procedures in effect for Member Libraries, including all public service policies such as patron registration, patron cards, materials circulation rules and others.
9. In order to be included in the subsequent year's funding allocations, the Procedures for Admission must be completed by March 31st in any given year.

EXHIBIT "B"
Disbursement Formula

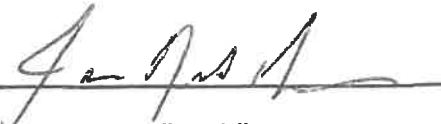
Base Allocations to Members with Libraries shall be 90% of the balance remaining after the adjustments stated in Section V.D.1 and V.D.2 of the Library Interlocal Agreement. Each Library's percentage of the total Local Support extended, as determined through the review of the Certified Annual Financial Reports (CAFR), shall then be determined and translated into dollar amounts. The percentage of the total Local Support extended shall be determined by dividing the sums expended locally by the total Local Support for all Members. As set forth in Section IV.B.5 of the agreement, the Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and books, publications, and library materials (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support. The Members shall receive a percentage of the available funds equal to the percentage of their total support extended as a base allocation subject to a maximum of 16% and a minimum of 4%.

Circulation Allocations to Members with Libraries shall be 10% after the adjustments stated in Section V.D.1. and V.D.2. The dollars available for distribution include the balance remaining after the base allocation. The circulation pool allocation percentage shall be derived by taking non-resident (residents from unincorporated Pinellas County and other Member cities) circulation figures for each Library and dividing it by the total non-resident circulation for all Members.

Total Allocations to Members with Libraries shall not exceed the amount of the Local Support.

TOWN OF REDINGTON BEACH

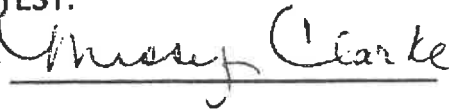
TOWN OF REDINGTON BEACH

By: 

Mayor: James "Nick" Simons

Date: 8-15-18

ATTEST:

By: 

City Clerk: Missy Clarke, CMC

Date: 8-16-18

APPROVED AS TO CONTENT AND FORM:

By: 

City Attorney: Jay Daigneault

Date: 8/15/18



Agenda Item 9E.

**G.A Nichols Quote
For Beach Park improvements**

G.A. NICHOLS COMPANY

2271 BELLEAIR RD
CLEARWATER, FL 33764
FLA LIC # CGCA 17846

(727) 561-0509
Fax (727) 561-0511
Ben@ganichols.com

July 6, 2023
Missy Clarke
Town of Redington Beach
105 164th Ave
391-3875
townclerk@townofredingtonbeach.com

RE: 160th Ave Beach Access Concrete Work

We will do the following work:

- Starting at the parking lot remove the sidewalk sections straight ahead, left, and right
- Form a new sidewalk, parking bench slab, garbage can slab, and a new step
- Pour a 4" 3000PSI concrete replacement slab with a broom finish
- Remove the existing lower landing wall
- On the opposite side of the lower landing, install a 10' x 3.5' block wall
- Haul away construction materials
- Clean up

The cost for this work is.....\$ 12,530.00

Conditions:

No permitting, engineering, or silt fence costs are included

Payment due upon completion

Not responsible for damage to any underground utilities

If scope of work changes due to permitting there will be a change in cost

Sincerely,

Ben Poley
Project Manager

Agenda Item 9F.

Tentative Millage Rate

**Town of Redington Beach
Evaluation of Millage Rate
Fiscal Year 2023 - 2024**

Calculations Based on Gross Taxable Value: \$747,515,216

	2023 - 2024 Millage Rates	Ad Valorem Revenue Generated	Estimated Collection Rate: 97%
Rolled-Back Rate	1.6466	1,230,859	1,181,624
Existing Rate	1.8149	1,356,665	1,315,965
Majority Vote Required	1.8841	1,408,393	1,352,058
2/3 Vote Required	2.0725	1,549,225	1,487,256

Trend Analysis of Taxable Value:

Fiscal Year	Taxable Value	Dollar Amount Change	Percentage Change
2019 - 2020	518,162,586		
2020 - 2021	550,595,144	32,432,558	6.26%
2021 - 2022	588,429,118	37,833,974	6.87%
2022 - 2023	671,370,257	82,941,139	14.10%
2023 - 2024 *	747,515,216	76,144,959	11.34%

* Taxable value per preliminary 2023 tax estimates - 7/1/23

If the rolled back rate is approved, ad valorem revenue will decrease by \$125,806 than if the current rate is approved.

Agenda Item 9G.
Banking Services

Move Town funds from Chase Bank to Valley Bank



06/07/2023

Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708

Dear Tim Kornijtschuk, Vice Mayor:

SUBJECT: Banking Services

Thank you for the opportunity to present our Proposal for Banking Services to the Town of Redington Beach. We look forward to sharing with you the benefits of a strong, valuable relationship with Valley National Bank.

Providing superior value and reliable service

From efficient processes to cost-saving benefits, our proposal is to provide the Town of Redington Beach with a comprehensive suite of banking services, from payroll direct deposit to Valley Rewards Checking accounts for employees. The Town of Redington Beach will also have access to:

- **Valley's** comprehensive cash management system to easily complete tasks like transferring funds between accounts, placing stop payment orders, and reconciling checking accounts.
- **VNB EZ Deposit** – A remote deposit capture system for depositing checks.

A local bank you can count on

Valley Bank has grown one customer and one community at a time. Our clients include counties, municipalities, utility authorities, education boards, and fire districts. Our Government Banking team is available to assist you with your banking needs upon request.

Sincerely,

Gary Mele
Vice President / Government Sales Officer
Government Banking

Enclosures: Executive Summary with account details

A handwritten signature in black ink, appearing to read 'Gary Mele', with a stylized flourish at the end.

917-453-9954
180 Fountain Pkwy. N. Suite 200
St. Petersburg, FL 33716
valley.com

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Town of Redington Beach

Executive Summary

Valley National Bank is pleased to offer the Town of Redington Beach a comprehensive Government Banking Services package. Our goal is to satisfy your financial needs by providing the best products available with an unwavering commitment to personal service.

Taking advantage of all our services

As part of our proposal, the Town of Redington Shores will be able to implement our full line of Cash Management Services:

- **Valley's state-of-the-art online cash management system.**
- **Payroll direct deposit services** – Your employees will enjoy the safety and convenience of direct deposit.
- **Checks, checkbooks, deposit tickets and endorsement stamps.**
- **VNB EZ Deposit** – Giving the Town of Redington Beach tools to easily deposit checks using our scanning devices.

The benefits of Valley's checking accounts

Valley's Government Interest Checking accounts provide the Town of Redington Beach with maximum convenience, flexibility and value. The benefits of our accounts include:

- No balance deductions taken for compensating balances, interest is paid on the ledger balance.
- No balance deductions taken for float (check-clearing). All deposited checks of domestic origin will receive next day availability.

Interest Rate	Fees	Term
The monthly rate will be equal to the current month's Fed Funds Target Rate minus 50 bps. FFTR - .50%, currently 4.75%. The rate index will remain in effect until June 30, 2023.	There will be no service charges assessed against the account. If the Town of Redington Beach ever requires services for the account outside of Valley (such as lockbox, armored car or vault serves), service charges may apply.	The interest rate and fee structure presented will be honored for a minimum period of time of 3 years from the date of account opening.

This proposal, which is based on current interest rates and the information you provided, remains in effect for 90 days upon acceptance. Should actual volumes differ from those stated, adjustments may be required.