

**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
REGULAR MEETING  
WEDNESDAY, SEPTEMBER 14, 2022 - 6:00 P.M.  
AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Consent Agenda**

APPROVAL OF MINUTES – Workshop Meeting July 27, Special Meeting July 27; Regular Meeting August 10; Budget Workshop Meeting August 16; Budget Workshop Meeting August 24; Special Meeting, September 7

**APPEARANCES AND PRESENTATIONS**

None

**OLD BUSINESS**

1. Second Reading - Ordinance 22-09 – Procurement
2. Second Reading - Ordinance 22-06 – Rental of Residential Amenities
3. Undergrounding - Discuss & Update
4. Administrator Contract Amendment
5. Audit Discussion FY20/21

**NEW BUSINESS**

1. Approval of FY23 Code Enforcement Contract with Sheriff's Department
2. Florida Commission on Ethics Complaint No. 22-006

**PUBLIC COMMENTS**

**MISCELLANEOUS**

Special Meeting – Public Final Budget Hearing – Monday, September 19, 2022 – 6:00 p.m.  
Workshop Meeting – Wednesday, September 28, 2022 - 6:00 p.m.  
Regular Meeting – Wednesday, October 12, 2022 - 6:00 p.m.

**COMMISSION REPORTS**

- (1) Mayor Henderson
- (2) Vice Mayor Krouk, Commissioner District No 2
- (3) Commissioner Blackburn, District No 1
- (4) Commissioner Later, District No 3
- (5) Commissioner Krajewski, Commissioner District No 4
- (6) Town Attorney
- (7) Town Administrator

**ADJOURNMENT**

“Persons are advised that, if they decide to appeal any decisions made at this meeting, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

“The Town maintains a tape recorder for all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.”

**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
WORKSHOP MEETING MINUTES  
WEDNESDAY, JULY 27, 2022, 6:00 P.M.  
IMMEDIATELY FOLLOWING 6:00 P.M. SPECIAL MEETING**

**Call To Order:** 6:38 PM

**Attendance:** Attorney Eschenfelder left at conclusion of Special Meeting, all others remained.

**Old Business:** Administrator Shoobridge presented powerpoint overview of proposed budget. Commission discussed. Next budget workshop scheduled for 8/16/22.

**Action Items:**

1. Hard copies of information to be discussed, to be provided to Commission prior to presentations. *Person Responsible:* Town Administrator Shoobridge
2. Summarization of 21/22 paid legal fees and summarization of 22/23 budget. *Person Responsible:* Town Administrator Shoobridge.
3. Locate the 21/22 account line where the \$12K for LDC update appears and ensure cost associated with this activity are assigned to that account. *Person Responsible:* Town Administrator Shoobridge.
4. Add columns to 22/23 budget form for: A. 21/22 proposed budget, and B. 21/22 year end budget projections. *Person Responsible:* Town Administrator Shoobridge.
5. Propose increase in Code Enforcement Officer's hours and present at Aug. 31 workshop. *Person Responsible:* Town Administrator Shoobridge.
6. Submit '22 picnic cost estimate to Administrator Shoobridge. *Person Responsible:* Commissioner Later.

**Miscellaneous:**

Workshop Meeting – Wednesday, August 10, 2022 - 6:00 p.m.

Special Meeting – Tuesday, August 16, 2022 – 6.p.m.

Regular Meeting – Wednesday, August 31, 2022 - 6:00 p.m.

**Adjournment:** 8:37 PM

Respectfully Submitted,



Tracy Campbell  
Town Clerk

**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
SPECIAL MEETING MINUTES  
WEDNESDAY JULY 27, 2022 - 6:00 P.M.**

**Call To Order:** 6:00 P.M. Pledge of Allegiance

**Attendance:**

In person, Mayor/Commissioner Henderson, Vice Mayor/Commissioner Krouk, Commissioner Blackburn, Commissioner Later, Attorney Eschenfelder, Town Administrator Shoobridge. By video, Commissioner Krajewski. Quorum is present.

**1. Resolution 04-22: 2022/2023 Millage Rate Not to Exceed Current Rate (1.6896):**

Commission discussed FAC roll in 2022/2023 budget process. Vice Mayor/Commissioner Krouk read Resolution by title and motioned to approve Resolution 04-22, 2nd Commissioner Blackburn. No Commission comment, no public comment. Vote taken: 5 yay.

**2. First Reading Ordinance 22-09 - Procurement:**

Attorney Eschenfelder read Ordinance 22-09 by title. Commission agreed to increase bid requirement to 25K.

Vice Mayor/Commissioner Krouk motioned to adopt Ordinance 22-09 with amendment to section 36-4 and 36-5: raising the bid amount to 25k. 2nd Commissioner Later. No Commission comment, no public comment. Vote taken: 5 yay.

**Action Item:** Ordinance summary cover sheet be added to all future updated ordinances.

**Responsible Party:** Attorney Eschenfelder.

**Miscellaneous:** Administrator Shoobridge presented 6K bid request for solar power addition to the Emergency Siren Project. Commission discussed. Consensus given. Vote taken: 5 yay.

**Adjournment:** 6:38 P.M.

Respectfully submitted,



Tracy Campbell  
Town Clerk

**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
REGULAR MEETING MINUTES  
WEDNESDAY, AUGUST 10, 2022 - 6:00 P.M.**

**Call To Order:** 6 PM Pledge of Allegiance

**Attendance:**

In person, Commissioner Blackburn, Commissioner Krajewski, Commissioner Later, Vice Mayor/Commissioner Krouk, Mayor/Commissioner Henderson, Attorney Eschenfelder, Town Administrator Shoobridge. Quorum present .

**Agenda Revision:**

Meeting Agenda order revised by Town Administrator:

Consent Agenda Items 3 and 4 moved to Old Business Items 1 and 2:

Item 3: Second Reading - Ordinance 22-09 - Procurement

Item 4: Second reading - Ordinance 22-06 -Rental of Residential Amenities

**Consent Agenda:** Vice Mayor/Commissioner Krouk motioned to approve amended Consent Agenda, approving both previous minutes and the Forward Pinellas inter-local agreements, 2nd Commissioner Blackburn. Vote taken: 5 yay.

**Old Business:**

1. Second Reading - Ordinance 22-09- Procurement- Tabled, to be read at September 14th Regular Commission meeting.
2. Second reading - Ordinance 22-06- Rental of Residential Amenities- Tabled, to be read at September 14th Regular Commission meeting.
3. FRS Opt-out Contract Amendment for Town Administrator- Motion by Vice-Mayor/ Commissioner Krouk to accept Town Administrators proposal to Opt-out of the FRS Retirement System and Opt-in to Town's 457 retirement option. 2nd by Commissioner Blackburn. Commission discussed. Public comment was heard. Vote taken: 5 Yay.

**Action Items:**

1. Create appropriate Opt-out Contract Amendment for Town Administrator. *Person Responsible:* Attorney Eschenfelder.
2. Commissioners to individually and voluntarily Opt-out of FRS investment plan and move to Town 457 retirement option. *Persons Responsible:* Town Administrator Shoobridge to provide FRS Opt-out form, Commissioners to voluntarily Opt-out of FRS.

**New Business:**

1. Application for Beautification Committee - Susan Smith:  
Motion by Commissioner Later to appoint Susan Smith to the Beautification Committee.2nd by Commissioner Krajewski. No Commission discussion. Public comment was heard. Vote taken: All Yay.
2. Acceptance of donated artwork from previous resident:  
Motion by Commissioner Krajewski to accept the artwork. 2nd by Vice Mayor/Commissioner Krouk. Commission discussed. No public comment heard. Vote taken: All Yay.  
*Action Item:* Thank you note/picture of plaque to be sent to family along with request for painters photo. *Person Responsible:* Town Administrator/Town Clerk

**Public Comment:** Public comments heard.

**Miscellaneous:**

Commission Budget Workshop 8/16/2022, 6:00 P.M.

Commission Budget Workshop 8/24/2022, 6:00 P.M.

Commission Regular Workshop 8/31/22, 6:00 P.M.

Special Commission Meeting-Ad Valorem- 9-7-22, 6:00 P.M.

**Commission Reports:**

Mayor Commissioner Henderson, Vice Mayor Commissioner Krouk, Commissioners Blackburn, Commissioner Krajewski and Commissioner Later, Town Attorney Eschenfelder and Town Administrator Shoobridge presented reports.

**Action Items:**

1. Commission to workshop/hold public hearings on beach re-nourishment possibilities in October, after Big C has response from Pinellas County. *Persons Responsible:* Commissioner Krajewski, Attorney Eschenfelder, Town Administrator Shoobridge.
2. Develop a PPI Committee Resolution. *Person Responsible:* Vice Mayor Commissioner Krouk.
3. Develop a "Redington Shores Visitor Guidelines" fact sheet for display at all short term rental properties. *Person Responsible:* Commissioner Blackburn.
4. Reassign oversight areas at Forward Pinellas, TBRPC, and PTSA to Vice Mayor Commissioner Krouk. *Person Responsible:* Commissioner Later.

**ADJOURNMENT:** 7:36 PM

Respectfully Submitted,



Tracy Campbell  
Town Clerk

**TOWN OF REDINGTON SHORES  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
TUESDAY, AUGUST 16, 2022 – 6:00 P.M.  
MINUTES**

**Call to Order:** 6:00 P.M. Pledge of Allegiance

**Attendance:**

In person, Mayor/Commissioner Henderson, Vice Mayor Commissioner Krouk, Commissioner Blackburn, Commissioner Later, Commissioner Krajewski, Town Administrator Shoobridge.

**Budget Discussion**

1. Administrator Shoobridge presented the current numbers on the proposed budget line by line. Health Insurance coverage for dependents presented. Commission discussed.

**Action Items:**

1. Commission requests that the Permit Technician position be posted on the website. Person Responsible: Building Official/Town Administrator.
2. Health Insurance coverage for dependents to be 25% benefit to employees paid by the town.
3. Commission requests that research be done for non-law enforcement officer possibilities. Person Responsible: Town Administrator.
4. Commissioner Blackburn requests more research be done on the healthcare provider benefits before choosing in regard to pharmacy/prescription coverage. Person Responsible: Town Administrator.
5. Commission requests we investigate other options for the Grand Shores West parking lot. Person Responsible: Administrator Shoobridge.
6. Commission would like more information on solar lighting options for the town. Person Responsible: Administrator Shoobridge.

**Adjournment:** 9:02 p.m.

Respectfully submitted,

  
Tracy Campbell  
Town Clerk

**TOWN OF REDINGTON SHORES  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
WEDNESDAY, AUGUST 24, 2022 – 6:00 P.M.  
MINUTES**

**Call to Order:** 6:00 P.M. Pledge of Allegiance

**Attendance:**

In person, Mayor/Commissioner Henderson, Vice Mayor Commissioner Krouk, Commissioner Blackburn, Commissioner Later, Commissioner Krajewski, Town Administrator Shoobridge. Quorum present.

**Budget Discussion-Capital Improvement Plan-Parking & Parking Revenue**

1. Administrator Shoobridge discussed research done on healthcare and presented dependent healthcare coverage options. Commission discussed.
2. Jeff presents the budget changes/updates made from the August 16, 2022 Budget Workshop. Capital Improvement Budget presented. Commission discussed.
3. Commission discussed Parking lots and revenue options.

**Action Items:**

1. Commission requests that research be done regarding our current refuse contract. Person Responsible: Town Administrator.
2. Commission requests that we research options for resurfacing the town parking lot. Person Responsible: Town Administrator.
3. Commission requests that we add a Jewish Holiday symbol to our Christmas décor this year. Person Responsible: Administrator Shoobridge.

**Adjournment:** 8:17 p.m.

Respectfully submitted,



Tracy Campbell  
Town Clerk

**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
SPECIAL MEETING MINUTES  
WEDNESDAY SEPTEMBER 7, 2022 - 6:00 P.M.**

**Call To Order:** 6:00 P.M. Pledge of Allegiance

**Attendance:**

In person, Mayor/Commissioner Henderson, Commissioner Blackburn, Commissioner Later, Attorney Daigneault, Town Administrator Shoobridge. By video, Vice Mayor/Commissioner Krouk, Commissioner Krajewski. Quorum is present.

**1. Consideration of adopting proposed Ad Valorem Millage Rate of 1.6896 for Fiscal Year 2022 – 2023 for the Town of Redington Shores**

**First Reading of Resolution 04-22, A Resolution of the Town of Redington Shores, Florida, Adopting a Millage Rate of 1.6896 Levying of Ad Valorem Taxes for Fiscal Year 2022/2023**

Attorney Daigneault read Resolution by title. Mayor/Commissioner Henderson motioned to adopt Resolution 04-22, 2nd Commissioner Blackburn. No Commission comment, no public comment. Vote taken: 4 yay 1 nay Mayor/Commissioner Henderson voting nay.

**2. Consideration of approving the Fiscal year 2022 – 2023 budget for the Town of Redington Shores, making certain expenditures, expenses, capital improvements, and specified indebtedness for the year beginning October 1, 2022 and ending September 30, 2023.**

**First Reading of Resolution 05-22, A Resolution of the Town of Redington Shores, Florida, Adopting the 2022/2023 Annual Fiscal Year Budget**

Attorney Eschenfelder read Resolution 05-22 by title. Town Administrator Shoobridge explained the 2022 – 2023 budget.

Commissioner Later motioned to adopt Resolution 05-22. 2nd Vice Mayor/Commissioner Krouk. No Commission comment, no public comment. Vote taken: 5 yay.

**Adjournment:** 6:12 P.M.

Respectfully submitted,

  
Jolie Patterson  
Deputy Town Clerk



Summary

**By Date**

By Fund Activity

My Account Essentials

## Your Account Activity by Date

RS Investment Plan—All Funds

From 01-01-2022 to Sep 8, 2022

Ending Balance: \$2,829.40 (Sep 8, 2022)



Date	Activity	Amount
08-11-2022	IP Employer	\$737.97
07-11-2022	IP Employer	\$423.89
06-13-2022	IP Employer	\$423.89
05-09-2022	IP Employer	\$211.95
08-11-2022	IP Employee	\$288.65
07-11-2022	IP Employee	\$272.31
06-13-2022	IP Employee	\$272.31
05-09-2022	IP Employee	\$136.15

Download

Recent Requests

Print Account Statement

Beneficiaries

Fund Profiles

Payment History

Other Resources

Forms and Materials

Connect With Online Tools

Qualified Domestic Relations Order

Your Benefits


Get In Touch

Additional Information

Contact Us

Security Center

JEFFREY J. SHOOBRIDGE

 **FRS Investment Plan Administrator**  
1-866-446-9377, Option 4 (TRS 711)  
between 8 a.m. and 6 p.m., Eastern time,  
Monday through Friday

**FRS Investment Plan**

**Account Statement**

Activity from March 9, 2022 through September 8, 2022.

<b>Opening Balance</b>	<b>\$0.00</b>
<b>Deposits</b>	
IP Employee	969.42
IP Employer	1,797.70
Gains/Losses	62.28
<b>Closing Balance</b>	<b>\$2,829.40</b>
Vested Balance	\$990.81
<b>Your Rate of Return for the Period</b>	<b>4.4%</b>

**Total Account Balance by Source**

The charts below show what portion of your total account balance comes from each source.



	Amount	Percent	Vested Percent <sup>1</sup>
■ IP Employer	\$1,838.59	65%	0%
■ IP Employee	990.81	35%	100%
<b>Total</b>	<b>\$2,829.40</b>	<b>100%</b>	

<sup>1</sup>You become vested when you satisfy the Plan's requirements.

Kari Kennedy - KR1  
 Kennedy Karilyn@Email.com

Call → LE Ann - 614-579-4193

Mark Porter - Wilco  
 Porter MW, vco F@Email

Brian Townh Pine Gas

**NORTH REDINGTON BEACH**

**REDINGTON BEACH**

**REDINGTON SHORES**

WILCO	\$931,924		\$1,026,291
SPECTRUM			
2-2"	\$0	\$0	\$0
3-2"			
FRONTIER 1-2"	\$132,840		\$194,400
PEDESTAL LOCATIONS	\$93,480		\$136,800
PEDESTAL COST for pulling wire through	\$1,750		\$3,500
FIXED COSTS			
(based on ROW footage)	\$308,181	\$412,174	\$455,646
<b>DUKE</b>			
Binding Cost Estimate	\$1,186,662	\$1,190,789	\$1,563,832
<b>TOTAL EXPENSE</b>	\$2,654,837	\$2,490,027	\$3,380,469
<b>PENNY IV</b>			
ARPA	\$1,619,358	\$2,165,795	\$2,394,223
	\$739,260	\$736,756	\$1,148,457
<b>TOTAL REVENUE</b>	\$2,358,618	\$2,902,551	\$3,542,680
<b>OUT OF POCKET</b>	\$296,219	-\$412,524	-\$162,211

More from O's through 14  
 Cord's through 14  
 P  
 5°

JMC  
 si

**MASTER SERVICES AGREEMENT**  
**FOR**  
**RFP 21-010 PROFESSIONAL SERVICES FOR**  
**DESIGN-BUILD UTILITY UNDERGROUND CONVERSIONS**

This **MASTER SERVICES AGREEMENT** for design-build services (hereinafter "Agreement") is entered into by and between the Town of Redington Shores, Florida, 17425 Gulf Blvd., Redington Shores, Fl. 33708, a political subdivision of the State of Florida (hereinafter "Town") and **Wilco Electrical, LLC.**, whose address is 430 Business Park Way, Royal Palm Beach, Florida 33411 and whose Federal Employer Identification Number is 26-1606257, (hereinafter "Contractor") as of the latest date appearing on the signature lines below.

**WHEREAS**, the Town desires to retain the services of a competent and qualified contractor to perform all related design-build work to successfully complete the conversion of Town-wide overhead facilities to underground. Work will include, but not be limited to, construction of all required Duke Energy underground infrastructure, design and coordination services.

**WHEREAS**, the Town has solicited for these design-build services via RFP 21-010 Professional Services for Design Build – Utility Underground Conversion, an advertised request for proposals; and,

**WHEREAS**, after review and consideration of all responsive proposals to RFP 21-010, the Town determined that the Contractor was the most qualified contractor; and

**WHEREAS**, after conducting a competitive negotiation process, the Town has determined that the compensation to the Contractor is fair, competitive and reasonable and that is desirous of entering into this Master Services Agreement with the Contractor; and

**WHEREAS**, the Contractor is agreeable to providing the Town the design-build services and represents that it is capable and prepared to do so;

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereby agree, as follows:

**SECTION 1.0 – DEFINITIONS**

**1.1 Defined Terms**

Wherever a term is used in this Agreement (including the Exhibits) and printed with an initial capital letter, the term has the meaning defined in this Section 1. The meaning is applicable to both the singular and plural forms of the term.

- A. *Design-Build Related Entity.* Contractor, Design Consultants, Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.
- B. *Design-Build Agreement.* The agreement entered into between the Town and the Contractor if Town accepts the Proposal.
- C. *Design Consultant.* A qualified, licensed design professional, eligible to provide professional engineering, architectural and/or land surveying services in Florida, who is not an employee of Contractor, but is retained by the Contractor to furnish design services on the Project.
- D. *Documents.* The documents, including data, reports, technical exhibits, drawings, specifications, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by the Contractor to Town pursuant to this Agreement.
- E. *Contractor.* The entity that will enter into the Agreement with the Town and that will be the single point of accountability to the Town for delivery of the Services and the Project.

- F. *Design-Build Documents*. Design-Build Documents means all documents, from preliminary to as-builts and any other documents prepared by the Contractor and/or its professionals, subcontractors, and/or subconsultants that fix, depict or describe the size, quality and character of the entire Project or any portion of the Project.
- G. *Effective Date of the Agreement*. The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the two parties to sign and deliver.
- H. *Guaranteed Maximum Price (GMP)*. GMP means the maximum compensation to be paid hereunder by the Town to the Contractor for all salaries and fees including but not limited to costs, expenses, taxes, reimbursable costs and expenses, general conditions, profits and costs of all labor, services, equipment, tools, supplies, fixtures and materials incurred or used by Contractor in providing and performing all the Work required to complete the Project.
- I. *Hazardous Environmental Condition*. The presence at the Site of Hazardous Materials in such quantities or circumstances that may present an imminent or substantial danger to persons or property exposed thereto on connection with the work.
- J. *Hazardous Materials*. Collectively, Asbestos, Hazardous Waste, PCB's, Petroleum Products, Radioactive Materials and other materials, waste, substances and chemicals deemed to be hazardous under applicable Laws or Regulations.
- K. *Hazardous Waste*. The term "Hazardous Waste" shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- L. *Laws and/or Regulations*. Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- M. *Proposal*. The document submitted by Contractor to Town in accordance with Exhibit A.
- N. *Site*. Lands or other areas designated as being furnished by Town upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Town which are designated for use of the Contractor.
- O. *Subcontractor*. An individual or entity other than a Design Consultant or Supplier having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Services.
- P. *Supplier*. A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Services provided by the Contractor or any Subcontractor
- Q. *Town Indemnitee*. Town and all of its representatives, appointed officials, officers, employees, authorized agents, consultants, and other duly authorized representatives.

**SECTION 2.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR**

- 2.1 The Town does hereby retain the Contractor to furnish, provide and perform design-build services (collectively, the "Services") described in the Town's Request for Proposals, RFP 21-010 Professional Services for Design-Build - Utility Underground Conversion, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "RFP" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).
- 2.2 The Contractor recognizes and acknowledges that the Town may employ several different Contractors to perform the same or similar Services for the Town and that the Contractor has not been employed as the exclusive agent to perform any such Services.

## **SECTION 3.0 – PRELIMINARY SERVICES**

### **3.1 Preliminary Initiation**

3.1.1 The Contractor shall prepare a draft work plan summarizing the Project goals; Project approach; organization defining resources/staffing plan, responsibilities, contacts, and communication plan; quality assurance/quality control (QA/QC) plan; Project schedule and work breakdown structure; financial tracking procedures; and scope change management process. Submit two (2) paper copies and an electronic copy in Adobe PDF format of the work plan to the Town within 14 calendar days of the Agreement Effective Date.

3.1.2 The Contractor shall schedule and facilitate a project kickoff with the Town and any other applicable party to review, among other topics, the contents of the proposed work plan and to discuss goals, objectives, and critical success factors. The Contractor shall prepare an agenda and submit to the Town no later than two (2) calendar days before meeting.

3.1.3 The Contractor shall update the draft work plan based on comments received from Town and submit two (2) paper copies and an electronic copy in Adobe PDF format of the final work plan to the Town within five (5) calendar days after receipt of Town's comments.

3.1.4 The Contractor shall, in conjunction with the Town, conduct meetings with property owners that are potentially impacted by construction to identify property use constraints and access. Coordinate with the Town on all landowner outreach efforts.

### **3.2 Coordination and Management**

3.2.1 **Monthly Progress Reports.** Contractor will prepare and submit monthly progress reports with invoices for the work completed in the last monthly period. Invoices shall be in accordance with this Agreement. Progress reports will be reviewed by the Contractor during monthly progress meetings. The status reports will also identify or forecast proposed modifications to the project scope. Key issues requiring the Town's action or direction will also be included. Monthly progress reports will be submitted to the Town on or before the 15th of each month. A monthly meeting to review the progress report will be conducted.

3.2.2 **Change Management.** The Contractor will document scope and schedule changes associated with completion of the Contractor's work which shall describe the major issues that arise during construction and provide a status of each item for the Town to review during monthly progress meetings.

3.2.3 **Quality Management.** The Contractor will perform in-progress quality management reviews to ensure that the project objectives are realized. Contractor shall assign a Quality Assurance/Quality Control (QA/QC) officer that will be responsible for implementation of the QA/QC plan, and documentation of QA/QC activities.

3.2.4 The Contractor shall provide coordination and management for the activities performed throughout the term of this Agreement. The Contractor shall monitor labor utilization, project schedule, and project budget on a regular basis. It shall be the ongoing responsibility of the Contractor to ensure that task budgets are being strictly adhered to and that deliverables are submitted to the Town on time.

3.2.5. All Project communications shall be directed through the Town's Project Manager, the Town's Consultant or their designee.

3.2.6. The Contractor is responsible for obtaining all of the required permissions to enter any property with appropriate assistance and direction from the Town.

### **3.3 Quality Assurance/Quality Control**

3.3.1 The Contractor shall follow the Quality Assurance/Quality Control Plan (QA/QC) for the Project. The Contractor's Quality Assurance/Quality Control (QA/QC) officer shall be charged with responsibility for implementation of the QA/QC Plan and documentation of QA/QC activities. All work performed by the Contractor's design team members, including sub-consultants, shall be in accordance with the QA/QC Plan.

3.3.2 All submittals, including memoranda, reports, and studies, shall undergo quality management reviews in accordance with the Contractor's documented QA/QC Plan. The purpose of the QC review is to verify that the resulting work meets acceptable practice and that the documents have been properly coordinated to the satisfaction of the Town. The QC reviewer shall inform the Project team of any exception or proposed improvement that may be noted. The QC reviews shall be conducted prior to submittal to allow time for incorporation of any recommended revisions.

### **3.4 Permitting Assistance**

3.4.1 The Contractor shall consult with the Town relative to applicable project permits.

3.4.2 The Contractor shall have primary responsibility for the preparation, coordination, agency approval, compliance with permit requirements, renewals, transfers, and/or closeout of the Contractor-held, Contractor-led permits if applicable. Additional permits should be identified and documented with the Town if applicable.

3.4.3 The Contractor shall have primary responsibility for the preparation of permit application documents, assist Town with coordination with regulatory agencies and agency approval, and comply with permit requirements associated with the Project.

### **3.5 Hurricane Plan**

The Contractor shall submit a comprehensive hurricane plan within fifteen (15) days after the final execution of this Agreement. The hurricane plan shall become an addendum to this Agreement.

## **SECTION 4.0 - SUPPLEMENTAL SERVICES**

4.1 If authorized in writing by the Town, the Contractor shall furnish or obtain from others additional services of the types listed below.

4.1.2 Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4.1.3 Perform services resulting from significant changes in the scope, extent or character of the portions of the Project presented or specified by the Town or by design requirements including, but not limited to, changes in size, complexity, schedule, character of construction, and revise previously accepted studies, reports, technical exhibits, or other Contract Documents when such revisions are required by changes in Laws or Regulations enacted subsequent to the Effective Date of the Agreement, or are due to any other causes beyond the Contractor's control.

4.1.4 Undertake investigations and studies of Town's operations including, but not limited to, detailed consideration of operations, maintenance, and assist Town in obtaining licensing, audits, or inventories required in connection with construction performed by Town.

4.1.5 Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Town; and perform or furnish services required to revise studies, reports, or other documents as a result of such review processes.

4.1.6 Conduct presentations to governmental boards, adjacent residential associations, and other entities.

4.1.7 Assist with public information and stakeholder communication tasks as determined by the Town.

## **SECTION 5.0 – TIME FOR RENDERING SERVICES**

- 5.1 Specific periods of time for rendering Services or specific dates by which Services are to be completed will be set forth in Project schedule. The Contractor shall provide weekly updates to the Town, showing the actual progress of Services.
- 5.2 If such periods of time or days are changed or delayed through no fault of the Contractor, the Contractor may request a non-compensable, equitable adjustment in the time for completion. Time considerations may be granted by the Town for designs provided by other contractors or firms.
- 5.3 If the Town authorizes changes in scope, extent or character of the services, the Contractor may request an equitable adjustment for the time perform the Services.
- 5.4 The Town shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of the Contractor.
- 5.5 If the Contractor fails, through its own fault, to complete the performance within the times set forth, as duly adjusted, then Town shall be entitled to the recovery of damages for any loss resulting from such failure.
- 5.6 If the Contractor believes that it is entitled to an equitable adjustment in time for completion under this Section 3, or for any other relief due to any event or situation arising out of or related to its work, the Contractor shall, within ten (10) days of becoming aware of the event or situation giving rise to the requested relief, submit to Town a written notice of its request for relief, describing the general nature of the event or situation and the probable duration of the delay, if any. No later than fifteen (15) days after providing Town with its notice, the Contractor shall submit to Town in writing: (a) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Town to assess the matter; and (b) the schedule data supporting any proposed time adjustments. The Town shall promptly review and act upon the Contractor's submittal.

## **SECTION 6.0 –COMPENSATION**

### **6.1 General**

- 6.1.1 The Town shall pay the Contractor in accordance with Exhibit B, Guaranteed Maximum Price and Schedule of Values. The Schedule of Values identifies all work which will be eligible for billable services pursuant to this Agreement. Performance of Services not listed on the Fee Schedule may result in non-payment for such services unless agreed upon by the parties in writing.
- 6.1.3 Compensation is negotiated as a Guaranteed Maximum Price.
- 6.1.4 All of the Contractor's invoices shall be accompanied by the schedule of deliverables with associated milestones. Invoices for payment should be submitted as each milestone is completed. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's satisfaction.
- 6.1.5 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.
- 6.1.6 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. After the Contractor has, in the opinion of the Town satisfactorily completed all corrections identified during the final inspection and has delivered, all maintenance and operating instructions (if applicable), schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents, the Contractor may make application for final payment. Upon receipt of the Final Invoice, the account for such project will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.
- 6.1.7 Intentional misrepresentations of billable hours and reimbursable expenses will be pursued to the fullest extent of the law.



## 6.2 Other Provisions Concerning Compensation

6.2.1 Preparation of Invoices. Contractor shall submit, on or before the fifth (5th) day of each month, an invoice for services rendered incurred in the previous month. Such invoice shall include a written narrative in a form reasonably acceptable to Town on the progress of the Contractor's work.

6.2.2 Payment of Invoices. Town shall make payment of the undisputed amounts due under the Contractor's invoice within thirty (30) days after receipt of the Contractor's properly submitted invoice.

6.2.3 Late Payment of Undisputed Invoices. If Town fails to make any undisputed payment due the Contractor for services and expenses within sixty (60) days after receipt of the Contractor's properly submitted invoice, then:

6.2.3.1 The Contractor may, after giving seven (7) days written notice to Town, suspend services under this Agreement until Town has paid the Contractor in full all undisputed amounts due for services, expenses, and other related charges.

6.2.4 Disputed Invoices. In the event of a disputed or contested invoice, Town may withhold from payment only that portion so contested.

### 6.2.5 Payments Upon Termination.

6.2.5.1 In the event of any termination, the Contractor will be entitled to invoice the Town and to receive full payment for all services performed through the effective date of termination.

6.2.5.2 The Contractor expressly waives any rights it may have to seek from Town anticipated profit or lost opportunity cost of the Contractor, its personnel, or any other subcontractors.

6.2.6 To the extent necessary to verify the Contractor's charges and upon Town's timely request, the Contractor shall make copies of such records available to Town. The Contractor shall preserve all such records for a period of three (3) years after final payment or termination of this Agreement. Town may, at any time upon reasonable notice, audit all records of the Contractor relating in any way to the Project.

6.2.7 Adjustment of Compensation. The compensation due the Contractor shall be adjusted to exclude any significant sums which Town determines are the result of inaccurate, incomplete or noncurrent rates and other factual unit costs.

### 6.2.8 Reductions in Payment by Town.

6.2.8.1 Town is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Town on account of Contractor's conduct in the performance or furnishing of the Services, or Town has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the site(s);

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Town has incurred extra charges related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

e. the work is defective, requiring correction or replacement;

f. Town has been required to correct defective work;

g. an event that would constitute a default by Contractor and therefore justify a

termination for cause has occurred;

h. liquidated damages have accrued as a result of Contractor's failure to achieve portions of the work, as defined in the Agreement;

i. Liens have been filed in connection with the Services, except where Contractor has delivered a specific bond satisfactory to Town to secure the satisfaction and discharge of such Liens;

j. there are other items entitling Town to a set off against the amount recommended.

6.2.8.2 If Town imposes any set-off against payment, Town will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Town shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Town and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a proposal for a Change Order contesting the reduction.

## **SECTION 7.0 – CONTRACTOR'S REPRESENTATIONS**

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

7.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

7.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

7.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

7.4 Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Agreement, if any, with respect to physical conditions at or contiguous to the Services site(s).

7.5 The Contractor is a Florida Limited Liability Corporation duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

7.6 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

7.7 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

7.8 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

## **SECTION 8.0 – GENERAL CONSIDERATIONS**

### **8.1 Standards of Performance**

8.1.1 The standard of care for all services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

8.1.2 The Contractor shall be responsible for the technical accuracy of the Services it performs and documents it prepares, and Town shall not be responsible for discovering deficiencies in such services

or documents. The Contractor shall correct such deficiencies without additional compensation, and compensate Town for any losses or damages resulting from such deficiencies.

8.1.3 The Contractor shall be responsible to consult with the Town to define and clarify the Town's requirements for the Project including Town's budgetary limitations and technical requirements.

8.1.4 The Contractor shall obtain from the Town any and all documents relating to investigations and analyses from previous work efforts performed by others for the Town or otherwise, such as surveys, topographic surveys, geotechnical and/or hydro-geological investigations, design plans, and construction specifications. The Contractor shall provide any necessary field surveys and topographic and utility mapping for the purpose of preparing any technical documents as a deliverable for the Project.

8.1.5 The Contractor shall identify, consult with, and analyze requirements of governmental agencies and authorities having jurisdiction to approve aspects of the Project.

8.1.6 The Contractor shall evaluate any technical requirements, and, after consultation with Town, recommend to Town any modifications to such documents that in the Contractor's judgement would benefit the Project.

8.1.7 The Contractor shall consult with the Town to define site constraints, project requirements, and project and site preferences.

8.1.8 The Contractor may employ such design consultants as they deem necessary to assist in the performance of the Services hereunder, provided, however, that such employment shall be subject to the reasonable objection of Town. The Contractor shall not be required to employ any design professional unacceptable to The Contractor. If The Contractor believes that it is in the best interests of the Project to retain the services of a Subcontractor to assist in the performance of the services hereunder, it shall so advise Town. The Town shall have the right, in its sole discretion, to determine whether to allow such Subcontractor to be retained, and the manner, if any, in which such Subcontractor will be compensated.

8.1.9 This Agreement is based on requirements of applicable Laws or Regulations. Changes to these requirements after the Effective Date of the Agreement may be the basis for modifications to Town's responsibilities or to the scope, schedule, and compensation for the Contractor's services.

8.1.10 The Town makes no representation or warranty as to the accuracy of other agency or utility company provided documents. The Contractor shall carefully study and compare all Project documents with field conditions and its own investigations, as well as for the internal consistency of such information, and shall promptly report in writing to Town any conflict, ambiguity, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from Town before proceeding with any work affected thereby.

## **8.2 Authorized Project Representatives**

Contemporaneous with the execution of this Agreement, the Contractor and the Town shall designate specific individuals to act as their respective representatives with respect to this Agreement, who shall be named in a notice given to the other party. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project. To the extent that individuals have specific limits to their scope of authority, that limitation will be described in the notice.

## **8.3 Ownership and Use of Documents**

8.3.1 The Contractor hereby assigns to Town all right, title and interest, including but not limited to any intellectual property rights, copyrights and/or patents, in all documents prepared or furnished by The Contractor pursuant to this Agreement. All such documents shall become the property of Town upon the earlier of: (a) Town's payment to The Contractor of monies due in accordance with this Agreement; (b) the date any Document is delivered to Town; or (c) upon termination of this Agreement.

8.3.2 The documents are not intended or represented to be suitable for reuse by Town or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Town's sole risk and without liability or legal

exposure to the Contractor. The Contractor will be entitled to further compensation at rates to be agreed upon by Town and the Contractor if it is asked by Town to verify or adapt the documents for extensions of the Project or any other project.

8.3.3 If the Town proceeds to design and construct the Project through its employees, agents or third parties, the Town's use of the documents will be at Town's sole risk and without liability or legal exposure to the Contractor.

8.3.4 The Contractor may make and retain copies of the documents for information, reference, and use on this Project by The Contractor, Subcontractors, and Suppliers.

#### **8.4 Electronic Media**

8.4.1 Copies of data furnished by Town to the Contractor or by the Contractor to Town that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, or graphics or of other types are furnished only for the convenience of the other party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

8.4.2 Because data stored on electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving data in an electronic format agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

8.4.3 The Contractor reserves the right to remove all indication of ownership or involvement, including title blocks and seals, from each electronic drawing.

8.4.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of data resulting from the use of software application packages, operating systems, or computer hardware differing from those used by data's creator.

#### **8.5 Dispute Resolution**

8.5.1 The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to mediation. The mediator shall be a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) days of the request for mediation, said mediator will be chosen by Town. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties.

8.5.2 In the event of any litigation arising from the performance of the Services or any alleged breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees (at both the trial and appellate level) and venue of any such action shall be in a court of competent jurisdiction in Pinellas County, Florida. Each party to this Agreement waives and relinquishes its right to initiate or pursue any action in any court except for the court of competent jurisdiction in Pinellas County, Florida.

#### **8.6 Hazardous Environmental Conditions**

8.6.1 The Town acknowledges that the Contractor is performing services for the Town and that the Contractor shall be required to become an "operator," "generator," or "transporter" of Hazardous Materials which are or may be encountered at or near the Site in connection with the Contractor's activities under this Agreement.

8.6.2 Town represents to the best of its knowledge that there are no known Hazardous Environmental Conditions located at or near the Site.

8.6.3 If the Contractor encounters any Hazardous Environmental Conditions, it shall stop work immediately in the affected part of the Site to the extent required to avoid any safety or health hazard. The Contractor shall have the obligation to immediately notify: (1) Town; and (2) appropriate governmental

officials, if the Contractor reasonably concludes that doing so is required by applicable Laws and Regulations.

### **8.7 Waiver of Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in this Agreement, in no event, whether arising out of contract, breach of warranty (express or implied), tort (including negligence), strict liability, or any other cause of or form of action whatsoever, shall either Party be liable to the other for any special, incidental, indirect, or consequential damages (including but not limited to losses of revenues, profit, business, reputation, bonding, or financing) arising out of or resulting from or in any way related to services included in this Agreement.

### **8.8 Safety**

The Contractor shall be familiar with and shall comply with all applicable safety Laws and Regulations of any public body having jurisdiction over the Contractor.

### **8.9 Approval Authority**

8.9.1 The Contractor acknowledges that the approval of any change orders can only be authorized by the Town's Mayor or their duly authorized designee.

8.9.2 The Contractor represents that its Project Manager has full authority to act on behalf of the Contractor relative to all matters associated with this Agreement.

## **SECTION 9.0 – TOWN RESPONSIBILITIES**

9.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

9.2 The Town shall prepare and provide to the Contractor, the Agreement, including Exhibits to the Agreement

9.3 The Town shall provide the Contractor with all criteria and full information as to Town's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

9.4 The Town shall furnish to the Contractor any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the work sites.

9.5 Following the Contractor's assessment of initially-available Project information and data, upon the Contractor's request, furnish or otherwise make available such additional Project-related information and data as is reasonably required to enable the Contractor to complete its Scope of Services. Such additional information or data would generally include the following:

- a. Property descriptions;
- b. Zoning, deed, and other land use restrictions;
- c. Property, boundary, easement, right-of-way, and other special engineering surveys or data, including establishing relevant reference points for design and construction which in Town's judgment are necessary to enable the Contractor to proceed with the Services;
- d. Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the Project site(s), drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site(s) with appropriate professional interpretation thereof;
- e. Environmental assessments, audits, investigations, and impact statements, and other relevant

environmental or cultural studies as to the Project and adjacent areas, and

f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

9.6 The Town shall give prompt written notice to the Contractor whenever Town observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Contractor's services, or any defect or nonconformance in the Contractor's services.

9.7 The Town shall furnish, as appropriate, other services or provide written authorization to the Contractor to provide required supplemental and additional services.

9.8 The Town shall arrange for safe access to and make all provisions for the Contractor and the Contractor's subconsultants to enter upon public and private property as may reasonably be required for the Contractor to perform services under the Agreement.

9.9 The Town shall examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Contractor (including obtaining advice of an attorney, insurance counselor, and other consultants as Town deems appropriate with respect to such examination) and render in writing decisions pertaining thereto within a reasonable time after receipt of documents.

9.10 The Town may advise the Contractor of the identity and scope of services of any independent consultants employed by Town to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

#### **SECTION 10.0 - ENTIRETY OF AGREEMENT**

10.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

10.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

#### **SECTION 11.0 - INSURANCE AND BONDS**

##### **11.1 Insurance**

11.1.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

11.1.2 Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

11.1.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

11.1.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

11.1.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (727) 397.5538 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

11.1.6 The Contractor hereby acknowledges that under this Agreement including, but not limited to, construction management services, the Town may require the Contractor to obtain and maintain additional insurance coverage and/or insurance coverage in amounts greater than those set forth herein.

11.1.7 Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

## 11.2 Performance, Payment, and Other Bonds

11.2.1 The Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Guaranteed Maximum Price, as security for the faithful performance and payment of all of Contractor's obligations under the Agreement. These bonds shall remain in effect until one year after the date when final payment becomes due except as provided otherwise by Laws or Regulations, or other specific provisions of the Agreement. The Contractor shall also furnish such other bonds as are required by other specific provisions of the Agreement, if applicable.

11.2.2 All bonds shall be in the form prescribed by the Agreement except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury, and rated 'A', FSC VII or better by A.M. Best. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact

signed the accompanying bond.

11.2.3 The Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue bonds in the required amounts.

11.2.4 If the surety on a bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify the Town and shall, within ten (10) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

11.2.5 Notification to Surety. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Services or the provisions of the Agreement (including, but not limited to Work Assignment price or schedule), the giving of any such notice will be the Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **SECTION 12.0 – TERM OF AGREEMENT**

The initial term of this Agreement shall begin on the effective date until completion of the Project or unless otherwise terminated herein.

## **SECTION 13.0 – SUSPENSION OF WORK AND TERMINATION**

### **13.1 Town May Suspend Work**

At any time and without cause, Town may suspend the Services or any portion thereof for a period of not more than ninety (90) days by written notice to the Contractor. Such notice will fix the date on which Services will be resumed. The Contractor shall resume the Services on the date so fixed. The Contractor may be entitled to an adjustment in price or an extension of times, or both, directly attributable to any such suspension. Any proposal seeking such adjustments shall be submitted no later than thirty (30) days after the date fixed for resumption of Services.

### **13.2 Town May Terminate for Cause**

13.2.1 The occurrence of any one or more of the following events will constitute a default by the Contractor and justify termination for cause:

a. Contractor's declaration of bankruptcy, development of insolvency, or assignment assets to the benefit of Contractor's creditors;

b. The Contractor's persistent failure to perform the Services including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the schedule;

c. Failure of the Contractor to perform or otherwise to comply with a material term of the Agreement;

d. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

e. Contractor's repeated disregard of the authority of the Town.

f. Contractor's loss of license or certification.

13.2.2 If one or more of the events identified in Section 13.2.1 occurs, then after giving Contractor (and any surety) ten (10) ten days written notice that Town is considering a declaration that Contractor is in default and termination of the agreement, Town may proceed to:

a. declare Contractor to be in default, and give Contractor (and any surety) notice that the Agreement is terminated; and



b. enforce the rights available to Town under any applicable performance bond.

13.2.3 Subject to the terms and operation of any applicable performance bond, if Town has terminated the Agreement for cause, Town may exclude Contractor from the site(s), take possession of the Work, incorporate in the Services all materials and equipment stored at the site(s) or for which Town has paid Contractor but which are stored elsewhere, and complete the Services as Town may deem expedient.

13.2.4 If Town proceeds as provided in Section 13.2.2, Contractor shall not be entitled to receive any further payment until the Services are completed. If the unpaid balance exceeds the cost to complete the Services, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Town, such excess will be paid to Contractor. If the cost to complete the Services including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Town. Such claims, costs, losses, and damages incurred by Town will be reviewed as to their reasonableness and, when so approved, incorporated in a change order. When exercising any rights or remedies under this paragraph, Town shall not be required to obtain the lowest price for the Services performed.

13.2.5 Where Contractor's services have been so terminated by Town, the termination will not affect any rights or remedies of Town against Contractor then existing or which may thereafter accrue, or any rights or remedies of Town against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Town will not release Contractor from liability.

13.2.6 If and to the extent that Contractor has provided a performance bond under this Agreement, the provisions of that bond shall govern over any inconsistent provisions of Section 13.2.2.

### **13.3 Town May Terminate For Convenience**

13.3.1 Upon seven (7) days written notice to Contractor, Town may, without cause and without prejudice to any other right or remedy of Town, terminate the Agreement. In such case, Contractor shall be paid for (without duplication of any items):

a. completed and acceptable Services prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Services;

b. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit on such expenses and other reasonable expenses directly attributable to termination.

13.3.2 The Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or incidental or consequential damages, or other economic loss arising out of or resulting from such termination.

### **13.4 Additional Town Termination Rights**

13.4.1 The Town may immediately terminate the Agreement upon occurrence of any of the following events:

a. The Contractor is found to have submitted a false certification to the Town with respect to whether the Contractor:

1. is on the Scrutinized Companies with Activities in Sudan List (pursuant to Florida Statutes, Section 215.473);

2. is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (pursuant to Florida Statutes, Section 215.473);

3. has business operations in Cuba or Syria

b. The Contractor:

1. is placed on the Scrutinized Companies with Activities in Sudan List, or

- Sector List, or
2. is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy
  3. engages in business operations in Cuba or Syria.

### **13.5 Termination for Convenience of Contractor.**

This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

### **13.6 Effect of Termination.**

In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

## **SECTION 14.0 – INDEMNIFICATION AND LIABILITY**

14.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub Contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

14.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

14.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

## **SECTION 15.0 – NOTICE**

15.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

MaryBeth Henderson, Mayor  
17425 Gulf Blvd.  
Redington Shores, Fl. 33708  
Email: [Mayor@Townofredingtonshores.com](mailto:Mayor@Townofredingtonshores.com)

With a copy to:

Mary Palmer, Town Clerk  
17425 Gulf Blvd.  
Redington Shores, Fl. 33708  
Email: [Townclerk@Townofredingtonshores.com](mailto:Townclerk@Townofredingtonshores.com)

As to the Contractor:

Tom Nemic  
Wilco Electrical, LLC  
430 Business Park Way  
Royal Palm Beach, Fl. 33411  
Email: [Tom@wilcollc.com](mailto:Tom@wilcollc.com)

## **SECTION 16.0 – MISCELLANEOUS**

16.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

16.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

16.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pinellas County, Florida.

16.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

16.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

16.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

16.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **SECTION 17.0 – PUBLIC RECORDS**

17.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, MARY PALMER, TOWN CLERK, AT 17425 GULF BLVD, REDINGTON SHORES, FLORIDA 33708, (727) 397.5538, [Townclerk@townofredingtonshores.com](mailto:Townclerk@townofredingtonshores.com)**

## **SECTION 18.0 – PROHIBITION FOR CONTINGENT FEES**

18.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **SECTION 19.0 – STANDARD OF CARE**

19.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

19.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

19.3 The Contractor agrees that, in the event that design errors and/or omissions are discovered during construction, all services rendered by the Contractor to correct said design errors and/or omissions will be considered out-of-scope services and shall not be invoiced to the Town.

19.4 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

19.5 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the

professional standards in the field.

#### **SECTION 20.0 - INDEPENDENT CONTRACTOR**

20.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

20.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

#### **SECTION 21.0 - SUBCONTRACTORS**

21.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

21.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

#### **SECTION 22.0 - FORCE MAJEURE**

The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

#### **SECTION 23.0 - FEDERAL AND STATE TAXES**

The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

#### **SECTION 24.0 - NON-DISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

#### **SECTION 25.0 - ACCESS AND AUDITS**

25.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Agreement for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.

25.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable time or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

25.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

25.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

#### **SECTION 26.0 - KEY PERSONNEL**

26.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subcontractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Mark Porter

Name: Tom Nemic

#### **SECTION 27.0 - ANNUAL APPROPRIATIONS**

The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

#### **SECTION 28.0 - LIQUIDATED DAMAGES**

28.1 The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the Town would or may incur as a consequence of the Contractor's failure to meet a deliverable date. Accordingly, in lieu of assessing actual damages if the Contractor fails to meet a deliverable date, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages are reasonable; and (iii) the liquidated damages will be assessed as the Town's remedy under such circumstances and not as a penalty.

28.2 Total daily completion liquidated damages = \$500.00

#### **SECTION 29.0 - LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION,

INDEMNITY OR OTHERWISE.

**SECTION 30.0 - DEFAULT AND REMEDY**

30.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

30.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

**SECTION 31.0 – E-VERIFY**

The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.

**[Remainder of this page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town Clerk and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

**ATTEST:**  
Wilco Electrical, LLC.

**CONTRACTOR**  
**WILCO ELECTRICAL, LLC**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

**ATTEST:**  
As to Town of Redington Shores, Florida

**TOWN**  
**Town of Redington Shores, Florida**

\_\_\_\_\_  
Mary Palmer, Town Clerk

By: \_\_\_\_\_  
MaryBeth Henderson, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

Review of Agreement as to Form

By: \_\_\_\_\_  
Town Attorney



# Exhibit A

The Town's Request for Proposals RFP #21-010, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "RFP 21-010" is attached hereto as a composite "Exhibit A" and made a part of this Agreement)

# **Exhibit B**

## **GUARANTEED MAXIMUM PRICE AND SCHEDULE OF VALUES**

# **Exhibit D**

## **MASTER SCHEDULE**

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 20 day of October, 2020, by Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Belleair Beach, Town of Belleair Shore, City of Clearwater, City of Indian Rocks Beach, Town of Indian Shores, City of Madeira Beach, Town of North Redington Beach, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, and the City of Treasure Island, hereinafter referred to as the "Cities".**

### RECITALS:

**WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax ("Surtax") of one percent (1%) throughout Pinellas County, Florida, subject to referendum approval, to finance, plan and construct infrastructure as defined therein; and**

**WHEREAS, on November 7, 1989, the levy of the Surtax for an initial ten (10) year period was approved by a majority of those voting on the question at a referendum, and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated September 19, 1989, providing for the distribution of the Surtax, which expired on January 31, 2000; and**

**WHEREAS, on March 25, 1997, the extension of the Surtax for an additional ten (10) years was approved by a majority of those voting on the question at a referendum, and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated August 6, 1998, providing for the distribution of the Surtax, which expired on January 31, 2010; and**

**WHEREAS**, on March 13, 2007, the extension of the Surtax for an additional ten (10) Years (Penny III) was approved by a majority of those voting on the question at a referendum and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated April 29, 2008 providing for the distribution of the Surtax, which expired on December 31, 2019; and

**WHEREAS**, on November 7, 2017, the extension of the Surtax for an additional ten (10) years ("Penny IV") was approved by a majority of those voting on the question at a referendum and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated August 1, 2017 providing for the distribution of the Surtax, which expires on December 31, 2029; and

**WHEREAS**, the County recognized that the Pinellas County Gulf Boulevard Improvement Program - April 2007 ("Improvement Plan") is of countywide importance and may be funded by the Surtax, and the County was willing to contribute to the costs of the Improvement Plan projects from the County's share of the Surtax and did so through an interlocal agreement with the Cities dated July 10, 2012 ("Penny III Gulf Blvd. Interlocal"); and

**WHEREAS**, the Penny III Gulf Blvd. Interlocal agreement expired September 30, 2019, but the County on August 20, 2019, by Resolution 19-55 elected to continue to provide funding to the cities to allow them to complete work contemplated to be done under the expired agreement through September 30, 2021; and

**WHEREAS**, the Improvement Plan remains incomplete and will not be completed through the remaining projects and funding from the expired agreement and the County recognizes that the completion of the Improvement Plan continues to be of countywide

importance, and the County is willing to contribute to the costs of the Improvement Plan projects from the County's share of the Surtax as provided herein.

**NOW, THEREFORE,** in consideration of the covenants herein contained, and other good and valuable consideration, the County and Cities agree as follows:

**Section 1. CONDITIONS PRECEDENT.**

This Agreement will be effective upon final execution by all of the Cities and the County.

**Section 2. COUNTY'S RESPONSIBILITIES.**

A. The County agrees to fund a sum not to exceed \$35 million ("Penny IV Assistance"), on a reimbursement basis, from its Penny IV Surtax proceeds for Eligible Projects, as defined herein, consistent with the Improvement Plan. Expenditures for the actual cost of projects by each of the individual Cities consistent with the Improvement Plan and the requirements of Section 212.055(2), Florida Statutes, will be reimbursed by the County if certification has been presented by the City seeking reimbursement and the Barrier Islands Government Council (BIG C) that the expenditure for a Project is a subpart of and in conformance with the Improvement Plan ("Eligible Projects") and the requirements of Section 212.055(2), Florida Statutes. This Agreement has no effect on Resolution 19-55 and any amount remaining from the Penny III Gulf Blvd. Interlocal will be reimbursed only in accordance with that resolution. The Penny IV Assistance will be expended solely on undergrounding of utilities within Gulf Boulevard until all utilities are underground within the Gulf Boulevard corridor with the following two exceptions:

- 1) The City of Clearwater \$750,000 Penny IV Assistance for the Eligible Project work described in Exhibit B; and
- 2) The Town of Indian Shores \$500,000 Penny IV Assistance for the Eligible Project work described in Exhibit B.

The Clearwater and Indian Shores Penny IV Assistance amounts may be expended the above described Eligible Projects at any time during the term of this Agreement but invoicing for the Eligible Project is limited to the annual amount for each city in Exhibit A in any County fiscal year.

Once the undergrounding of utilities within Gulf Boulevard has been completed throughout the entire corridor, then and only then may any other reimbursement for other Eligible Projects be made to the remaining Cities. Notwithstanding the Penny IV Assistance shown on Exhibit A as available to any particular City, once that City has completed its portion of the undergrounding, any remaining amount may be reallocated in the County Administrator's sole discretion after consultation with the BIG C, to another City or Cities as needed to ensure that all undergrounding is completed prior to any other Eligible Project expenditures of County Surtax funds under this Agreement. The foregoing sentence does not apply to Clearwater or Indian Shores Penny IV Assistance amounts.

Beginning in Fiscal Year 2020-21, Cities may request funds on a quarterly basis in arrears from the County for reimbursement of expenditures for Eligible Project work completed on or after January 1, 2020. Such reimbursements will not exceed any City's Penny IV Assistance annual amounts contained in Exhibit A. Invoices for Eligible Projects must include evidence that payments have been made and any other documentation the County may reasonably require and may be submitted no more frequently than quarterly.

B. Except as otherwise provided herein, the County will provide funding to each City for up to six(6) years beginning in Fiscal Year (FY) 2020-2021 as depicted in the attached table contained in Exhibit A.

**C. The County will retain all funds until payment is made to the Cities as provided for in this Agreement. Subject to the County's ability to reallocate funds to complete all undergrounding of utilities within Gulf Boulevard, any funds not reimbursed to a City in a fiscal year will rollover each year until the termination of this Agreement. The County's payment for Eligible Project costs cannot exceed the amount depicted in that City's annual Penny IV Assistance (taking into account any amounts that may have rolled over from a previous fiscal year under this Agreement). In the event a City: 1) does not proceed to complete undergrounding of utilities contemplated herein, or; 2) subsequent to undergrounding utilities, complete another Eligible Project (or Eligible Projects) on the Improvement Plan within available remaining amounts of Penny IV Assistance, or; 3) funds are not otherwise paid to a City prior to the expiration of the term or termination of this Agreement subject to the terms herein, all remaining funds will be retained by the County for uses solely within the discretion of the County.**

**D. The sums payable to the Town of Belleair Shore may be paid to the City of Belleair Beach for Eligible Projects shared by these two Cities.**

**E. The County is not obligated to provide any support related to any Eligible Projects beyond the funding described in the Agreement.**

### **Section 3. CITIES' RESPONSIBILITIES.**

**A. The Cities are solely responsible for designing, contracting and managing completion of Eligible Projects. The Cities must provide and procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the lawful performance of the work done related to this Agreement, including but not limited to right of way utilization**



permits from the County or the state. The Cities are responsible for maintaining, repairing, replacing and upgrading Eligible Projects in perpetuity.

**B.** Each City is responsible to provide to the County Administrator, in writing and in a form acceptable to the County:

1. Within 3 months of execution of this interlocal agreement by the City, a detailed work plan reflecting the intended projects, including expected timelines and anticipated expenditures by fiscal year; and
2. Beginning in July 2021, not later than July 31 each year, an annual status report that reflects the progress on each element of the work plan.

**C.** The Cities are responsible for assuring that providers of services performed pursuant to this Agreement comply with all applicable local, state and federal directives, orders and laws, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and Occupational Safety and Health Administration (OSHA).

**D.** The Cities must provide requests for reimbursement under this Agreement to the Pinellas County Office of Management and Budget in accordance with the limitations of this Agreement.

**E.** Each City hereby agrees to indemnify, defend, and hold harmless the County and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by each individual City, its agents, or employees, arising from or during its performance of this Agreement, from the construction, operation, maintenance, repair or replacement by each individual City of its Eligible Project, except that neither the Cities, their agents, nor their employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent

act by the County or any of its officers, agents or employees during the performance of the Agreement.

**Section 4. NON-APPROPRIATION.**

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from legally available Penny IV Surtax proceeds, after funding secured obligations or loans, essential and necessary infrastructure services for jail and criminal justice related facilities and other obligations contained in the terms of the August 1, 2017 Interlocal Agreement, activities in the Pinellas County Capital Improvement Program funded by the Surtax proceeds (Penny for Pinellas), and events, which in the sole discretion of the County, constitute an emergency requiring the use of Surtax funds. No liability to the Cities shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not appropriated by the County for any or all of this Agreement for a new fiscal period, the County is not obligated to pay any sums contemplated by this Agreement beyond the portions for which funds were appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be retained by the County. Notwithstanding the foregoing, the County is not prohibited from pledging any legally available Surtax proceeds for any obligations heretofore or hereafter

incurred, which pledge will be prior and superior to any obligations of the County pursuant to this Agreement.

**Section 5. TERM OF AGREEMENT.**

A. The term of this Agreement will commence upon the date the Agreement has been executed by all Cities and the County and end on September 30, 2026).

B. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, indemnification and maintenance and operation of the Eligible Projects will remain in effect after termination or expiration of this Agreement.

**Section 6. AUDIT.**

County reserves the right to audit Cities' records as such records relate to this Agreement. County will have access to such records on a reasonable basis from the effective date of the Agreement, for the duration of the Agreement and until thirty-six (36) months after the date of the final payment by the County to the Cities.

**Section 7. NON-DISCRIMINATION.**

The Cities and the County will not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, sexual orientation, or disability. The Cities and the County will, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

**Section 8. AMENDMENTS TO THE AGREEMENT.**

Any amendment to this Agreement must be in writing and approved by all of the Cities and the County.

**Section 9. FILING OF AGREEMENT.**

This Agreement will be filed with the Clerk of the Circuit Court, as provided in Section 163.01(11), Florida Statutes.

**Section 10. EXECUTION OF AGREEMENT.**

This Agreement may be signed in counterparts by the Cities and County.

**Section 11. PRIOR AGREEMENT SUPERSEDED.**

This Agreement supersedes any prior agreements between the parties on this subject matter.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed by the proper officers thereof, as of the day and year indicated on each signature page.

**<ADDITIONAL SIGNATURE PAGES FOLLOW>**

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

**ATTEST:**  
**KEN BURKE, CLERK**

**PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners**

By: *Kenneth Caputo*  
Deputy Clerk

By: *Pat Gerard*  
Chair



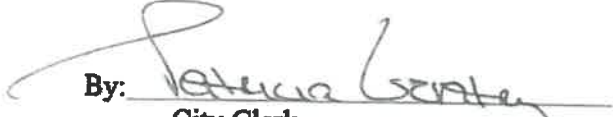
**APPROVED AS TO FORM**

By: *Donald S. Crowell at 9:51 am, Oct 13, 2020*  
Office of the County Attorney

**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

**ATTEST:**

**CITY OF BELLEAIR BEACH**

By:   
City Clerk

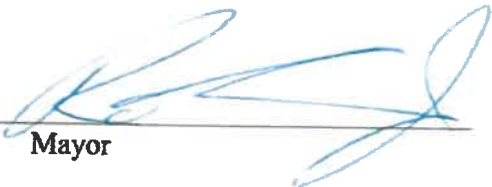
By:   
Mayor

**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

**ATTEST:**

**TOWN OF BELLEAIR SHORE**

By:   
City Clerk

By:   
Mayor

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

ATTEST:

CITY OF CLEARWATER

By: *Chloe Sprague*  
For: City Clerk



By: *William B. Kaine II*  
City Manager

COUNTERSIGNED:

By: *Frank Hubbard*  
Mayor

APPROVED AS TO FORM

By: *Owen Kohler*  
Assistant City Attorney  
Owen Kohler



**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.


**ATTEST:**

**CITY OF INDIAN ROCKS BEACH**

By:   
City Clerk  
*For Denise O'Reilly*

By:   
City Manager

**COUNTERSIGNED:**

By:   
Mayor

**APPROVED AS TO FORM**

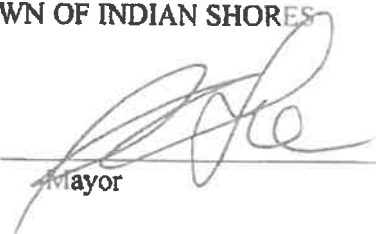
By:   
City Attorney

**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

**ATTEST:**

**TOWN OF INDIAN SHORES**

By:   
City Clerk

By:   
Mayor

**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

**ATTEST:**

**CITY OF MADEIRA BEACH**

By:   
City Clerk

By:   
Mayor

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

ATTEST:

TOWN OF NORTH REDINGTON BEACH

By: Mari Spill  
City Clerk

By: [Signature]  
Mayor

**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

**ATTEST:**

**TOWN OF REDINGTON BEACH**

By:                     Clarke                      
City Clerk

By:                     [Signature]                      
Mayor

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

ATTEST:

TOWN OF REDINGTON SHORES

By: Mary Flaherty  
City Clerk

By: Maureen Hilde  
Mayor

**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF ST. PETE BEACH

By:   
City Clerk

By:   
Mayor

**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF TREASURE ISLAND

By: Celine Kidwell  
City Clerk  
Deputy (ek)

By: [Signature]  
Mayor





## **Exhibit B**

### **Penny IV Gulf Blvd. Undergrounding Interlocal Agreement**

#### **Clearwater Eligible Projects (not to exceed \$750,000.00 in Penny IV reimbursement):**

- Mandalay Channel pedestrian bridge underpass construction
- Illuminated crosswalks along the major pedestrian corridors on the beach: near Pier 60/Coronado, S. Gulfview at Bayway/Parkway Dr./Gulf Blvd.

#### **Indian Shores Eligible Projects (not to exceed \$500,000.00 in Penny IV reimbursement):**

- A Public Art project as enumerated in Section 18 of the plan.
- Wayfinding and monument signs.
- Replacement of up to eight bus shelters

These projects may include design, engineering, demolition, landscaping, irrigation, lighting and other costs.

**PENNY IV UNDERGROUNDING PROJECTS FUNDING BY FISCAL YEAR**

City/Town	ROW Footage	% of Footage	Max Available**	2020/21	2021/22	2022/23	2023/24	2024/25	2025/2026
Clearwater *	N/A	N/A	\$750,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	<b>ONLY</b>  Amounts Rolled  Forward from  Unpaid  Previous  Years   Unpaid  Amounts as  of 09/30/2026  are not available  to Cities
Belleair Beach	14,471	5.7294%	\$2,945,157	\$240,957	\$675,525	\$675,525	\$675,525	\$675,525	
Belleair Shore	5,431	3.2761%	\$1,165,700	\$90,094	\$253,901	\$253,901	\$253,901	\$253,901	
Indian Rocks Beach	27,992	16.5795%	\$5,695,857	\$464,189	\$1,308,170	\$1,308,170	\$1,308,170	\$1,308,170	
Indian Shores *	N/A	N/A	\$500,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Redington Shores	11,750	7.0840%	\$2,394,223	\$195,065	\$549,785	\$549,785	\$549,785	\$549,785	
No. Redington Beach	7,954	4.7951%	\$1,619,355	\$131,945	\$371,853	\$371,853	\$371,853	\$371,853	
Redington Beach	10,535	6.4172%	\$2,165,795	\$176,472	\$487,331	\$487,331	\$487,331	\$487,331	
Madeira Beach	22,524	13.5872%	\$4,585,871	\$373,847	\$1,053,006	\$1,053,006	\$1,053,006	\$1,053,006	
Treasure Island	25,758	15.6549%	\$5,249,793	\$427,760	\$1,205,595	\$1,205,595	\$1,205,595	\$1,205,595	
St. Pete Beach	39,228	23.6835%	\$7,956,445	\$650,747	\$1,833,924	\$1,833,924	\$1,833,924	\$1,833,924	
<b>Totals</b>	<b>165,774</b>	<b>100%</b>	<b>\$35,000,000</b>	<b>\$3,000,000</b>	<b>\$8,000,000</b>	<b>\$8,000,000</b>	<b>\$8,000,000</b>	<b>\$8,000,000</b>	
\$203.89 per ROW Foot	* Clearwater to receive \$750,000								
	* Indian Shores to receive \$500,000								

\*\* Due to rounding total amount actually equals \$34,999,999. This does not affect the Maximum Penny IV Assistance available to each City as shown here.

"Florida has a broad public records law. Most written communications to or from local officials regarding city business are public records and are available to the public and media upon request. Your e-mail communications may, therefore, be subject to public disclosure. Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing."

**From:** Lowack, Brian <[blowack@co.pinellas.fl.us](mailto:blowack@co.pinellas.fl.us)>

**Sent:** Friday, June 10, 2022 2:23 PM

**To:** Amy Davis <[adavis@mytreasureisland.org](mailto:adavis@mytreasureisland.org)>; Barbara Colucci <[clerkbelleairshore@gmail.com](mailto:clerkbelleairshore@gmail.com)>; Bonnie Dhonau <[bdhonau@myindianshores.com](mailto:bdhonau@myindianshores.com)>; Mari Campbell <[townclerk@townofnorthredingtonbeach.com](mailto:townclerk@townofnorthredingtonbeach.com)>; Missy Clarke <[townclerk@townofredingtonbeach.com](mailto:townclerk@townofredingtonbeach.com)>; Gregg Mims <[gmims@irbcity.com](mailto:gmims@irbcity.com)>; Jon Jennings <[jon.jennings@myclearwater.com](mailto:jon.jennings@myclearwater.com)>; Lynn Rives <[Lynn.Rives@CityofBelleairBeach.com](mailto:Lynn.Rives@CityofBelleairBeach.com)>; Mary Palmer <[townclerk@townofredingtonshores.com](mailto:townclerk@townofredingtonshores.com)>; Rey, Alex <[arey@stpetebeach.org](mailto:arey@stpetebeach.org)>; Robin Gomez <[rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov)>

**Cc:** Trainer, Jacqueline <[jtrainer@co.pinellas.fl.us](mailto:jtrainer@co.pinellas.fl.us)>

**Subject:** PIV Gulf Blvd Improvement Status Report

Per Section 3.B.2 "Cities Responsibilities" of the PIV Gulf Blvd Improvements Interlocal, no later than July 31 each year, each municipality is responsible for submitting an annual status report of the work being funded through this agreement (ILA language below). Please send your status report directly to me.

**B. Each City is responsible to provide to the County Administrator, in writing and in a form acceptable to the County:**

- 1. Within 3 months of execution of this interlocal agreement by the City, a detailed work plan reflecting the intended projects, including expected timelines and anticipated expenditures by fiscal year; and**
- 2. Beginning in July 2021, not later than July 31 each year, an annual status report that reflects the progress on each element of the work plan.**

Please feel free to contact me with any questions you may have.

**Brian Lowack**

Assistant to the County Administrator  
Mid & South Unincorporated Pinellas,  
Intergovernmental Liaison  
315 Court St, Clearwater, FL 33756  
Office (727) 464-3485  
Cell (727) 480-5228  
[blowack@pinellascounty.org](mailto:blowack@pinellascounty.org)

Follow Pinellas County:



[www.pinellascounty.org](http://www.pinellascounty.org)

[Subscribe to county updates and news](#)



190 - 173rd Avenue  
 North Redington Beach, Florida 33708  
 Office: 727-391-4848



Town of North Redington Beach

MAYOR  
 WILLIAM QUEEN

COMMISSIONERS  
 RICHARD L. BENNETT  
 GARY D. CURTIS  
 KEVIN KENNEDY  
 COREY THORNTON

TOWN CLERK  
 MARI CALIPBELL CMC

TOWN ATTORNEY  
 JAY DAIGNEAULT  
 1001 S. FORT HARRISON AVE  
 SUITE 201  
 CLEARWATER, FL 33756

## THE REDINGTONS UNDERGROUND PROJECT

1. **Scope:** The scope of this project is the undergrounding of all utility poles on the west side of Gulf Boulevard from 155<sup>th</sup> Avenue, Redington Beach to 183<sup>rd</sup> Avenue, Redington Shores. This is approximately 4 miles that includes Redington Beach, North Redington Beach and Redington Shores. This project would consist of directional boring and open trenching in some areas. Conduit would be utilized along with new gear boxes and ground equipment from Duke Energy.

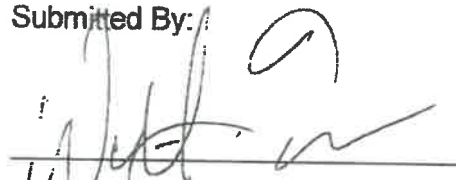
2. **Timeline for Expenditures:**

Binding cost estimates have been received from Duke Energy which includes design and equipment. The RFP process has begun and initial work should commence in March or April, 2022. The expected timeline for expenditures is as follows:

2021 - \$500,000  
 2022 - \$1,500,000  
 2023 - \$3,000,000  
 2024 - \$3,000,000  
 2025 - \$1,500,000

**\$9,500,000 – Estimated Project Total**

Submitted By:



\_\_\_\_\_  
 Mayor William Queen

On behalf of North Redington Beach, Redington Beach and Redington Shores



Page 1  
 Inv # 175998  
 Project 01030-0130

**SUE Services**

**Professional Services :**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Accountant	0.50	130.00	65.00
Utility Eng Designate Crew 2 Person	16.00	165.00	2,640.00
Utility Engineering Manager	8.00	180.00	1,440.00
<b>Total Labor</b>	<b>24.50</b>		<b>4,145.00</b>
<b>SUE Services Total</b>			<b>4,145.00</b>

**Total Due This Invoice** 4,145.00

Incurred To Date :	Fee	Labor	Consultant	Expense	Tax	Invoiced
	0.00	13,095.00	0.00	0.00	0.00	13,095.00



REMIT TO: McKim & Creed Inc. PO Box 6193 Hermitage PA 16148-0922  
Tel: 910.343.1048

7/11/2021

**System Invoice Number** 174587  
**Project** 01030-0130  
**Project Invoice Number** 1

**MISAEI MUNOZ  
PINELLAS COUNTY  
PO BOX 2438  
CLEARWATER FL 33757**

**Questions about this invoice?  
Contact Sue Rudd  
704-945-3386  
SRudd@McKimCreed.com**

**Project :** Town of Redington Shores Sunshine 811

**For Professional Services Rendered through: 6/26/2021**

RFP Contract No.: 190-0457-CN (SS)

---

**Amount Due This Invoice** =====> 2,525.00

**Your prompt payment is appreciated. As of the date of this billing, we show no prior outstanding invoices as unpaid.**

**Remittance Page - Please Reference Invoice # 174587 on Your Payment and Return a Copy of this Page with Your Payment. Thank You.**

Applicable Finance Charges will be applied to all late payments according to the terms of our agreement.  
FED ID #56-2136769



# MCKIM & CREED

Page 1  
Inv # 174587  
Project 01030-0130

### SUE Services

Professional Services :	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Accountant	0.50	130.00	65.00
Utility Eng Designate Crew 2 Person	10.00	165.00	1,650.00
Utility Engineering Analyst	5.00	90.00	450.00
Utility Engineering Manager	2.00	180.00	360.00
<b>Total Labor</b>	<b>17.50</b>		<b>2,525.00</b>
<b>SUE Services Total</b>			<b>2,525.00</b>

**Total Due This Invoice** 2,525.00

<b>Incurred To Date :</b>	<b>Fee</b>	<b>Labor</b>	<b>Consultant</b>	<b>Expense</b>	<b>Tax</b>	<b>Invoiced</b>
	0.00	2,525.00	0.00	0.00	0.00	2,525.00



REMIT TO: McKim & Creed Inc. PO Box 6193 Hermitage PA 16148-0922  
Tel: 910.343.1048

8/4/2021

System Invoice Number 175340  
Project 01030-0130  
Project Invoice Number 2

MISAEI MUNOZ  
PINELLAS COUNTY  
PO BOX 2438  
CLEARWATER FL 33757

Questions about this invoice?  
Contact Sue Rudd  
704-945-3386  
SRudd@McKimCreed.com

Project : Town of Redington Shores Sunshine 811

For Professional Services Rendered through: 7/24/2021

RFP Contract No.: 190-0457-CN (SS)

Amount Due This Invoice =====> 6,425.00

Your prompt payment is appreciated. As of the date of this billing, the invoices below are still unpaid. If you have questions or do not believe this information is correct, please contact us.

Inv #	IG	Inv Date	Inv Amount	Payments	Balance	Days Old
174587	**	07/11/2021	2,525.00	0.00	2,525.00	24
				Total	2,525.00	

Remittance Page - Please Reference Invoice # 175340 on Your Payment and Return a Copy of this Page with Your Payment. Thank You.





Page 1  
 Inv # 175340  
 Project 01030-0130

**SUE Services**

Professional Services :	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Accountant	0.50	130.00	65.00
Utility Eng Designate Crew 2 Person	32.00	165.00	5,280.00
Utility Engineering Manager	6.00	180.00	1,080.00
<b>Total Labor</b>	<b>38.50</b>		<b>6,425.00</b>
<b>SUE Services Total</b>			<b>6,425.00</b>

**Total Due This Invoice** 6,425.00

Incurred To Date :	Fee	Labor	Consultant	Expense	Tax	Invoiced
	0.00	8,950.00	0.00	0.00	0.00	8,950.00



REMIT TO: McKim & Creed Inc. PO Box 6193 Hermitage PA 16148-0922  
Tel: 910.343.1048

8/27/2021

**System Invoice Number** 175998  
**Project** 01030-0130  
**Project Invoice Number** 3

**MISAEAL MUNOZ  
PINELLAS COUNTY  
PO BOX 2438  
CLEARWATER FL 33757**

**Questions about this invoice?  
Contact Sue Rudd  
704-945-3386  
SRudd@McKimCreed.com**

**Project :** Town of Redington Shores Sunshine 811

**For Professional Services Rendered through: 8/21/2021**

RFP Contract No.: 190-0457-CN (SS)

**Amount Due This Invoice** =====> 4,145.00

**Your prompt payment is appreciated. As of the date of this billing, the invoices below are still unpaid. If you have questions or do not believe this information is correct, please contact us.**

Inv #	IG	Inv Date	Inv Amount	Payments	Balance	Days Old
174587	**	07/11/2021	2,525.00	0.00	2,525.00	47
175340	**	08/04/2021	6,425.00	0.00	6,425.00	23
<b>Total</b>					<b>8,950.00</b>	

**Remittance Page - Please Reference Invoice # 175998 on Your Payment and Return a Copy of this Page with Your Payment. Thank You.**

## Deputy Clerk

---

**From:** Deputy Clerk  
**Sent:** Friday, July 29, 2022 11:38 AM  
**To:** 'Lowack, Brian'  
**Subject:** PIV Gulf Blvd Improvement Status Report  
**Attachments:** Red Shores Gulf Blvd Status Report.pdf

Jeff, Brian,

Please see the attached letter regarding the status of the Gulf Blvd Underground Project.

Thank you!

Tracy Campbell  
Town Clerk  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708  
Ph. 727-397-5538  
Fax. 727-392-9470  
[www.townofredingtonshores.com](http://www.townofredingtonshores.com)

***Please Note: Florida has a very broad public records law. Most written communications to or from the Town of Redington Shores officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.***



Town of  
**Redington Shores**

17425 Gulf Boulevard ★ Redington Shores, FL 33708

July 29, 2022

Brian Lowack  
Assistant to the County Administrator  
Mid & South Unincorporated Pinellas  
Intergovernmental Liaison

RE: PIV Gulf Blvd Improvement Status Report

Brian,

We don't anticipate any reimbursement requests for this fiscal year although westside undergrounding work may begin in the last quarter of 2022. We do have a few remaining crosswires and poles that still need removing from our eastside undergrounding that we are working to resolve. Permission for all of the westside easements are in the process of being obtained.

Please let me know if you need anything further, and as always, we appreciate the support we receive from our Pinellas Penny,

Tracy Campbell  
Town Clerk  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708  
Ph. 727-397-5538  
Fax. 727-392-9470

7/28/22, 2:26 PM

Mail - helpdesk@redshoresfl.com

## FW: PIV Gulf Blvd Improvement Status Report

Lowack, Brian <blowack@co.pinellas.fl.us>

Thu 7/28/2022 2:13 PM

To: Help Desk <helpdesk@redshoresfl.com>;

📎 1 attachments (1 MB)

Executed ILA Gulf Blvd Improvements PIV.pdf;

Thanks for your help Connie.

### **Brian Lowack**

Assistant to the County Administrator  
Mid & South Unincorporated Pinellas,  
Intergovernmental Liaison

314 Court St, Clearwater, FL 33756

Office (727) 464-3485

Cell (727) 480-5228

[blowack@pinellascounty.org](mailto:blowack@pinellascounty.org)

Follow Pinellas County:



[www.pinellascounty.org](http://www.pinellascounty.org)

[Subscribe to county updates and news](#)

*All government correspondence is subject to the public records law.*

**From:** Lowack, Brian

**Sent:** Friday, June 10, 2022 2:23 PM

**To:** Amy Davis <adavis@mytreasureisland.org>; Barbara Colucci <clerkbelleairshore@gmail.com>; Bonnie Dhonau <bdhonau@myindianshores.com>; Campbell, Mari <townclerk@townofnorthredingtonbeach.com>; Clarke, Missy <townclerk@townofredingtonbeach.com>; Gregg Mims <gmims@irbcity.com>; Jon Jennings <jon.jennings@myclearwater.com>; Lynn Rives <lynn.rives@cityofbelleairbeach.com>; Mary Palmer <townclerk@townofredingtonshores.com>; Rey, Alex <arey@stpetebeach.org>; Robin Gomez <rgomez@madeirabeachfl.gov>

**Cc:** Trainer, Jacqueline <jtrainer@co.pinellas.fl.us>

**Subject:** PIV Gulf Blvd Improvement Status Report

Per Section 3.B.2 "Cities Responsibilities" of the PIV Gulf Blvd Improvements Interlocal, no later than July 31 each year, each municipality is responsible for submitting an annual status report of the work being funded through this agreement (ILA language below). Please send your status report directly to me.



**TOWN OF REDINGTON BEACH**  
**105-164th AVENUE**  
**REDINGTON BEACH, FL 33708**  
**PHONE: 727-391-3875**  
**FAX: 727-397-6911**  
**[www.townofredingtonbeach.com](http://www.townofredingtonbeach.com)**

June 17, 2022

Brian Lowack  
Pinellas County

Re: PIV Gulf Blvd Improvement Status Report

Below is the annual status report for the Town of Redington Beach:

- The few remaining crosswires, from the east side project, are in the process of being dropped.
- Permission for west side easements are being obtained.
- Actual work for the west side project is projected to begin in this calendar year.

Please let me know if you need any further information.

Regards,

Missy Clarke, CMC  
Town Clerk



190 - 173rd Avenue  
 North Redington Beach, Florida 33708  
 Office: 727-391-4848



Town of North Redington Beach

MAYOR  
 WILLIAM QUEEN

COMMISSIONERS  
 RICHARD L. BENNETT  
 GARY D. CURTIS  
 KEVIN KENNEDY  
 COREY THORNTON

TOWN CLERK  
 MARI CAMPBELL, CMC

TOWN ATTORNEY  
 JAY DAIGNEAULT  
 1001 S. FORT HARRISON AVE  
 SUITE 201  
 CLEARWATER, FL 33756

### THE REDINGTONS UNDERGROUND PROJECT

1. **Scope:** The scope of this project is the undergrounding of all utility poles on the west side of Gulf Boulevard from 155<sup>th</sup> Avenue, Redington Beach to 183<sup>rd</sup> Avenue, Redington Shores. This is approximately 4 miles that includes Redington Beach, North Redington Beach and Redington Shores. This project would consist of directional boring and open trenching in some areas. Conduit would be utilized along with new gear boxes and ground equipment from Duke Energy.

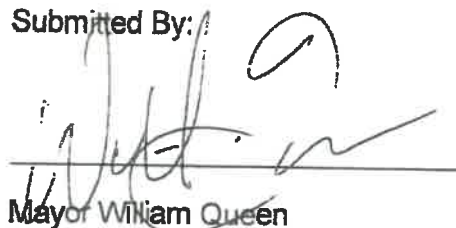
2. **Timeline for Expenditures:**

Binding cost estimates have been received from Duke Energy which includes design and equipment. The RFP process has begun and initial work should commence in March or April, 2022. The expected timeline for expenditures is as follows:

2021 - \$500,000  
 2022 - \$1,500,000  
 2023 - \$3,000,000  
 2024 - \$3,000,000  
 2025 - \$1,500,000

**\$9,500,000 – Estimated Project Total**

Submitted By:



Mayor William Queen

On behalf of North Redington Beach, Redington Beach and Redington Shores



**TOWN OF REDINGTON BEACH**  
**105-164th AVENUE**  
**REDINGTON BEACH, FL 33708**  
**PHONE: 727-391-3875**  
**FAX: 727-397-6911**  
**[www.townofredingtonbeach.com](http://www.townofredingtonbeach.com)**

June 17, 2022

Brian Lowack  
Pinellas County

Re: PIV Gulf Blvd Improvement Status Report

Below is the annual status report for the Town of Redington Beach:

- The few remaining crosswires, from the east side project, are in the process of being dropped.
- Permission for west side easements are being obtained.
- Actual work for the west side project is projected to begin in this calendar year.

Please let me know if you need any further information.

Regards,

Missy Clarke, CMC  
Town Clerk



Reply all | Delete | Junk | ...



# [BULK] RE: PIV Gulf Blvd Improvement Status Report



Mari Campbell <townclerk@townofnorthredingtonbeach.com>

Reply all |

PM

Lowack, Brian <blowack@co.pinellas.fl.us>

This message was sent with low importance.

**CAUTION:** This message has originated from outside of the organization. Do not click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.

Hi Brian. We won't have any reimbursement requests for this fiscal year. Mayor Queen said we may have \$500k next year.

Please let me know if you have further questions.

Have a great day!

*Mari Campbell  
Town Clerk*

*Town of North Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708  
727-391-4848 – Phone  
727-393-0803 – Fax*



"Florida has a broad public records laws. Most written communications to or from local officials regarding city business are public records and are available to the public and media upon request. Your e-mail communications may, therefore, be subject to public disclosure. Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing."

**From:** Lowack, Brian <blowack@co.pinellas.fl.us>

**Sent:** Friday, June 17, 2022 11:15 AM

Reply all |  Delete Junk | 



Thanks, Mari. I want to make sure OMB appropriates funds accordingly for the Gulf Blvd Undergrounding project so can you clarify what amount NRB intends to seek reimbursement for in remaining FY22 and FY23?

**Brian Lowack**

Assistant to the County Administrator  
Mid & South Unincorporated Pinellas,  
Intergovernmental Liaison  
315 Court St, Clearwater, FL 33756  
Office (727) 464-3485  
Cell (727) 480-5228  
[blowack@pinellascounty.org](mailto:blowack@pinellascounty.org)

Follow Pinellas County:



[www.pinellascounty.org](http://www.pinellascounty.org)

[Subscribe to county updates and news](#)

*All government correspondence is subject to the public records law.*

**From:** [townclerk@townofnorthredingtonbeach.com](mailto:townclerk@townofnorthredingtonbeach.com) <[townclerk@townofnorthredingtonbeach.com](mailto:townclerk@townofnorthredingtonbeach.com)>  
**Sent:** Friday, June 17, 2022 10:28 AM  
**To:** Lowack, Brian <[blowack@co.pinellas.fl.us](mailto:blowack@co.pinellas.fl.us)>  
**Subject:** RE: PIV Gulf Blvd Improvement Status Report

**CAUTION:** *This message has originated from outside of the organization. Do not click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.*

Hi Brian.

Per Mayor Queen:

- The few remaining crosswires, from the east side project, are in the process of being dropped.
- Permission for west side easements are being obtained.
- We will be using the full amount of the ARPA money for our portion of the west side project.
- Actual work for the west side project is projected to begin in this calendar year.

Please let me know if you need any further information.

Thank you.

Reply all |  Delete Junk | 

## Town Clerk

Town of North Redington Beach

190 173<sup>rd</sup> Avenue

North Redington Beach, FL 33708

727-391-4848 – Phone

727-393-0803 – Fax



"Florida has a broad public records laws. Most written communications to or from local officials regarding city business are public records and are available to the public and media upon request. Your e-mail communications may, therefore, be subject to public disclosure. Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing."

**From:** Lowack, Brian <[blowack@co.pinellas.fl.us](mailto:blowack@co.pinellas.fl.us)>

**Sent:** Friday, June 10, 2022 2:23 PM

**To:** Amy Davis <[adavis@mytreasureisland.org](mailto:adavis@mytreasureisland.org)>; Barbara Colucci <[clerkbelleairshore@gmail.com](mailto:clerkbelleairshore@gmail.com)>; Bonnie Dhonau <[bdhonau@myindianshores.com](mailto:bdhonau@myindianshores.com)>; Mari Campbell <[townclerk@townofnorthredingtonbeach.com](mailto:townclerk@townofnorthredingtonbeach.com)>; Missy Clarke <[townclerk@townofredingtonbeach.com](mailto:townclerk@townofredingtonbeach.com)>; Gregg Mims <[gmims@irbcity.com](mailto:gmims@irbcity.com)>; Jon Jennings <[jon.jennings@myclearwater.com](mailto:jon.jennings@myclearwater.com)>; Lynn Rives <[Lynn.Rives@CityofBelleairBeach.com](mailto:Lynn.Rives@CityofBelleairBeach.com)>; Mary Palmer <[townclerk@townofredingtonshores.com](mailto:townclerk@townofredingtonshores.com)>; Rey, Alex <[arey@stpetebeach.org](mailto:arey@stpetebeach.org)>; Robin Gomez <[rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov)>

**Cc:** Trainer, Jacqueline <[jtrainer@co.pinellas.fl.us](mailto:jtrainer@co.pinellas.fl.us)>

**Subject:** PIV Gulf Blvd Improvement Status Report

Per Section 3.B.2 "Cities Responsibilities" of the PIV Gulf Blvd Improvements Interlocal, no later than July 31 each year, each municipality is responsible for submitting an annual status report of the work being funded through this agreement (ILA language below). Please send your status report directly to me.

Reply all | Delete | Junk | ...



**a form acceptable to the County:**

- 1. Within 3 months of execution of this interlocal agreement I detailed work plan reflecting the intended projects, including timelines and anticipated expenditures by fiscal year; and**
- 2. Beginning in July 2021, not later than July 31 each year, a report that reflects the progress on each element of the work**

Please feel free to contact me with any questions you may have.

**Brian Lowack**

Assistant to the County Administrator  
Mid & South Unincorporated Pinellas,  
Intergovernmental Liaison  
315 Court St, Clearwater, FL 33756  
Office (727) 464-3485  
Cell (727) 480-5228  
[blowack@pinellascounty.org](mailto:blowack@pinellascounty.org)

Follow Pinellas County:



[www.pinellascounty.org](http://www.pinellascounty.org)

[Subscribe to county updates and news](#)

*All government correspondence is subject to the public records law.*

Download

Hide email



Something went wrong while the document preview was being created. Please try again later.

## Gulf Blvd Undergrounding Status Updates



Lowack, Brian <blowack@co.pinellas.fl.us>

\$ | v

Today, 10:29 AM

Town Clerk: Help Desk

Redingtons Combined R... 639 KB

Redington Beach.pdf 31 KB

[BULK] RE: PIV Gulf Blvd... 148 KB

3 attachments (818 KB) Download all

Tracy,

I have attached the original project report that was provided last year for the combined Redingtons undergrounding project. Additionally, for reference I have attached this year's status reports provided by Redington Beach and North Redington Beach.

Please let me know if you have any questions.

**Brian Lowack**  
Assistant to the County Administrator  
Mid & South Unincorporated Pinellas,  
Intergovernmental Liaison  
315 Court St, Clearwater, FL 33756  
Office (727) 464-3485  
Cell (727) 480-5228  
[blowack@pinellascounty.org](mailto:blowack@pinellascounty.org)

Follow Pinellas County:



[www.pinellascounty.org](http://www.pinellascounty.org)

[Subscribe to county updates and news](#)

All government correspondence is subject to the public records law.



# City of Seminole Fire Rescue

*Achieving Service Through Dedication*



Jeff Shoobridge  
Town Administrator  
Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, FL 33708

September 1, 2022

Dear Town Administrator Shoobridge,

Attached are the lists of Fire and Emergency Medical Service (EMS) responses to your Town for the month of August 2022. These lists are broken into both Emergency and Non-Emergency responses. The average response times in each category are noted at the end of the report.

The report is self explanatory with the exception of the type of Fire or Medical call referred to as "code". Only the codes which are reflected in this month's summary report are listed below.

- 
- There were zero (0) **Non-Emergency Fire** responses for this time period with a response time of N/A minutes.
  - There were five (5) **Emergency Fire** responses for this time period with an average response time of 7:29 minutes.

Code F52	Code for Fire Incident – Fire Alarm
Code FI	Code for Fire Incident – Minor Incident

- 
- There were five (5) **Non-Emergency EMS** responses for this time period with an average response time of 3:56 minutes.
  - There were twelve (12) **Emergency EMS** responses for this time period with an average response time of 4:09 minutes.

Code ME	Code for Medical Incident
---------	---------------------------

Should you have any questions regarding this report, please feel free to contact me at (727) 393-8711 ext. 217.

Sincerely,  
*Heather L. Burford*  
Fire Chief

REDINGTON SHORES NON-EMERGENCY FIRE RESPONSES  
DATES 08/01/22 THROUGH 08/31/22

RESP  
EXCLUDING

DSTATS.... DATE.... TIME.... CODE GRID. TRUCKS UNITS.... INVOLVED. COUNT...

No records listed.

REDINGTON SHORES EMERGENCY FIRE RESPONSES  
 DATES 08/01/22 THROUGH 08/31/22

DSTATS....	DATE....	TIME....	CODE	GRID.	TRUCKS	RESP EXCLUDING UNITS....	INVOLVED.	COUNT...
2127808	08/03/22	09:16:22	F52	531B	E31 T28 D29	00:07:22	00:26:28	1
2133655	08/13/22	08:42:59	F52	531B	E31 T29 D29	00:06:56	00:21:52	1
2138416	08/21/22	17:21:33	F52	531B	E31 T29 D29	00:07:37	00:19:07	1
2140242	08/24/22	18:51:21	FI	531B	E31	00:07:19	00:14:31	1
2142656	08/28/22	21:30:03	F52	547B	E31 D29 T29	00:08:11	00:56:55	1
						=====	=====	=====
5 records listed						00:07:29	00:27:46	5



REDINGTON SHORES NON-EMERGENCY MEDICAL RESPONSES  
 DATES 08/01/22 THROUGH 08/31/22

DSTATS....	DATE....	TIME....	CODE	GRID.	TRUCKS	RESP EXCLUDING UNITS....	INVOLVED.	COUNT...
2132909	08/11/22	20:10:07	ME	531B	S26	00:03:46	00:20:01	1
					968			
2133888	08/13/22	16:59:54	ME	531B	S26	00:04:15	00:24:47	1
					483			
2134287	08/14/22	10:54:04	ME	531B	S26	00:05:07	01:53:45	1
					493			
					PD1			
2137725	08/20/22	13:38:58	ME	547B	S26	00:03:00	00:29:33	1
					435			
					PD3			
2141418	08/26/22	18:17:27	ME	531B	S26	00:03:36	00:19:37	1
					943			
						=====	=====	=====
						00:03:56	00:41:32	5

5 records listed

REDINGTON SHORES EMERGENCY MEDICAL RESPONSES  
 DATES 08/01/22 THROUGH 08/31/22

DSTATS....	DATE....	TIME....	CODE	GRID.	TRUCKS	RESP EXCLUDING UNITS....	INVOLVED.	COUNT...
2126934	08/01/22	17:06:32	ME	548A	T28	00:07:53	00:29:43	1
					351			
					PD2			
2129336	08/05/22	20:40:07	ME	548A	S26	00:06:10	00:34:09	1
					443			
					346			
2129573	08/06/22	09:12:32	ME	548A	T25	00:05:11	00:17:10	1
					472			
					PD1			
2131140	08/08/22	18:49:06	ME	547B	ME26	00:03:15	00:36:27	1
					347			
					PD1			
					438			
2132274	08/10/22	17:43:32	ME	531B	S26	00:02:39	00:33:53	1
					438			
2133177	08/12/22	11:24:44	ME	531B	T25	00:00:56	01:40:15	1
					471			
					933			
2133350	08/12/22	17:22:32	MS	531B	S26	00:00:17	00:06:29	1
2135516	08/16/22	16:32:08	ME	548A	T25	00:06:49	00:34:15	1
					957			
2137751	08/20/22	14:27:31	ME	531B	S26	00:03:11	00:20:01	1
					990			
2138275	08/21/22	13:08:58	ME	531B	S26	00:03:19	00:31:23	1
					481			
2138661	08/22/22	06:07:12	ME	531B	S26	00:03:06	00:24:10	1
					469			
2139048	08/22/22	18:04:51	ME	531B	T28	00:07:05	00:20:46	1
					PD1			
					350			

=====  
 00:04:09    00:32:23    12

12 records listed