



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
REGULAR MEETING
WEDNESDAY, MAY 14, 2025 - 6:00 P.M.**

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. CONSENT AGENDA

1. **MINUTES** – Approval of: Special Meeting – April 30, 2025, Workshop – April 30, 2025

E. APPEARANCES AND PRESENTATIONS

1. Chief Clint Belk, Madeira Beach Fire Rescue Update
2. Chief Bill Schobel, Seminole Fire Rescue Update
3. Chief Rick Swan, Indian Shores PD Update
4. Rob Peebles, Building Department Update

F. OLD BUSINESS

1. Unfit Structures

G. NEW BUSINESS

1. SafeBuilt Contract
2. Tidal Basin Contract Ratification
3. ORD 2025-01 Amending the Code Regarding Permit Fees – 1st Reading
4. RES 01-2025 Adoption of the LMS 5-Year Plan
5. Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination
6. Interim Town Administrator Compensation
7. Library Board Alternate

H. COMMISSION REPORTS

1. Commissioner Harr – District 1
2. Commissioner Hoyt – District 2
3. Commissioner Maynard – District 4
4. Vice Mayor Commissioner Schoos – District 3
5. Mayor Kapper
6. Town Attorney
7. Public Works Department
8. Town Administrator

I. MISCELLANEOUS

Workshop Meeting – Wednesday, May 28, 2025 – 6:00 P.M.

Regular Meeting – Wednesday, June 11, 2025 – 6:00 P.M.

J. PUBLIC COMMENT (*Items not previously discussed on this agenda. Limited to 3 minutes.*)

K. ADJOURNMENT

Pursuant to Florida Statutes § 286.0105, if any person or entity decides to appeal any decision made on any matter considered at any meeting or hearing of any Redington Shores Board or Commission, he, she or it will need a record of the proceedings and, for such purpose, he, she or it may need to ensure that a verbatim record of the proceedings is made, which record includes the legal arguments, testimony, and evidence upon which the appeal is to be based.

ITEM D.1.



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
SPECIAL MEETING
WEDNESDAY, APRIL 30, 2025
MINUTES**

A **Special Meeting** of the Board of Commissioners of the Town of Redington Shores, Florida, was convened at 6:00 p.m.

Members Present: Mayor Commissioner Tom Kapper, Vice Mayor Commissioner Erin Schoos, Commissioner Larry Maynard

Members Absent: Commissioner CJ Hoyt

Other Municipal Officials Present: Town Clerk Margaret Carey, Deputy Clerk Melissa Fultz, Town Attorney Rob Eschenfelder, Building Official Rob Peebles, Public Works Supervisor Mike Pafumi, Chief of Police Rick Swann (ISPD), Lt. Dan Doherty (ISPD), Division Chief Rob Williams (Seminole Fire).

1. **ROLL CALL BY THE TOWN CLERK**
2. **APPEARANCES AND PRESENTATIONS – none.**
3. **OLD BUSINESS – none.**
4. **NEW BUSINESS**

a. DISTRICT 1 COMMISSIONER

Clerk Carey informed that two residents had expressed interest in the District 1 Commissioner seat, Mr. Douglas Harr and Mr. Bryan Sykes. Clerk Carey noted Mr. Sykes was unable to attend, but Mr. Harr was present to introduce himself.

Mr. Harr stated he has been a resident of Redington Shores since 2011, and he is a former insurance company founder that has since sold his business. He expressed interest in bringing his professional experience to provide public service to the Town.

Clerk Carey noted Mr. Sykes had submitted a letter expressing his interest in serving the Town though he was unable to be in attendance to the meeting.

Public comments were requested prior to the selection of the Commissioner. Resident Colleen Woodburn asked the Commission if any members had spoken to either candidate.

Commissioner Maynard said he had spoken with Mr. Harr, and he was pleased with the responses to his questions. Commissioner Maynard noted he was unable to reach Mr. Sykes.

Mayor Kapper noted he had spoken with Mr. Harr and has known him personally as his neighbor. He stated Mr. Harr had expressed his interest in serving as Commissioner for the Town. Mayor Kapper was unable to speak with Mr. Sykes.

Vice Mayor Schoos stated she had spoken with her constituents and was impressed with Mr. Harr.

Commissioner Maynard made a motion to nominate Mr. Harr for Commissioner of District 1. Vice Mayor Schoos seconded. All were in favor.

Mr. Harr was sworn in as Commissioner of District 1 by Attorney Eschenfelder.

5. MISCELLANEOUS

Chief Swann noted the Hurricane Awareness and Preparation Meeting scheduled for Wednesday, May 7, 2025, at 5:00 p.m. at Indian Shores Community Center, Fourth Floor.

6. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 6:08 p.m.

Respectfully submitted,

Margaret Carey
Town Clerk

Date Approved by Board of Commissioners



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
WORKSHOP MEETING
WEDNESDAY, APRIL 30, 2025
MINUTES**

A **Workshop Meeting** of the Board of Commissioners of the Town of Redington Shores, Florida, was convened at 6:09 p.m.

Members Present: Mayor Commissioner Tom Kapper, Vice Mayor Commissioner Erin Schoos, Commissioner Larry Maynard

Members Absent: Commissioner CJ Hoyt

Other Municipal Officials Present: Town Clerk Margaret Carey, Deputy Clerk Melissa Fultz, Town Attorney Rob Eschenfelder, Building Official Rob Peebles, Public Works Supervisor Mike Pafumi, Chief of Police Rick Swann (ISPD), Lt. Dan Doherty (ISPD), Division Chief Rob Williams (Seminole Fire).

1. **ROLL CALL BY THE TOWN CLERK**
2. **APPEARANCES AND PRESENTATIONS – none.**
3. **OLD BUSINESS**

a. PERMIT FINES AND FEES

Clerk Carey recalled the proposed Town ordinance 2025-01 from April 8, 2025, Commission Meeting that was tabled for further discussion. The ordinance proposed would waive permit fines and fees. Commissioners were interested to know if other municipalities suspended permit fees or charged fines. In response, Clerk Carey and intern Rafael Soto conducted a survey of the 11 Barrier Island Governmental Council (BIG-C) towns as well as Pinellas County.

The results of the survey were published in the meeting packet, with Clerk Carey noting that 9 of the 12 municipalities surveyed waved all or part of their fees for six months. She noted Redington Beach, North Redington Beach, and Redington Shores did not waive fees. Redington Shores and Madeira Beach had the highest revenue collected for fees.

Mayor Kapper stated he would like to establish a process for the next emergency storm recovery.

Commissioner Maynard expressed concern for homeowners with fines that had medical emergencies. Additionally, he believed a state statute addressed fines and fees and asked the Town Attorney, Mr. Eschenfelder, to review.

Mr. Eschenfelder confirmed the Town followed all state statutes.

Commissioner Schoos thanked Clerk Carey for her efforts to secure the survey information. Additionally, she inquired about the emergency ordinances to include clarification of mailed notices after emergency responses prior to assessing fines.

Mayor Kapper inquired about Town reserves and where funds would come from if not utilizing fees.

Building Official Mr. Peebles informed the accounting team had reviewed the figures and the building department's expenses of \$300,000 had equated to the total amount collected in fees and fines. He noted that if fees were not collected, the Town would have had to utilize its reserves, also stating that future storm impacts would need to be considered.

Mayor Kapper inquired how other municipalities, especially smaller towns, were able to waive fees.

Clerk Carey informed other municipalities had waived fees for six months, but that period had ended. When conducting the survey, the question was asked how other towns planned to recuperate losses, and answers varied from no plans, to taking the loss, or applying for FEMA assistance, but none of the other towns had established a protocol at this time.

Commissioner Schoos questioned options aside from collecting fees, and if raising property taxes would be fair to those that were not impacted directly by storm damage.

Mayor Kapper inquired if Attorney Eschenfelder had experience in other municipalities waving fees. Mr. Eschenfelder noted his firm represents multiple municipalities in Pinellas County, and smaller towns needed to act prudently with their reserves for a potential lack of outside revenue. He advised establishing dedicated contingency funds in the upcoming budget for building department permit fees for emergencies.

Clerk Carey noted that the next regular Commission meeting will address the SafeBuilt contract, where permit fees are structured as part of their contract. If fees are not obtained, then SafeBuilt would be hourly and potentially more expensive for the Town. She indicated more research is needed.

Commissioner Maynard inquired if fees were waved from the onset of storm recovery, would the \$300,000 expense for the building department have been the same. Mr. Peebles informed him yes. Commissioner Maynard compared Indian Shores building department noting they did not charge fees, and Mr. Peebles noted Indian Shores has 100 buildings, whereas Redington Shores has 700.

Mr. Peebles noted the current SafeBuilt contract is hourly as it is not a permanent contract.

Commissioner Schoos asked Mr. Eschenfelder if fines collected are used directly by the building department, to which he confirmed yes, everything collected by the building department goes directly back into the operating budget for that department.

The floor was opened to the public for comment.

PUBLIC COMMENT

Christy Herig	Building Department collections for Redington Beach and Redington Shores total \$500,000, while expenses totaled \$300,000. She noted she believed the Town reserves were between \$10,000,000 and \$11,000,000. She believed a contingency budget was required to be spent in full on an annual basis. She believed the Town should not be charging fines of five times the permit fee.
Colleen Woodburn	She suggested removing the permit fees for the Interior Demolition permit fee of \$39 when a national disaster is declared for a period of six months to encourage more participation in remediation. She also suggested making the fines two times the permit fees.

Don Wallarab	He filed for a permit in November but waited as long as possible before building back without a permit for his medically ill wife. He does not believe he should be fined five times the permit fees.
Peter Perry	Mr. Perry noted he is a representative for SafeBuilt, and public comments were being considered.
Peter Stueckemann	He is not in favor of waving permit fees for the building department. He explained his experience and noted the confusion in the after the fact permits.

Discussion continued between commissioners and Mr. Eschenfelder on terms of exceptions to fines and fees. An ordinance is being reviewed to address medical exceptions and will be reviewed at a future regular meeting, and it was suggested the budget be reviewed for future emergencies.

4. NEW BUSINESS

a. CODE ENFORCEMENT OF UNFIT STRUCTURES

Mr. Peebles addressed the need to review structures that have not been mitigated since the damage from hurricanes Helene and Milton. He proposed sending a letter to residents to protect public health and safety, citing fire and mold hazards. He noted 140 structures have not been issued permits for remediation that were one-story structures. He requested the dangerous levels of structural damage be addressed by June 1, 2025. He noted that permit applications were his request by that date.

Commissioner Schoos asked if that was the standard practice being followed by Pinellas County. Mr. Peebles believed yes.

Chief Swann believed fines were a deterrent for residents to comply.

PUBLIC COMMENT

Loretta Fricks	She informed that her friends and neighbors have commented on phone calls not being answered by the building department. She asked if a dedicated email and phone number were available for the building department.
Colleen Woodburn	She wanted to clarify that there are 140 residents out of 700 that have not applied to permits. She suggested modifying the tone of the letter.
Julie Newer	She is willing to volunteer for public outreach.
Ken Smith	He noted that landlords are rebuilding without permits or contractors.

Discussion continued with commissioners and Mr. Peebles regarding the details of the letter to residents. Mr. Peebles asked for confirmation from the Town attorney that a letter can be sent to which he said yes, it is in accordance with his authority to send it.

b. PROJECT MANAGER POSITION DISCUSSION

Mayor Kapper suggested a Project Manager could replace the previous Town Administrator role and opened the floor for discussion. Commissioner Maynard suggested Clerk Carey would be the ideal candidate to fulfill that role with her experience and background. He suggested a 12-month trial period for her to serve in that capacity.

Commissioner Schoos agreed she would support Clerk Carey to serve as Interim Town

Administrator. She asked for clarification in the role of Project Manager.

Commissioner Maynard said he would like to make a motion to approve Clerk Carey for Interim Town Administrator/Project Manager. It was noted that discussion will be tabled for vote at a future regular meeting.

Mr. Eschenfelder noted the Town code provides for employees to serve in interim roles and discussed the process of selecting a new Town Administrator or Project Manager that needs further clarification. Commissioners agreed they will table this discussion for a regular future meeting.

PUBLIC COMMENT

Christy Herig	She believed that the failures with the two previous Town Administrators were HR problems, that the Town did not review them. She suggested the Commission take responsibility for their oversight.
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c. **ADMINISTRATIVE PROCESS DISCUSSION**

Clerk Carey informed the Commission she has been serving as the acting Town Administrator and she and her team are confident that they are serving the Town well. She has assembled a great team, and she provides weekly updates for the Commissioners and would like to clarify her administrative process.

The Commission confirmed that as the Interim Town Administrator she has the decision-making authority to approve projects and act on the Town's behalf. Mr. Eschenfelder confirmed that she has Town Administrator authority to approve projects and make decisions as within the procurement code.

Commissioner Schoos thanked Clerk Carey for her role in the Town and all she is accomplishing.

The floor was opened to the public and no further comments ensued.

d. **SEWER REPAIRS**

Clerk Carey and Public Works Supervisor Pafumi described two projects that are in emergency need for repair. The lateral lines that need repair are on the Town property and have been impacted by construction conducted by Frontier. There are current contracts for pipe repair with Atlantic Pipe that are effective through 2026. Repairs are being reviewed for the Capital Improvement Plan as well.

Mr. Pafumi noted there are approximately 10 lines with 350 laterals that need to be completed.

Mayor Kapper inquired if the Town had the budget for the repairs for which Clerk Carey and Mr. Pafumi confirmed yes.

PUBLIC COMMENT

Christy Herig	She believes Frontier should pay for the pipe repair.
Gail Conroy	Code enforcement ticketed her property.
Christy Herig	Nature's Beach – tree trimming is becoming an issue.
Jennie Blackburn	Will the process for Town Administrator be addressed at the next meeting?

5. MISCELLANEOUS

Regular Meeting- Wednesday, May 14, 2025 – 6:00 P.M.

Workshop Meeting- Wednesday, May 28, 2025 – 6:00 P.M.

6. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 7:42 p.m.

Respectfully submitted,

Margaret Carey
Town Clerk

Date Approved by Board of Commissioners

ITEM E.1.



CITY OF MADEIRA BEACH
250 MUNICIPAL DRIVE • MADEIRA BEACH, FLORIDA 33708

May 1, 2025

Mayor Tom Kapper
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708

Dear Mayor Kapper,

For your review and consideration is the monthly report for April 2025.

SINGLE DEPARTMENT CALLS

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	TOTAL # OF SINGLE UNIT CALLS
Medical Incident	2	0	18	20
Fire Incident	0	0	1	1
Fire Incident Special	0	1	4	5
Support Incident (Fire)	0	0	1	1
Fire Alarm	0	1	1	1
Special	0	1	2	3
				TOTAL 31

MULTI-DEPARTMENT CALLS

TYPE OF CALL	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	LEALMAN	TOTAL # OF MULTI UNIT CALLS
Fire Alarm	5	5	5	1	5
Motor Vehicle Crash/Extrication	0	1	1	0	1
Rescue Incident	1	0	1	0	1
Structure Fire	1	1	1	0	1
					TOTAL 8

GRAND TOTALS

	MADEIRA BEACH	SEMINOLE	PINELLAS SUNCOAST	LEALMAN	TOTAL
TOTAL RESPONSES BY DEPARTMENT	9	10	35	1	55
					TOTAL EMERGENCY CALLS 39

If we may be of further assistance, please feel free to call our office.

Sincerely,
Trish Eaton
Assistant to the Fire Chief

ITEM E.2.



City of Seminole Fire Rescue

Achieving Service Through Dedication



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

May 1st, 2025

Dear Town Administrator,

Attached are the lists of Fire and Emergency Medical Service (EMS) responses to your Town for the month of April 2025.

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 Eighteen (18) **Emergency Fire** responses for this time period with an average response time of 4:08 minutes.

Code F52	Code for Fire Incident/Fire Alarm
Code FIS	Elevator Rescue
Code FI	Outside Fire/Electrical hazard (Outside)
Code S	Fire Alarm Test
Code E77	MVC w/ Extrication
Code M69	Structure Fire

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- There were Twenty (20) **Emergency EMS** responses for this time period with an average response time of 4:20 minutes.

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

Sincerely,
William Schobel
Fire Chief

Prior Calls Search Results... 38 Calls Found- WorkID: 0887773

Avg. Response: 00:04:08 -- Avg. Turnout: 00:00:48 -- Avg. ALS Response:

00:04:20 -- Avg. BLS Response: 00:05:13 -- Avg. Involved: 00:33:44

Criteria Used

Date Range Searched: 04/01/2025 to 05/01/2025

Municipality: REDINGTON SHORES

Incident	Date	Location	Code	Nature
5054202	04/03/2025		ME	17-FALLS
5054203	04/03/2025		ME	32U-UNKNOWN PROBLEM
5055363	04/05/2025		ME	31-UNCONSCIOUS / FAINTING (NEAR)
5055600	04/05/2025		ME	1-ABDOMINAL PAIN
5057162	04/08/2025		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5057954	04/10/2025		ME	31-UNCONSCIOUS / FAINTING (NEAR)
5058828	04/11/2025		F52	52-FIRE ALARM
5058859	04/11/2025		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5059416	04/12/2025		ME	31-UNCONSCIOUS / FAINTING (NEAR)
5059437	04/12/2025		ME	23O-OVERDOSE
5059525	04/12/2025		ME	30-TRAUMATIC INJURIES
5059614	04/13/2025		ME	10-CHEST PAINS
5059849	04/13/2025		ME	26-SICK PERSON
5060017	04/13/2025		F52	52-FIRE ALARM
5060233	04/14/2025		ME	26-SICK PERSON
5060333	04/14/2025		M69	69M-STRUCTURE FIRE
5061619	04/16/2025		RI	77-MOTOR VEHICLE COLLISION
5062192	04/17/2025		ME	13-DIABETIC PROBLEMS
5062687	04/18/2025		ME	21L-LACERATION
5062859	04/18/2025		ME	1-ABDOMINAL PAIN
5063403	04/19/2025		FI	82-VEGETATION/WILDLAND/BRUSH/GRAS
5063477	04/19/2025		F52	52-FIRE ALARM
5063634	04/20/2025		ME	19-HEART PROBLEMS
5063802	04/20/2025		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5064570	04/21/2025		F52	52-FIRE ALARM
5064987	04/22/2025		E77	77E-MVC POSSIBLE EXTRICATION
5065050	04/22/2025		FS	53F-CITIZEN ASSIST (FIRE)
5065138	04/22/2025		ME	17-FALLS
5065627	04/23/2025		F52	52-FIRE ALARM
5065675	04/23/2025		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5065982	04/24/2025		S	AT-FIRE ALARM TEST
5066645	04/25/2025		FIS	56-ELEVATOR (ESCALATOR) RESCUE
5066899	04/25/2025		ME	21H-HEMORRHAGE
5067136	04/26/2025		ME	26-SICK PERSON
5067967	04/27/2025		ME	26-SICK PERSON
5068905	04/29/2025		F52	52-FIRE ALARM
5068961	04/29/2025		ME	26-SICK PERSON
5069498	04/30/2025		F52	52-FIRE ALARM

ITEM F.1.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Administrator/Town Clerk
Re: Unfit Structures

At the April 30, 2025 Workshop, this item was presented to the Commission and was approved to proceed. The process outlined below follows the established Town Code. Commissioner Hoyt has requested this item return for discussion due to the number of residents who have applied for the Elevate Florida program.

June 1, 2025 marks the beginning of our 2025 hurricane season and is 8 months post-Milton. To remain consistent with other local communities it is time to begin working on Code Compliance cases where NO PERMITS have been requested for storm mitigation.

Failure to obtain a permit indicates one of two things:

1. Home has been restored without permit or inspection
2. Home not been mitigated

Restoration of the home without permit or inspection poses a risk to the Town and the public. These homes may contain fire hazard due to faulty or damaged electrical wiring or devices. They may also contain molds, mildews, or bacteria on or in the walls, creating a biohazard. Failure to mitigate framing members damaged by termites or replacing damaged members incorrectly may create future structural damage. Failure to mitigate the storm damage is similar to doing work without a permit. Molds, mildews and bacteria grow quickly in the warmer months. Electric wiring will corrode then arc, creating a fire hazard.

The Building Official has reviewed the full list of homes with no permit application. All homes that are already NFIP compliant have been removed from the list. Homes without living space below the Base Flood Elevation are considered NFIP compliant.

A courtesy letter (example attached) is the first step in beginning the process to make these homes safe. We will send the letters out immediately. On June 1st we will look at all homes that have not responded to the letter. Homes that have had NO MITIGATION will begin the compliance process as outlined in our Town Code. We will follow each step of the code until compliance is achieved. Homes that have been restored without permit will be given every opportunity to come into compliance before we begin the aforementioned process.



Town of
Redington Shores
Nature's Beach

May 15, 2025

<First Name> <Last Name>

<Mailing address>

<Mailing City>, <Mailing State> <Mailing Zip>

Dear Resident:

In 2024, Hurricanes Helene and Milton caused damage to virtually every building in our town. Your home **<Full_Street_Address>** sustained damage and to date there has been no action to make your home safe, secure or sanitary. This is hazardous to you and to our community. We understand addressing this matter can seem difficult, but ***we have staff here to help you.*** You must take necessary steps to begin the remediation of your structure by June 15, 2025.

Failure to bring your home into compliance with Town of Redington Shores building codes (Article III of Chapter 103) will result in further steps to deem the property unfit and unsafe. Following that determination, an initial notice of violation (*stating the requirements to secure or repair, and/or an initial notice of condemnation/order to demolish requiring demolition and removal*) will be delivered to the owner of record and other interested parties as set forth in section 103-74.

To avoid these actions, please contact the Town Building Department immediately in person, by phone at 727-397-5538 or by email: bldgdept@redshoresfl.com to begin the permitting process to bring your home into compliance. ***We want to work with residents to build back our community.***

Best regards,

Rob Peebles
Building Official
Town of Redington Shores

ITEM G.1.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Administrator/Town Clerk
Re: SAFEbuilt Contract for Building Department Services

BACKGROUND

Currently the Town is contracted with SAFEbuilt through an (emergency) consultant contract with M.T. Causley, LLC for Building Official support services. That contract was signed on 11-20-2024 by Mayor Hendrickson in response to Hurricanes Helene and Milton and our own internal staffing situation. The original agreement is attached.

Regarding our Permit Technicians, SAFEbuilt is currently providing 1 Permit Technician. The other 2 Permit Technicians are contracted through Tidal Basin. That contract, which will be discussed next, expires 4-4-2025.

Redington Shores is also still participating in an interlocal agreement with the Town of Redington Beach, so this (and future) agreements will include building services for Redington Beach as well (as long as the interlocal agreement is in place.) That interlocal agreement continues until either party terminates with a 90-day notice.

FEE STRUCTURE: Paid hourly according to Exhibit B – Fee Schedule

TERM: The Term of this agreement is 12 months (12-20-2025) and it automatically renews if not terminated.

TERMINATION: 90-day written notice by either party.

CURRENT SITUATION

Under the previous Administrator, talks began with SAFEbuilt to transition to a non-emergency agreement. The most notable differences between the 2 contracts are (1.) how our fee is paid to SAFEbuilt, (2.) location of staff, and (3) permit fees charged to our residents. The new fee structure is based upon permit fee costs. SAFEbuilt retains 100% of permit fees as payment. Additionally, building department staff will be working out of the SAFEbuilt building in Redington Shores. The proposed agreement is attached.

I reached out to SAFEbuilt with concerns that were raised with the proposed contract. To date, I have not received a response. Here are the top concerns:

- **Adopting the County Fee Schedule** – Attorney Eschenfelder advised that simply adopting a fee schedule to match another fee schedule is a violation of the State Statute that defines how fees are to be determined. The Town does not wish to change its fee schedule.
- **Transition Period** – The contract should identify a specific transition period that identifies logistical measures which must be taken to ensure an orderly transition (with staff relocation and software program). This is especially necessary to coordinate with the Tidal Basin contract that expires 4-4-2025.
- **Additional Services** – The Town must be notified ahead of time what, if any, additional services would be required. Are any of those services expected to be needed at the time of signing? And for what time period?
- **Housing and Meals for Relocated Staff** – In the event relocated staff are required, the Town does not wish to pay for housing and meals.

CONSIDERATIONS

- Does the Commission wish to retain SAFEbuilt? If so, with the current agreement or the new/proposed contract?
- Does the Commission have comments/concerns with the proposed contract?
- Does the Town wish to continue the Interlocal agreement with Redington Beach?

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

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Redington Shores, Florida, a Florida municipal corporation ("Municipality") and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, on October 9, 2024, Hurricane Milton made landfall near Siesta Key, Florida, causing severe flooding and significant wind damage; leaving the city littered with debris; creating a public safety hazard with significant travel implications delaying emergency services; and

WHEREAS, as a result of Hurricane Milton, there are Emergency conditions which have resulted in an unexpected and unusually dangerous situation that calls for immediate action, including an urgent need for assistance and relief in regards to building inspections; and

WHEREAS, Municipality has determined that the aforementioned emergency conditions constitute a threat to the health, safety and welfare of the Municipality's residents and employees that does not permit a delay resulting from competitive solicitation of disaster response services; and

WHEREAS, Municipality, in accordance with Section 252.38, Florida Statutes, declared a State of Local Emergency on 10-7-2024, which is still in effect; and

WHEREAS, Municipality desires to utilize the services of independent inspectors and plan examiners to provide emergency assessment services to its Building Department on an as-needed basis; and

WHEREAS, Municipality has reviewed the rates included herein and has determined they are a fair price for the services to be provided.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree that:

1. SCOPE OF SERVICES

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

2. CHANGES TO SCOPE OF SERVICES

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

3. FEE STRUCTURE

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

4. INVOICE & PAYMENT STRUCTURE

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

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

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

7. FISCAL NON-APPROPRIATION CLAUSE

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

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar

services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

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

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

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

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

15. THIRD PARTY RELIANCE

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

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

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

18. CONFIDENTIALITY

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

19. CONSULTANT PERSONNEL

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

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government,

setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

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

If to Municipality:

Mike McGlothlin
Town of Redington Shores
17425 Gulf Boulevard
Redington Shores, FL 33708
Email: townadmin@redshoresfl.com

If to Consultant:

Matthew K. Causley
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

CC: Jessica Adkins, Account Manager
jadkins@safebuilt.com

Billing Purposes:
PO Box 919903
Orlando, FL 32891-9903

24. FORCE MAJEURE

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

25. DISPUTE RESOLUTION

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

26. ATTORNEY'S FEES

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

27. AUTHORITY TO EXECUTE

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

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

30. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Code of Ethics and investigation and/or audit by the Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

31. PUBLIC RECORDS

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

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.

- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT MARGARET CAREY, THE CUSTODIAN OF PUBLIC RECORDS AT 17425 GULF BLVD, REDINGTON SHORES, FL 33708, PHONE: (727) 397-5538, FAX: (727) 392-9470, EMAIL: INFO@TOWNOFREDINGTONSHORES.COM.**

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

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

34. ELECTRONIC REPRESENTATIONS AND RECORDS

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

35. WAIVER

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

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Any previous Professional Services Agreements executed by the Parties for services similar to those provided by this Agreement shall be null and void upon the execution of this Agreement. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

M.T. CAUSLEY, LLC
Matthew K.
By: Causley
Name: Matthew K. Causley
Title: Chief Administrative Officer
Date: October 18, 2024

Digitally signed by
Matthew K. Causley
Date: 2024.10.18
10:03:31 -04'00'

TOWN OF REDINGTON SHORES, FLORIDA
By: Lisa Hendrickson
Name: Lisa Hendrickson
Title: Mayor
Date: 11-20-2024

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, & Mechanical Inspection Services

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

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- Determine whether structures are safe for use or if entry should be restricted or prohibited
- Post the structure with the appropriate placard
- Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
- Track all hours and expenses for reimbursement from federal agencies when appropriate
- Survey construction sites for control of debris hazards
- Coordinate emergency permitting procedures

Reporting Services

- Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays

- Services will be performed on an as-requested basis
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email

Deliverables	
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD HOURLY RATE*
Building Official	\$135.00 per hour, one (1) hour minimum
Building Inspections	\$120.00 per hour, one (1) hour minimum
Damage Assessment Inspections	\$120.00 per hour, one (1) hour minimum
Client reserves the right to invoice Municipality for lodging and meals in the event staff from other areas are relocated to assist Municipality	
ADDITIONAL SERVICES	
Plan Review Services	\$120.00 per hour
Permit Technician Services	\$75.00 per hour
Floodplain Management/Substantial Damage Plan Review	\$135.00 per hour

Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.

Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.

Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.



Town of
Redington Shores
Nature's Beach

Date: November 20, 2024
To: Board of Commissioners
From: Mike McGlothlin, Town Administrator
Re: Town of Redington Shores Building Department Management

As you are aware, earlier in 2024 the Town of Redington Shores Building Department underwent a significant change in staffing a full-time Building Official position instead of continuing with the contractual relationship with a service provider that was in place at the time. Plans for growth of the Building Department were discussed at the outset and, prior to the arrival of Hurricanes Helene and Milton, staff were in the process of planning for bringing onboard an additional Permit Technician and Inspector to keep up with the service level demands of also providing Building Department services to the Town of Redington Beach.

During recovery operations related to these two hurricanes the Building Department was negatively impacted by the personnel loss of our full-time Building Official when he became injured to the point of being placed on sick leave, and as of now, we do not have an expected due date for his return. This unexpected happenstance caused me to have to secure an emergency professional services agreement from M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, to restructure the Building Department for not only providing Building Official and Inspector services but to also fully support our lone Permit Technician. (See attached copy of the Professional Service Agreement)

Considering the totality of our present circumstances, our primary objective now is to immediately take steps to make our Building Department fully operational to adequately meet the needs of both communities. Of course, this was always our goal, but with the unfortunate hit from Hurricanes Helene and Milton, our new day-to-day demands have been amplified with the recovery efforts following two major storms. To that end, my recommendation is to continue with the retention of M.T. Causley, LLC, for the ancillary Building Department services, as opposed to keeping the full-time Building Official management model for the Building

Department—until such time that the Board of Commissioners wishes to revisit the concept of returning to the prior model.

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

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Redington Shores, Florida, a Florida municipal corporation ("Municipality") and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

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

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

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

1. SCOPE OF SERVICES

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

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

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

3. FEE STRUCTURE

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

4. INVOICE & PAYMENT STRUCTURE

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

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

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

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

7. FISCAL NON-APPROPRIATION CLAUSE

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

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information

technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

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

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

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF

ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 14, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

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

15. THIRD PARTY RELIANCE

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

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this

Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

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

18. CONFIDENTIALITY

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

19. CONSULTANT PERSONNEL

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

20. DISCRIMINATION & ADA COMPLIANCE

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

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services

pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

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

If to Municipality:

Tom Kapper
Town of Redington Shores
17425 Gulf Boulevard
Redington Shores, FL 33708
Email: mayor@redshoresfl.com

If to Consultant:

Matthew K. Causley
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

CC: Peter Perry, Account Manager
pperry@safebuilt.com

24. FORCE MAJEURE

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

25. DISPUTE RESOLUTION

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

26. ATTORNEY'S FEES

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

27. AUTHORITY TO EXECUTE

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

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

30. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Code of Ethics and investigation and/or audit by the Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

31. PUBLIC RECORDS

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

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT MARGARET CAREY, THE CUSTODIAN OF PUBLIC RECORDS AT 17425 GULF BLVD, REDINGTON SHORES,**

**FL 33708, PHONE: (727) 397-5538, FAX: (727) 392-9470, EMAIL:
INFO@TOWNOFREDINGTONSHORES.COM.**

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

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

34. ELECTRONIC REPRESENTATIONS AND RECORDS

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

35. WAIVER

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

36. ENTIRE AGREEMENT

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

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

M.T. CAUSLEY, LLC

Matthew K.

By: Causley

Digitally signed by
Matthew K. Causley
Date: 2025.04.14
12:43:37 -04'00'

Name: Matthew K. Causley

Title: President

Date: April 14, 2025

TOWN OF REDINGTON SHORES, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, & Mechanical Inspection Services

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

Plan Review Services

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

Permit Technician Services

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

Reporting Services

- Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. ADDITIONAL SERVICES UPON MUNICIPALITY REQUEST

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- Determine whether structures are safe for use or if entry should be restricted or prohibited
- Post the structure with the appropriate placard
- Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
- Track all hours and expenses for reimbursement from federal agencies when appropriate
- Survey construction sites for control of debris hazards
- Coordinate emergency permitting procedures

3. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- Provide Community Core in accordance with the terms and conditions of Exhibit C.

4. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available at the Consultant's hub office during mutually agreed upon hours
- Permit Technician will be on-site (hub office) during office hours
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) can be on-site weekly based on activity levels
- Consultant representative(s) can be available by phone and email
- Consultant representative(s) can meet with the public by appointment

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	10 business days	10 business days or less
	– Multi-family within	10 business days	10 business days or less
	– Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	– Large commercial within	20 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. In the event that the increase in the CPI for the relevant period exceeds 4%, the exceedance shall carry over to the next and subsequent calendar years and, subject to the 4% annual cap, hourly and flat rates shall be increased by the amount of the exceedance and any increase during the preceding period. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD HOURLY RATE*
Building Department Services Includes:	100% of permit fees (County current fee schedule)
– Building Official	
– Plan Review	
– Inspections	
– Permit Technician	

CommunityCore Software – maximum 3 users \$0

ADDITIONAL SERVICES UPON MUNICIPALITY REQUEST

Damage Assessment Plan Review Services**	\$120.00 per hour – two (2) hour minimum
Damage Assessment Inspection Services**	\$120.00 per hour – two (2) hour minimum
Building Official Services/Floodplain	\$135.00 per hour - two (2) hour minimum
Meeting Beyond Business Hours	\$135.00 per hour
Permit Technician	\$85.00 per hour – two (2) hour minimum
CommunityCore Software – 4+ users	\$1,500.00 per year

Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.

Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.

Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.

**Applicable to staff relocated from other areas to assist Municipality with damage assessment. Consultant also reserves the right to invoice Municipality for lodging and meals for relocated staff.

ITEM G.2.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Administrator/Town Clerk
Re: Tidal Basin Contract

FEMA mission 1206 provided funding for municipalities in the wake of hurricanes Helene and Milton. The 1206 mission expiration per Federal Law is 180 days from the event, 4/8/2025. Pinellas county contracted with Tidal Basin through the 1206 mission and Redington Shores used that Tidal Basin contract to request temporary Permit Technicians. The Town lost funding for 4 of our 5 permit technicians on 4/8/2025. To address this need, the Administrator signed a 90-day agreement with Tidal Basin on April 4, 2025 for Emergency Services.

Now that agreement needs to be ratified by the Commission.

Highlights of the agreement:

- TERM: April 9, 2025 – July 8, 2025 (90 days) with option to renew
- COST: Not to exceed \$414,640.00 (4 staff at \$155/hr.)
- TERMINATION: 30-day notice



Emergency Professional Services Agreement General Terms and Conditions

This **Emergency Professional Services Agreement** ("Agreement") is dated April 9, 2025, by and between **Tidal Basin Government Consulting, LLC** ("Consultant" or "Contractor"), with offices at **126 Business Park Drive, Utica, NY**, and the undersigned **Town of Redington Shores**, with offices at **17425 Gulf Blvd., Redington Shores, FL 33708** (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for ninety (90) days commencing on April 9, 2025, and valid until July 8, 2025, with the option to renew in accordance with extensions of the applicable Emergency Declaration and upon mutual agreement of the Parties. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto.

3. INDEPENDENT CONTRACTOR

The parties intend and agree that Consultant and any subcontractor ("personnel") hired by Consultant are independent contractors and not employees or agents of the Client. Subject to the terms and conditions of this Agreement, Consultant alone will control the manner and means by which the Work is performed, and the Services are provided to the Client. As neither Consultant nor its personnel hired are the Client's employees, the Client will not take any action or provide Consultant or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Consultant's payments; making state or federal unemployment insurance contributions on behalf of Consultant or its personnel; withholding of state and federal income tax from payments to Consultant; making disability insurance contributions on behalf of Consultant or its personnel; and obtaining worker's compensation insurance on behalf of Consultant or its personnel.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. The total not-to-exceed will be **\$416,640.00**.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices as set forth in Exhibit B. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, Client shall pay the undisputed portion. Client shall notify Consultant in writing, within ten (10) days of receipt of the invoice of any exceptions taken. If Consultant and Client do not reach resolve any payment dispute within sixty (60) days of receipt of invoice, the matter will be resolved in accordance with the disputes provisions of this Agreement. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on any unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. Client's failure to pay undisputed invoiced amounts within sixty (60) days after



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receipt of invoice shall constitute a material breach of this Agreement. Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Consultant, its agents, employees, partners, or subcontractors; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from or is related to the Client's actions or inactions, including negligence and willful misconduct. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding, subject to a reservation of rights.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its directors, officers, shareholders, employees and sub-consultants (each an 'Indemnified Party') from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Indemnified Party by reason of or in connection with the appointment of Consultant to perform the Scope of Services under this Agreement, or arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Client, its agents, employees, partners, or subcontractors; provided, however, that Client shall not, and shall not be obligated to, indemnify, defend or hold harmless any Indemnified Party from or against any loss to the extent the loss arises from the negligence or willful misconduct of the Indemnified Party. Upon notice from any Indemnified Party of any action or proceeding subject to the indemnification in this section, Client agrees to defend the Indemnified Party in the action or proceeding, subject to a reservation of rights.

9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation: Statutory;

Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate

Comprehensive General Automobile: \$1,000,000 combined single limit, including hired and non-owned coverages

Professional Liability: \$1,000,000 per occurrence
\$3,000,000 aggregate

Umbrella/Excess Liability: \$5,000,000

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall either Party be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due



Emergency Professional Services Agreement General Terms and Conditions

to late completion or otherwise or for any other economic, consequential, punitive, incidental, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

A. Termination for Convenience. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus all costs arising from or related to the termination.

B. Termination for Default. If either party breaches or defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. Upon mutual agreement of the parties, disputes shall be resolved through mediation by a professional mediator. If either party objects to mediation, or if mediation does not resolve any dispute or that arises under this Agreement, within ninety (90) days after either party requests mediation, the dispute or conflict shall be resolved through arbitration. Mediation and arbitration under this section shall be governed by the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures.

17. REMEDIES NOT EXCLUSIVE

Except as otherwise provided herein, no remedy conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

18. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	<u>Town of Redington Shores</u>
Attention:	<u>Mike McGlothlin</u>
Address:	<u>17425 Gulf Blvd.</u>
	<u>Redington Shores, FL 33708</u>

Consultant:	<u>Tidal Basin Government</u>
	<u>Consulting, LLC</u>
Attention:	<u>Paul Taylor</u>
Address:	<u>126 Business Park Drive</u>
	<u>Utica, NY 13502</u>

With a copy via email to:

Daylen Docampo Perez, Esq. at
daylen.docampo@tidalbasingroup.com

19. NO THIRD-PARTY BENEFICIARY

Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant towards any person who is not a party to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Client and the Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. IT IS THE EXPRESS INTENT OF THE PARTIES THAT ANY SUCH PERSON OR ENTITY, OTHER THAN CLIENT AND THE CONSULTANT,



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RECEIVING SERVICES OR BENEFITS UNDER THIS AGREEMENT SHALL BE DEEMED AN INCIDENTAL BENEFICIARY.

20. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

21. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of **Florida** and the body of federal procurement law, as applicable.

D. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after last payment from the Client is received. Client shall have access to records, documents and information collected and/or maintained by Consultant in the course of the administration of the Agreement. Upon reasonable notice, and at reasonable times, Consultant shall make this information accessible to Client at Consultant's place of business for purposes of inspection, reproduction and audit.

E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts,

each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

H. Any failure to enforce performance of any provision of this Agreement by any party will not constitute a waiver of its right to subsequently enforce such provision or any other provision. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

I. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. All pronouns shall be interpreted to refer to gender neutrally. The term "including" shall be deemed to mean "including but not limited to."

J. This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. §§ 200.317-200.327 and Appendix II to Part 200 and as stated within Attachment 1 and Attachment 2, attached hereafter, as applicable.

K. Pursuant to Section 119.0701, Florida Statutes, when the Consultant provides services to the Client under the terms of the Agreement, the Consultant shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Consultant shall:

1. Keep and Maintain Public Records that ordinarily and necessarily would be required by the Client in order to perform the service provided to the Client.
2. Upon request from the Client's custodian of public records, promptly provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law.
3. Ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
4. Meet all requirements for retaining public records. Upon completion or termination of its duties under the Agreement, the Consultant will either transfer all public records in its possession; destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; or keep and maintain the public records in its possession following all applicable requirements for retaining public records. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client; and



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5. Unless prohibited by law or governing authority, in the event that the Consultant receives a request from any person or entity other than the Client for a document, computerized information, audio or videotape, CD, DVD, or any other record in the Consultant possession pursuant to this Agreement, notify the Client promptly and submit the request to the Client for direction on how to comply with Florida's Public Records Law. The Consultant shall allow the Client to inspect the requested record to advise the Consultant if any material therein is exempt or confidential and therefore subject to redaction.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: 727-397-5538, EMAIL: townclerk@redshoresfl.com

OR BY MAIL: Town of Redington Shores

17425 Gulf Blvd.

Redington Shores, FL 33708

[This space was left intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.


Town of Redington Shores


Tidal Basin Government Consulting, LLC

By: Michael S. McGlothlen
As its: Town Administrator
Date: 04/04/25

By: Paul Taylor
As its: Vice President, State/Local/Commercial
Date: 4/4/2025



Emergency Professional Services Agreement General Terms and Conditions

EXHIBIT A – Scope of Work

Consultant will provide Staff Augmentation Services to support the Client with the surge of permitting work following Hurricane Helene and Hurricane Milton and as described in the Quote, submitted to Town of Reddington Shores by Tidal Basin on or about April 2, 2025, attached hereto and incorporated to this Exhibit A.

[Intentionally left blank. Quote to follow.]



675 N. Washington Street
Suite 400
Alexandria, VA 22314
P: 888.282.1626
tidalbasingroup.com

Date: April 2, 2025

Town of Redington Shores

17425 Gulf Blvd
Redington Shores, FL 33708

Re: Pasco County 1206 Program Quote

The following quote is for the continuation of staff augmentation services for Town of Redington Shores in support of FEMA 1206 program requirements for hurricanes Helene and Milton following the end of federally funded program on April 8th, 2025.

Scope

Tidal Basin is prepared to provide four Permits staff for 90 days to support the town with the surge of permitting work following Hurricanes Helene and Milton.

Quote for Services

The following quote for services is for a period of performance from April 9, 2025 – July 8, 2025 (90 days).

Team	Positions/Roles	# Staff	Hourly Rate	OT Rate	Hours per Week	Cost
Permits Staff						\$416,640
	Permits Staff	4	\$155	\$232.50	48	
Total Cost (90 days)						\$416,640

Assumptions:

- This quote is presented as a not-to-exceed amount and will be billed at an hourly rate based on actual time worked.
- Hours per week are based on maximum current workload and will fluctuate based on needs.
- Overtime is billed as one and a half times the hourly rate.
- Rates are inclusive of travel and other direct costs.

Extension and Early Cancellations:

Tidal Basin does not penalize for early cancellations; however, we do request a minimum notice of three business days prior to the end of work to allow our staff to plan for the end of the project. Extensions may be requested in writing. A quote will be provided for the extended duration, and the town may issue an amendment to the contract.

**Be stronger
than before**



I, Paul Taylor Vice President, am authorized to negotiate terms, render binding decisions, commit to the firm's resources, and receive correspondence regarding this RFQ. Please contact me at paul.taylor@tidalbasingroup.com, questions or concerns.

Respectfully,

A handwritten signature in dark ink, appearing to read "Paul Taylor", with a stylized flourish at the end.

Paul Taylor, Vice President, State, Local and Commercial Services

M: 254-319-1823 | E: paul.taylor@tidalbasingroup.com



**Emergency Professional Services Agreement
General Terms and Conditions**

EXHIBIT B – Fee Structure

Team	Positions/Roles	# Staff	Hourly Rate	OT Rate	Hours per Week	Cost
Permits Staff						\$416,640
	Permits Staff	4	\$155	\$232.50	48	
Total Cost (90 days)						\$416,640



**Emergency Professional Services Agreement
General Terms and Conditions**

Attachment 1

**2 C.F.R. §§ 200.317- 200.327 and Appendix II to Part 200, Required Contract Clauses
[as applicable]**

- I. Equal Employment Opportunity. During the performance of this Agreement and any subsequent Task Order, the Contractor agrees as follows:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



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- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts



Emergency Professional Services Agreement General Terms and Conditions

pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

II. Davis-Bacon Act (if applicable)

- (1) All transactions regarding this Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR Part 5 as applicable.
- (2) Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, Contractor shall pay wages not less than once a week.

III. Copeland "Anti-Kickback" Act (If applicable)

- (1) *Contractor.* The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) *Subcontracts.* The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- (3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

IV. Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic

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receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation*; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages -*

- (i) *Withholding Process.* The Client may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- (ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;



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- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part."

V. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or



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research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

VI. Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VII. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- (2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VIII. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (3) This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



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- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IX. Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

If applicable, Contractors must sign and submit APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING to the NFE with each bid or offer exceeding \$100,000. See attached as Attachment 2.

X. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



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- (3) The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable

XI. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services , as used in this clause –

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—

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- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services,



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and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

XII. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XIII. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the Client with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass through entity, who will, in turn, forward the disclosures to FEMA.

XIV. Access _____ to _____ Records

(1) The contractor agrees to provide to Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and



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records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XV. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

XVI. Compliance with Federal Law, Regulations, Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

XVIII. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XIX. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.



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XX. License and Delivery of Works Subject to Copyright and Data Rights (if applicable)

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

XXI. Creating Good Jobs

Pursuant to [FEMA Information Bulletin No. 520](#), the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate [Good Jobs Principles](#) wherever appropriate and to the greatest extent practicable.

XXII. Buy Clean

The Client encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the Client encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.



**Emergency Professional Services Agreement
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Attachment 2

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Tidal Basin Government Consulting, LLC

By: 

As its: Paul Taylor, Vice President

Date: 4/7/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gilroy Kernan & Gilroy 210 Clinton Rd New Hartford NY 13413		CONTACT NAME: PHONE (A/C, No, Ext): 315-768-8888 E-MAIL ADDRESS: Service@gkgrisk.com FAX (A/C, No): 315-768-8600		
INSURED Tidal Basin Government Consulting LLC 126 Business Park Drive Utica NY 13502		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Union Fire Ins. Co.		19445
		INSURER B: Gotham Insurance Company		25569
		INSURER C: Westchester Fire Insurance Co		10030
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1405881851

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6952545	3/1/2025	3/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		4629139	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$2,000,000 PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ NA		EX202500005971	3/1/2025	3/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	80771611	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability		G27459298 011	6/1/2024	6/1/2025	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability 2nd Layer (3/1/25-3/1/26):
\$8M Limit Quota Share between Lexington Insurance Company (#027734730) & US Specialty Insurance (#BTM2512716)
Excess Liability 3rd Layer (3/1/25-3/1/26):
\$9M Limit Quota Share between Westfield Insurance Company (#XSL469738W00) & US Specialty Insurance (#BTM2512717)
Certificate holder is listed as additional insured in respect to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores FL 33708

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ITEM G.3.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Town Clerk
Re: ORD 2025-01 – Amending Code for Permit Fees and Fines

At the first reading on April 9, 2025, this item was tabled for further consideration. The Commission discussed the item again at the April 30, 2025 Workshop and decided to bring the ORD forward again for first reading – with no changes.

At the March 26, 2025 Special Meeting, Commissioners directed Attorney Eschenfelder to draft an Ordinance updating the Town Code regarding permit fees and fines.

The Commission finds that while, in the normal course, willfully performing construction work without a permit (where such work requires a permit) should be significantly penalized, the Commission also finds that in the aftermath of Town-wide structural damage due to a hurricane or similar large scale disaster, certain categories of unpermitted construction work should not be penalized at the same five-times rate.

See draft Ordinance for complete details.

HIGHLIGHTS:

- Notwithstanding subsection (1), effective January 1st 2025, the after-the-fact permit fee for persons who:
 - did not perform the work through a contractor or subcontractor,
 - had initiated the permit application process with the town within ninety days after the date of a local disaster declaration by the President of the United States or the Governor of the State of Florida,
 - were unable to obtain a permit (including floodplain review as required by code § 63-39) within thirty (30) days after having first initiated the application process with the town,
 - performed only such work as was necessary to make their home safe, sanitary and secure as allowed under applicable FEMA regulations,
 - continued to actively work with the building official to pursue completion of the permit application process, and owned and occupied their own home immediately prior to the disaster declaration,

- shall be 2.5 times the standard fee.
- Work performed without permit which has been **performed by a contractor or subcontractor is not eligible for the reduced after-the-fact permit fee** provided for in subsection (2).

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, AMENDING § 63-2 AND § 63-20 OF THE TOWN CODE (RELATED TO PERMIT FEES); MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 166.222(1) authorizes the governing body of a municipality to “provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of its building code”; and

WHEREAS, Florida Statutes § 553.80(1) provides that the governing body of a municipality may provide a schedule of fees for the enforcement of the provisions of the Florida Building Code, and provides that such fees shall be used solely for carrying out the local government’s responsibilities in enforcing the Florida Building Code; and

WHEREAS, § 63-20 of the Town Code currently requires the payment of permit fees for construction work with a cost exceeding \$25,000; and

WHEREAS, § 63-20 provides that the Commission will establish specific fees from time-to-time; and

WHEREAS, the Commission has previously established a penalty of five times the permit fee for owners who perform work without permit and must obtain an after-the-fact permit; and

WHEREAS, the Commission finds that while, in the normal course, willfully performing construction work without a permit (where such work requires a permit) should be significantly penalized, the Commission also finds that in the aftermath of Town-wide structural damage due to a hurricane or similar large scale disaster, certain categories of unpermitted construction work should not be penalized at the same five-times rate; and

WHEREAS, the Town Commission finds that is in the best interest of the Town, its residents, and property owners, to approve the provisions set forth in this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Redington Shores, Florida, that:

Section 1. Section 63-2 of the Redington Shores Town Code is hereby amended as follows:

Sec. 63-2. - Applications~~and fees~~.

~~A. Application fees shall be as established by the board of commissioners.~~

~~B.~~ For construction or alterations, three copies of proposed plans and specifications shall be submitted containing all required information as specified in the Florida Building Code.

Section 2. Section 63-20 of the Redington Shores Town Code is hereby amended as follows:

Sec. 63-20. - Fees.

- A. *Application fees.* A construction permit application fee, ~~in an amount set by the Redington Shores Town Commission,~~ shall be charged for all permit applications for all work with a total cost of \$25,000.00 or more ~~for plan review.~~ This application fee is nonrefundable, ~~and~~ is due and payable at the time the application is submitted for processing, and such fees shall be used solely for carrying out the town's responsibilities in enforcing the Florida Building Code.
- B. *Additional fees.* In addition to the application fee, the following fees will also be due and payable before a building permit is issued as appropriate to the work covered:
- (1) Building permit fee.
 - (2) Plan examination fee.
 - (3) Radon gas and inspector's certification fund.
 - (4) Transportation impact fee.
 - (5) All other fees which may be imposed by the Redington Shores Town Commission, by resolution or ordinance, Pinellas County, or any other county, state or federal agency having the authority to establish such fees.
- C. *Ancillary or subordinate permits.* Permit fees for all ancillary or subordinate permits required for a project shall be due and payable prior to the issuance of such permits.
- D. *Establishment and publication of fees.* The schedule for all fees established pursuant to this section shall be adopted by the commission by resolution from time to time pertaining to construction and building may be enacted and amended from time to time by resolution of the Town Commission of the Town of Redington Shores (as shown on Permit Fee Calculation Schedule, Ordinance #01-11 and Resolution 14-04). Pursuant to Florida Statutes § 166.222(2), the building official shall ensure the town's fee schedule and inspection utilization report required by Florida Statutes § 553.80(7) are posted on the town's website.

~~D.E.~~ *Fees related to unpermitted work.*

(1) Notwithstanding the provision of any fee schedule of the town to the contrary, the fee for an after-the-fact permit for work which required a permit, but for which a permit was not obtained, shall be five times the standard fee.

(2) Notwithstanding subsection (1), effective January 1st 2025, the after-the-fact permit fee for persons who:

(a) did not perform the work through a contractor or subcontractor,

(b) had initiated the permit application process with the town within ninety days after the date of a local disaster declaration by the President of the United States or the Governor of the State of Florida,

(c) were unable to obtain a permit (including floodplain review as required by code § 63-39) within thirty (30) days after having first initiated the application process with the town,

(d) performed only such work as was necessary to make their home safe, sanitary and secure as allowed under applicable FEMA regulations,

(e) continued to actively work with the building official to pursue completion of the permit application process, and

(f) owned and occupied their own home immediately prior to the disaster declaration,

shall be 2.5 times the standard fee.

(3) Work performed without permit which has been performed by a contractor or subcontractor is not eligible for the reduced after-the-fact permit fee provided for in subsection (2). In the event the building official or code enforcement deputy discover such work by a contractor or subcontractor, those officials shall pursue all available legal remedies against the contractor or subcontractor, including referring the matter to the appropriate state and county contractor licensing authorities.

E.F. All construction trailers, materials, temporary fences, temporary signs, temporary electric, and dumpsters shall be removed before a certificate of occupancy is issued for any work pursuant to any building permit.

Section 3. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement

of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 4. For purposes of codification of any existing section of the Redington Shores Code herein amended, words underlined represent additions to original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 5. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 6. The Codifier shall codify the substantive amendments to the Redington Shores Code contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 9th day of April, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

ADOPTED ON SECOND AND FINAL READING on the 14th day of May, 2025, by
the Board of Commissioners of the Town of Redington Shores, Florida.

Attest:

Mayor Commissioner

Margaret Carey, Town Clerk

ITEM G.4.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Administrator/Town Clerk
Re: RES 01-2025 Adoption of the LMS 5-Year Plan

Adoption of the LMS 5-Year Plan is a requirement to apply for HMGP Grants (Hazard Mitigation Grant Program). Our Town is submitting 2 projects this year for HMGP consideration.

The Florida Department of Emergency Management (FDEM) has completed a State review of the Pinellas County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d).

Pinellas County developed and submitted all necessary plan revisions to FDEM, which were approved. FDEM determined the Pinellas County LMS plan is compliant with federal standards, subject to formal community adoption.

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to FDEM, they will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Pinellas County LMS.



TOWN OF REDINGTON SHORES

RESOLUTION NO. 01-2025

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON SHORES, FLORIDA, ADOPTING THE PINELLAS COUNTY LOCAL MITIGATION STRATEGY.

WHEREAS, Redington Shores is located in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, Redington Shores supports efforts to make our community more disaster-resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

WHEREAS, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

WHEREAS, the first unified county-wide Local Mitigation Strategy was adopted by the Board of County Commissioners in 1999, and

WHEREAS, Pinellas County established a website (www.pinellaslms.org) and copies of the plan were made available through all participating local governments; and

WHEREAS, the Board of County Commissioners has previously approved four five-year updates to the Local Mitigation Strategy (Resolution 01-05, Resolution 04-10, Resolution 01-15 and Resolution 02-20), and

WHEREAS, after a review and update period, the Executive Summary of the 2025 draft Local Mitigation Strategy has been placed on the LMS public website and copies of the Plan are available upon request to the Planning Department in order to obtain public comment regarding the plan pursuant to Federal Regulations; and

WHEREAS, the 2025 update of the Local Mitigation Strategy included the 10-step planning process which is consistent with FEMA's multi-hazard mitigation planning regulations

pursuant to the Disaster Mitigation Act of 2000 and serves as the County's Floodplain Management Plan; and

WHEREAS, a Multijurisdictional Program for Public Information (Attachment A) has been included in Appendix H of the Local Mitigation Strategy to satisfy the floodplain management requirements of the County's Community Rating System (CRS Activity 330); and

WHEREAS, a Repetitive Loss Area Analysis for unincorporated areas of the County (Attachment B) has been included in Appendix I of the Local Mitigation Strategy to satisfy the floodplain management requirements of the County's Community Rating System (CRS Activity 510); and

WHEREAS, two publicly noticed workshops were held at a central location in Pinellas County at the Lealman Exchange (5175 45th Street N. St Petersburg) on April 15th, and virtually on October 17th, 2024 to inform the public and obtain public comments; and

WHEREAS, an online and paper surveys were released to gain public input on the LMS plan's hazard identification and risk assessment both in English and Spanish; and

WHEREAS, a LMS SharePoint site was established to coordinate the LMS Plan's planning process with all participating jurisdictions and to gain their input in updating the plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Redington Shores, Florida, at a duly assembled meeting held on the ____ day of _____, 20__, that the Board hereby adopts the Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup. The LMS Plan will be in effect from May 6, 2025 through May 5, 2030. This Resolution supersedes Resolution 02-20. This resolution shall become effective immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this XXth day of May, 2025.

Thomas Kapper, Mayor

Attest:

Margaret Carey, Town Clerk



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Executive Director

February 7, 2025

Cathie Perkins, Director
Pinellas County Emergency Management
10750 Ulmerton Rd, Bldg. 1, Ste 267
Largo, FL 33778

Re: Pinellas County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Perkins,

This is to confirm that we have completed a State review of the Pinellas County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Pinellas County developed and submitted all the necessary plan revisions, and our staff has reviewed and approved these revisions. We have determined that the Pinellas County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Town of Belleair
City of Belleair Beach
City of Belleair Bluffs
Town of Belleair Shore
City of Clearwater
City of Dunedin
City of Gulfport
City of Indian Rocks Beach
Town of Indian Shores
Town of Kenneth City
City of Largo
City of Madeira Beach
Town of North Redington Beach
City of Oldsmar

City of Pinellas Park
Town of Redington Beach
Town of Redington Shores
City of Safety Harbor
City of St. Petersburg
City of St. Pete Beach
City of Seminole
City of South Pasadena
City of Tarpon Springs
City of Treasure Island
Pinellas County, Unincorporated

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Pinellas County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Mitchell Budihas at Mitchell.Budihas@em.myflorida.com or 850-524-4195.

Respectfully,

Kristin Lentz

Digitally signed by Kristin
Lentz
Date: 2025.02.18
13:22:52 -05'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/mb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by
States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch



Pinellas County 2025 Local Mitigation Strategy

Executive Summary

Introduction

Under Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) enacted under the Disaster Mitigation Act of 2000 (DMA2K), Pinellas County is required to have a Federal Emergency Management Agency (FEMA)-approved hazard mitigation plan in order to be eligible for federal hazard mitigation funding. The purpose of the Hazard Mitigation Plan, more commonly called the Local Mitigation Strategy (LMS) in Florida communities, is to reduce death, injuries, and property losses caused by natural hazards in Pinellas County. The 2025 Plan identifies hazards based on the history of disasters within the county and lists goals, objectives, strategies, and actions for reducing future losses. Implementation of planned, pre-identified, and cost-effective mitigation measures not only helps to reduce losses to lives, property, and the environment but it also streamlines the disaster recovery process. This is a 5-year update of the countywide LMS that was last approved in May of 2020. While the document may refer to specific historical events for context, the plan update focuses on changes to the communities and their vulnerabilities over the last 5 years and provides an update to capabilities, programs, and actions that the participants intend to utilize to reduce exposure or consequences from the identified hazards. Hazard mitigation is most effective when based on an inclusive, comprehensive, long-term plan that is developed before a disaster occurs.

The LMS serves several purposes; including providing an explanation of how Pinellas County and its 24 municipalities identify strategies to implement an effective, comprehensive countywide Local Mitigation Strategy. The local jurisdictions participating in this plan include the Unincorporated County and all its municipalities:

- Pinellas County (Unincorporated)
- Town of Belleair
- City of Belleair Beach
- City of Belleair Bluffs
- Town of Belleair Shore
- City of Clearwater
- City of Dunedin
- City of Gulfport
- City of Indian Rocks Beach
- Town of Indian Shores
- City of Kenneth City

- City of Largo
- City of Madeira Beach
- Town of North Redington Beach
- City of Oldsmar
- City of Pinellas Park
- Town of Redington Beach
- Town of Redington Shores
- City of Safety Harbor
- City of St. Pete Beach
- City of St. Petersburg
- City of Seminole
- City of South Pasadena
- City of Tarpon Springs
- City of Treasure Island

Additionally, special districts that participate in the plan are eligible for funding provided that they comply with procedures of the working group and supply a letter from their organization in lieu of the formal adoption process used by local government participants. The full list of participating entities is documented within Table 2.2 of the plan.

The 2025 Plan is coordinated through appropriate state, local, and regional agencies, as well as non-governmental interest groups. This plan, and its future revisions, will provide guidance in merging the planning efforts of all local governments, the private sector, and non-profit organizations within Pinellas County into one viable, comprehensive, mitigation program.

The scope of the LMS is broad. The plan explains the way in which the communities implement mitigation activities within the county in coordination with local agencies. Additionally, as required by statute, the Risk Assessment portion of the LMS identifies natural hazards, as well as technological and human-caused hazards. The Risk Assessment portion analyzes vulnerability of the County in countywide terms as well as results and capabilities at the municipal level.

The purpose of the 2025 LMS is to:

- Reduce risk to people, property, and the critical infrastructure.
- Increase public awareness and education about the plan and the planning process.
- Maintain grant eligibility for participating jurisdictions.
- Update the plan in accordance with Community Rating System (CRS) requirements.
- Maintain compliance with state and federal legislative requirements for local hazard mitigation plans.
- Complete an update of information in the plan to demonstrate progress and reflect current conditions.

Pinellas County is vulnerable to both natural hazards and technological and human-caused hazards, with hurricanes historically inflicting the most catastrophic destruction.

Planning Process and Maintenance Section

There are 10 primary steps that comprise the LMS planning process. The process defines not only who should be involved, but how the process is going to work, and an understanding of how the process facilitates the production of the final product.

- Step 1: The Planning Organization – The development of a mitigation strategy requires the involvement of representatives from the public, private, and governmental sectors.
- Step 2: Involving the Public – An important component of the mitigation planning process involves public participation.
- Step 3: Coordination – Coordinate activities within the County and to bring back perspectives of their constituency.
- Step 4: Assessing the Hazard – Conduct and maintain a hazard identification and vulnerability assessment.
- Step 5: Assessing the Problem – Quantify the impact of the hazards identified in the previous step on the community.
- Step 6: Goals and Objectives – Revisit goals and objectives and make adjustments as appropriate.
- Step 7: Possible Activities: Mitigation opportunities and Initiatives – Identification of potential mitigation opportunities and initiatives.
- Step 8: An Action Plan – Objectives were identified for each goal to specifically identify action items and are reflected in six categories of mitigation activities.
- Step 9: Adoption of the Strategy – officially adopt the LMS.
- Step 10: Implementation, Evaluation, and Revision – The LMS is intended to be a dynamic document that will be updated regularly.

There are two main working groups responsible for the LMS planning process. The LMS Working Group (WG) consists of representatives of the jurisdictions, private sector, and non-profits as well as any members of the public as all meetings are advertised on the County's website. The Flood Risk and Mitigation Public Information Working Group (FRMPIWG) is a group of public and private stakeholders formed to supplement input into the planning process.

The County's first LMS began its planning process in March of 1998 and took approximately 15 months to complete. The plan was then updated again in 2004, 2009, 2015, and 2020. This is the fifth update of the plan, and the focus of the update was on adding new risk assessments, refining objectives, and refreshing the project list.

The 2025 LMS update began in the spring of 2024 when the County assessed its current plan and assessed it for improvement opportunities. When the plan update began, the LMS WG was presented with results of the assessment for concurrence on a path forward.

During the timeline of the plan update, the County and its jurisdictions included several other groups to supplement input into the planning process. Pinellas is a strong advocate of the National Flood Insurance Program's Community Rating System (CRS) and had a few outreach groups in place to support those activities. A countywide Program for Public Information (PPI) is maintained and updated annually to facilitate consistent messaging across communities and provide tools for jurisdictions with limited resources. This is maintained by a group of public and private

stakeholders that is collectively known as the Flood Risk and Mitigation Public Information Working Group (FRMPIWG). The FRMPIWG uses the following mission statement:

- Increase disaster resiliency across the county through the development and dissemination of public information and educational outreach about identified flood risks, minimization of those risks through mitigation and efficacy of obtaining appropriate flood insurance coverage.
- Ensure attainment of flood insurance savings for residents and businesses within the incorporated and unincorporated areas of the county through effective participation in the Community Rating System.
- Engage and educate community stakeholders to enhance planning efforts by ensuring diverse representation and to provide stakeholders the opportunity to become more knowledgeable in the subject of mitigation and to expand reach while improving their ability to provide improved customer service.
- Develop strategies, concepts and projects for reducing flooding impacts that can become part of the county's Local Mitigation Strategy plan

The FRMPIWG group (typically over 70 participants with representatives from all municipalities) aims to meet at least three times a year (in person or virtually per availability of participants) and communicates via email messaging between meetings. During the 5-year LMS Update process, the progress of the plan update is communicated to FRMPIWG members for comment. Feedback from the FRMPIWG was provided to the LMS WG to be evaluated and included in the LMS update process and the most current PPI is included as an appendix to this plan update.

After the 2025 LMS Plan Update underwent final revisions, and the plan was completed to the satisfaction of the State Hazard Mitigation Office (SHMO), which reviews the Plan for compliance on behalf of the Federal Emergency Management Agency, the plan was officially adopted by Pinellas County Board of County Commissioners by adoption of a resolution. The 2025 LMS update was approved by the Board of County Commissioners on Month ##, 2025. The plan will be in effect from May 6, 2025, until May 5, 2030. Each jurisdiction within Pinellas County, has also approved and adopted the Plan within their community as identified in Appendix F. **(Will be updated at adoption in May 2025)**

Risk Assessment Section

It should be noted that the 2025 LMS Update was drafted prior to the devastating and historic flooding and wind damages associated with Hurricanes Helene and Milton that occurred September 26, 2024, and October 9, 2024, respectively. Their impacts to the communities of Pinellas County will be part of future updates to the Plan.

The risk assessment for Pinellas County was intentionally structured to align with the State of Florida Enhanced State Hazard Mitigation Plan (SHMP) and provides the factual basis for developing a mitigation strategy for the county. This section profiles the natural, human-caused, and technological hazards that could possibly affect Pinellas communities. This risk assessment is used not only for the LMS, but also supports the County's Comprehensive Emergency Management Plan (CEMP). Each natural hazard profile includes a discussion of the geographic areas affected, the historical occurrences in the county, an impact analysis, the probability, and

the vulnerability and loss estimation by county critical facilities, and a discussion of overall vulnerability. Alternatively, the human-caused and technological hazards include similar topics of discussion, but not all aspects are able to be quantified. This is because of the limited data available and the imprecise nature of the human-caused and technological hazards.

The risk assessment identifies 22 hazards based on an examination of past disasters, probability of occurrence, possible impacts, and vulnerability. The hazards include:

Natural Hazards

- Flood
- Tropical cyclones
- Severe Storms
- Wildfire
- Erosion
- Drought
- Extreme Heat
- Geological
- Winter Storm
- Seismic
- Tsunami
- Red Tide

Technological Hazards

- Transportation Incident
- Cyber Incident
- Hazardous Materials Incident
- Radiological Incident
- Terrorism
- Agricultural Disruption
- Biological Incident
- Mass Migration Incident
- Civil Disturbance Incident

Mitigation Strategy Section

The LMS details goals and objectives for achieving loss reduction in Pinellas County. The six goals are listed below.

1. Become a More Disaster Resilient Community.
2. Minimize Coastal Flooding losses in the CHHA, Coastal Storm Area and Hurricane Vulnerability Zone.
3. Minimize Riverine or Inland Flooding Losses in the 25, 50, and 100-year Flood Zone.
4. Minimize Storm Wind Losses in the County.
5. Minimize Losses from Hazardous Materials Incidents.
6. Minimize Vulnerability to Technological Hazards.

Additional information on the LMS goals and objectives can be found in the mitigation strategy section of the document.

Pinellas County has policies, programs, and capabilities designed to help mitigate the impacts of hazard events. Each community has its own policies, programs, and capabilities that are catalogued within this section of the plan to identify current capacity to implement mitigation functions. These depend on factors such as the size of the geographic area, its population, or the amount of funding available through local resources. Regardless of size or wealth, each community has a unique core set of policies, programs, and capabilities at its disposal related to hazard reduction and mitigation including building codes, land use plans, and regulations, which are discussed in this section. This section also covers items related to participation in the NFIP and the CRS program which incentivizes communities that go beyond minimum floodplain management standards to better protect life and property.

During the 5-year period since the last plan, five of the Pinellas jurisdictions have improved their score such that additional flood insurance premium discounts are available to policyholders. Unincorporated County became a Class 2 community resulting in 40% flood insurance premium reductions for its policyholders. This is the only Class 2 (and highest scoring) community within Florida and one of only eleven communities nationwide to reach this achievement.

Potential Funding Sources Section

The county uses a variety of programs and funds to achieve its mitigation goals, including federal grant programs such as the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC) grant program, Flood Mitigation Assistance (FMA), and the state grant Hurricane Loss Mitigation Program (HLMP). Various grants and funding programs are discussed throughout this section.

Appendices

Many documents are included with the LMS as appendices. These appendices are referenced throughout the plan and support the plan.

- Appendix A: Planning Process Documentation
- Appendix B: Floodplain Management
- Appendix C: CRS 610
- Appendix D: Mitigation Initiatives
- Appendix E: FL Review Tool
- Appendix F: Plan Adoption
- Appendix G: Plan Maintenance
- Appendix H: Program for Public Information
- Appendix I: Repetitive Loss Area Analysis
- Appendix J: LMS Procedures
- Appendix K: Vulnerability Assessment

Please Note:

If you would like a copy of the full Local Mitigation Strategy Plan draft document, please call Planning at (727) 464-8200 or you can contact them via the County Website using <https://pinellas.gov/public-records/>

Please note, the draft document has been reviewed by the Florida Department of Emergency Management (FDEM). The Plan has been revised based on all comments from the State. FDEM has provided a final "Approved Pending Adoption" letter for Pinellas County's 2025 LMS Plan, stating that LMS Plan is in compliance with Federal Hazard Mitigation Planning standards contained in 44 CFR 201.6(b)-(d).

ITEM G.5.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Administrator/Town Clerk
Re: Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination

Forward Pinellas coordinates countywide land use and transportation planning to support the 25 local governments in Pinellas County. One of their current projects is an update to Pinellas County's Multimodal Impact Fee Ordinance (MIFO), as contained within [Chapter 150 – Article II, Pinellas County Land Development Code](#). A primary objective of the update is to bring the County's MIFO into compliance with recent statutory changes to the State's concurrency requirements ([Section 163.3180](#), Fla. Stat.), as initiated by [CS/HB 479 \(2024\)](#). One of the new requirements resulting from CS/HB 479 is that, where a county and municipality charge a mobility impact fee, they must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation impacts to ensure any new development or redevelopment is not charged twice for the same impacts. Pursuant to F.S. §163.3180(5)(j)(3), this interlocal agreement must be executed by October 1, 2025.

Attached is the interlocal agreement consistent with the new statutory requirements and reviewed by the County Attorney's Office. **Please note that the purpose of this agreement is to continue the existing system for imposing, collecting, and expending multimodal impact fees under the current Multimodal Impact Fee Ordinance.** Although we are in the process of updating the County's Multimodal Impact Fee Ordinance, those updates are still in their infancy and would not be ready for implementation by the deadline of October 1, 2025 imposed by CS/HB 479. The attached interlocal agreement will allow the County and your municipality to continue the assessment and collection of multimodal impact fees under status quo while potential updates to the ordinance and fee structure are still under consideration.

Attorney Eschenfelder has reviewed the agreement and has no objections. He explained that the Town is only being asked to cooperate with the County in how the fee is collected and used (which the town already does).

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
MULTIMODAL IMPACT FEE COORDINATION**

THIS INTERLOCAL AGREEMENT FOR MULTIMODAL IMPACT FEE COORDINATION (“the Agreement”), is made and entered into this ____ day of _____, 2025, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the Town of Belleair, the City of Clearwater, the City of Dunedin, the City of Gulfport, the Town of Indian Shores, the City of Largo, the City of Madeira Beach, the Town of North Redington Beach, the City of Pinellas Park, the Town of Redington Beach, the Town of Redington Shores, the City of St. Pete Beach, the City of St. Petersburg, the City of Seminole, the City of South Pasadena, the City of Tarpon Springs, and the City of Treasure Island (individually as the “Municipality,” collectively as the “Municipalities”), and jointly referred to from time to time throughout this Agreement as the “Parties”.

Recitals

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Florida Statutes § 163.01, also known as the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, the County established a countywide mobility management system pursuant to its home rule authority which governs 1) the process of managing transportation impacts of development projects and 2) the assessment, collection, and expenditure of multimodal impact fees, pursuant to Florida Statutes § 163.31801; and

WHEREAS, the countywide multimodal transportation system consists of all transportation facilities and public rights-of-way, including roads, bridges, transit infrastructure, trails, and sidewalks that facilitate the movement of people and goods within the geographic boundaries of Pinellas County and provide connections to the broader region through a variety of travel choices; and

WHEREAS, the County and the Municipalities recognize the importance of developing and maintaining a safe, efficient, and convenient multimodal transportation

system that has adequate capacity to meet the mobility needs of all users and promote and protect public health and safety; and

WHEREAS, the County has established, as provided in Pinellas County Ordinance No. 16-21, that land development activities generate impacts to the multimodal transportation system and new development shall bear a proportionate share of the cost of capital expenditures for new or expanded multimodal transportation facilities required by such development in order to maintain adopted level of service standards and improve capacity of the countywide multimodal transportation system; and

WHEREAS, Forward Pinellas, acting in its capacity as the Pinellas County Metropolitan Planning Organization, has adopted the Pinellas County Mobility Plan to replace local transportation concurrency management programs with a countywide system that provides local governments with the means to manage the traffic impacts of development projects and increase mobility for all roadway users through local site plan review processes and the use of multimodal impact fees to fund mobility improvements; and

WHEREAS, the County has adopted a mobility management system designed to implement the Pinellas County Mobility Plan as outlined in Chapter 150 of the Pinellas County Land Development Code; and

WHEREAS, Chapter 150, Article II of the Pinellas County Land Development Code (the “Multimodal Impact Fee Ordinance”) establishes the processes by which the County and the Municipalities assess, collect, and expend multimodal impact fees (the “Impact Fees”); and

WHEREAS, the County and the Municipalities share responsibility for collection of Impact Fees for developments that will generate additional traffic impacts to the countywide multimodal transportation system; and

WHEREAS, Section 150-39 of the Pinellas County Land Development Code requires that no County or municipal certificate of occupancy, use permit, or occupational license for any activity requiring payment of the Impact Fee shall be issued unless and until the Impact Fee has been paid;

WHEREAS, Florida Statutes § 163.3180(5)(j) requires that counties and municipalities that charge developers of new developments or redevelopments a fee for transportation capacity impacts enter into an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, though both the County and the Municipalities operate pursuant to the processes and procedures established by Chapter 150, Article II of the Pinellas County Land Development Code for the assessment, collection, and expenditure of Impact Fees, there is no interlocal agreement in place memorializing the cooperative mitigation of transportation impacts; and

WHEREAS, both the County and the Municipalities wish to enter into this Agreement pursuant to Florida Statutes § 163.3180(5)(j) which will serve to memorialize their cooperative mitigation of transportation impacts.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants, promises, and representations herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 RECITALS

The above recitals are hereby incorporated fully into this Agreement as adopted findings of fact and intent.

SECTION 2 IMPOSITION AND COLLECTION OF MULTIMODAL IMPACT FEES

2.1 Pursuant to Florida Statutes § 163.3180(5)(j)(4), Impact Fees are imposed countywide, including in the incorporated and unincorporated areas of the County, as provided in Section 150-49 of the Pinellas County Land Development Code.

2.2 Pursuant to Section 150-39 of the Pinellas County Land Development Code, any person who seeks a certificate of occupancy for land development activity or seeks to change a use by applying for issuance of a local business tax receipt, land use permit, development order or municipal equivalent thereof which will generate additional traffic shall be required to pay a multimodal impact fee in the manner and amount set forth by Chapter 150, Article II of the Pinellas County Land Development Code.

2.3 Pursuant to Florida Statutes § 163.31080(5)(j)(2), the County and the Municipalities agree that payment and collection of Impact Fees shall be collected by each Municipality, as part of the building and permitting processes of each Municipality as provided in Section 150-41 of the Pinellas County Land Development Code. The amount of the required Impact Fees shall be computed in the manner set forth in Section 150-40 of the Pinellas County Land Development Code.

2.4 Pursuant to Section 150-42 of the Pinellas County Land Development Code, each Municipality which collects and administers Impact Fee funds shall establish a trust account which shall be used exclusively for Impact Fees collected under the terms of Chapter 150, Article II of the Pinellas County Land Development Code. Pursuant to Section 150-43(e) of the Pinellas County Land Development Code, the fees shall be held by each Municipality until the end of the fiscal year in which collected. On the beginning of each new fiscal year (October 1), the Municipalities shall transfer one-half of all fees collected, and the interest accrued thereon, less the amount retained by each Municipality for administering the Impact Fee program, to the County for placement in the appropriate County Impact Fee trust account. The remaining one-half shall be deposited in the Municipalities' respective trust accounts.

2.5 The Municipalities and County shall use their respective share of the collected Impact Fees in a manner consistent with the provisions of Chapter 150, Article II of the Pinellas County Land Development Code.

2.6 The Municipalities and County agree that any new development or redevelopment shall not be charged twice for the same transportation capacity impacts.

SECTION 3 NONPAYMENT OF MULTIMODAL IMPACT FEES

The Parties agree that in the event of non-payment of Impact Fees by the fee payer, no certificate of occupancy, or other such license permit, or municipal equivalent requiring payment of an Impact Fee pursuant to Chapter 150, Article II of the Pinellas County Land Development Code shall be issued unless and until the Impact Fee has been paid.

SECTION 4 REFUND

Nothing in this Agreement alters the right of a fee payer to request refunds pursuant to Section 150-44 of the Pinellas County Land Development Code.

SECTION 5 IMPACT FEE CREDITS

5.1 Nothing in this Agreement modifies, waives, or alters the method for

calculating the required Impact Fees pursuant to section 150-40 of the Pinellas County Land Development Code, nor does it modify, waive, or alter the authority of each Municipality to approve alternative methods of calculation of Impact Fees and/or accept an offer by the feepayer to construct mobility improvements consistent with the comprehensive plan or other plans of the Municipality, or Forward Pinellas' LRTP, for credit against the assessed Impact Fee pursuant to Section 150-41 of the Pinellas County Land Development Code.

5.2 Impact Fee credits may be transferred pursuant to section 150-43 of the Pinellas County Land Development Code.

SECTION 6 INDEPENDENT CALCULATION

Nothing in this Agreement modifies or prevents the right of any feepayer to determine their multimodal impact by providing an independent fee calculation study pursuant to the provisions of Section 150-40(d) of the Pinellas County Land Development Code.

SECTION 7 RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS

Nothing in this Agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or the Municipalities' jurisdiction over their respective Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8 ENTIRE AGREEMENT

This Agreement embodies all of the promises, covenants, agreements, conditions, and understandings between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations, inducements, and/or agreements, whether written or verbal, expressed or implied, between the Parties hereto, except as herein contained.

SECTION 9 OFFICIAL NOTICE

All notices, consents, approvals, waivers, and elections required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Housing and
Community Development

Glenn Bailey, Interim Director
310 Court Street
Clearwater, FL 33756
gbailey@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 10 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County pursuant to Florida Statutes § 163.01.

SECTION 11 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

11.1 This Agreement may be signed in counterparts and will become effective as to each Municipality after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 10 and shall continue until terminated by either Party.

11.2 This Agreement may be terminated upon thirty (30) days written notice. In the event this Agreement is terminated, the Parties shall be subject to the requirements of Florida Statutes § 163.3180(5)(j)(4)(b).

SECTION 12 NO WAIVER OF SOVEREIGN IMMUNITY

Both the County and the Municipalities expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes § 768.28, as amended from time to time. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or the Municipalities for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or the Municipalities, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 13
APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 11.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____ Barry A. Burton
County Administrator

ITEM G.6.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Administrator/Town Clerk
Re: Interim Town Administrator Compensation

At the April 30, 2025 Workshop, the Commission officially named Margaret Carey as the Interim Town Administrator. A vote about compensation could not be made at a Workshop, and was scheduled for consideration at the May 14, 2025 Regular Meeting.

This agenda item is to discuss Interim Administrator compensation that will be retroactive to the date Ms. Carey assumed the role.

Ms. Carey began the Interim role on April 15, 2025.

Most recent compensation for the Town Administrator position was \$137,592 per year.

NOTES

Ms. Carey began emailing the Commissioners weekly updates on April 18, 2025 to detail the progress of her transition. Highlights of those activities is detailed in Agenda Item #H.8. Town Administrator Report. She also began reviewing the Capital Improvement Plan priority projects as well as the FY2024-25 Goals and Objectives to ensure important deadlines were not missed.

Here is a summary of major Town Projects and their status:

PROJECT	STATUS ON 4-15-25	STATUS TODAY	NOTES
UTILITY UNDERGROUNDING WEST SIDE OF GULF BLVD.	Last activity: Received the Duke BCE on 2-11-25	Received the Spectrum BCE and requested updated letter from Duke with correct Town contact names.	Confirmed grant amount with Penny for Pinellas and clarified deadline to utilize funds. This project will be presented at an upcoming workshop.
FEMA REIMBURSEMENT FOR DEBBY, HELENE, MILTON	Items overdue since January, 2025	Currently gathering all documents and invoices	Weekly contact with FEMA and FDEM reps.

PROJECT	STATUS ON 4-15-25	STATUS TODAY	NOTES
LMS	No status. LMS 5-year Plan not presented for adoption.	3 staff attendees on LMS calls. 5-year Plan presented on 5-14-25	The LMS plan must be adopted to be eligible to apply for HMGP funding.
HMGP Grant Program	Missed deadline for DEBBY projects and no projects identified for Helene and Milton application period.	2 projects identified for grant application. Documents being gathered to submit for 5-16-25 deadline.	2 projects: *Undergrounding *Stormwater repairs
CRS - Recertification	Nothing completed for recertification.	45-day extension granted. 75% complete.	The Town would have missed its May 1 st deadline to recertify.
SEWER REPAIR	No status on CIP plan.	Reconnected with APS to discuss repair plan and to separate projects to isolate Stormwater portion for HMGP funding. Also connected with Pinellas County to request an updated evaluation/status for Sewer System Acquisition by the County.	Need to complete an LOI – Letter of Intent to initiate the Sewer System Acquisition evaluation.

ITEM G.7.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Margaret Carey, Interim Town Administrator/Town Clerk
Re: Library Board Alternate

According to the Town's agreement with the Gulf Beaches Public Library, one of our elected officials shall serve as a Board Member and we must also delegate an Alternate Member (not required to be elected).

Currently, Vice Mayor – Commissioner Erin Schoos serves as our primary Board Member. Mayor Hendrickson previously served as the Alternate. At this time, the Town must name a new Alternate Member.

ITEM H.7.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025
To: Board of Commissioners
From: Mike Pafumi, Public Works Supervisor
Re: Public Works Department – April Monthly Report

Routine daily activities conducted by the Public Works Department:

- Daily check of the 4 town lift stations to ensure proper function.
- Daily emptying of dog waste cans within the community.
- Ensuring bus stop trash receptacles are emptied.
- Checking and ensuring all town storm drains are clear of debris.
- Assisting town hall staff with routine duties and citizen requests for service.
- Weekly raking of the beach with the beach tractor and rake.
- Lawn cutting / landscaping of all town parks, medians and easements.

Activities for April, not including normal daily activities:

- Poles for the replacement sunshade at Constitution Park were removed. The replacement process is ongoing.



- Beach access at 17710 Lee Ave. is under repair (waiting for delivery of pavers).



- Beach access at 17720 Gulf Blvd. (La Vistana) is close to completion. Fence/ railing expected to be completed by the end of the week of (May 9).
- **The access will be closed until completion.**





Miscellaneous issues.

- Reclaimed water leak at 17495 1st Street East has been repaired. Sidewalk repair scheduled for 05/13.



- Sod and sprinklers installed at Long Point / First Street.



- Asphalt repair 176th/ 1st East



- Townwide Palm tree trimming in preparation for storm season.



- Holes on the beach continue to be a safety hazard. Signs were distributed townwide regarding the importance of filling in holes dug on the beach.



Pending/ upcoming projects.

- Landscaping beds at Nature Park.
- Light poles and lights installed in gravel lot / waiting on start date from Suncoast Electric.

ITEM H.8.



Town of
Redington Shores
Nature's Beach

Date: May 14, 2025

To: Board of Commissioners

From: Margaret Carey, Interim Town Administrator/Town Clerk

Re: Monthly Update – Town Administrator's Report

Here are the highlights from April 14 – May 9

Week of April 14, 2025

- Welcomed our new Deputy Clerk, Melissa Fultz.
- Connected with FEMA to begin submitting documents for reimbursement for Hurricanes Debby, Helene, and Milton. Documentation was overdue since January, 2025. Requested access to the FEMA portal.
- Reviewed sewer repair issues with the Public Works Supervisor Pafumi.
- Worked on securing survey responses for permit fees and fines for the April 30th workshop.
- Attended the Flood Risk and Mitigation Public Information Working Group virtual meeting for information about CRS credits and recertification.

Week of April 21, 2025

- Conference call with Robert Malley (FDEM) to discuss pending documents needed for payroll reimbursement for Hurricane Debby.
- Met with SafeBuilt representatives to discuss the Building Department contract and to tour their facilities.
- Enrolled staff and commissioners in the FDEM training May 15, 2025
- Met with our FEMA grant rep (via zoom) and our State of FL contact (in person) to discuss the status of current FEMA grant requests for Debby, Helene, and Milton. Rafael and I are gathering documents.
- Conference call with Smita to get caught up with LMS. She also answered questions about HMGP grant projects and the application process.
- Reviewed the Town's Policy Goals and Capital Improvement Program (CIP) plan for projects needing immediate attention. Also to analyze for possible grant programs.
- Rafael and I worked on the CRS annual recertification that is due May 1st. We were able to secure a 45-day extension. The updated deadline is now June 9, 2025.

Week of April 28, 2025

- Worked on locating documents and invoices for FEMA. Met with our FEMA reps to discuss pending items.
- Presented “Thank You” gifts to our 4 volunteers (assisting the Building Dept.) for Annual Volunteer Month.
- Met with Amy Baker, Mike Pafumi, Rafael Soto to discuss possible grant projects and programs.
- Contacted Mark Porter (Utility Consultants of Florida) to discuss status of the Undergrounding Project.
- Met with APS (Atlantic Pipe) to discuss the Sewer System Improvements and Stormwater projects.
- Worked on CRS recertification with Rafael.
- Met with the Accountant to discuss Building Dept. funds and to ask about setting up a contingency fund for future major storm event permit fees (to waive permit fees).

Week of May 5, 2025

- Hurricane Workshop preparation.
- Preparation for the FY25-26 Budget.
- Prepared a newspaper advertisement regarding Flood Mitigation (to earn CRS credit).
- Worked on the Undergrounding Project (contacted Duke, Pinellas Co, Spectrum, Mark Porter).
- Spoke with Pinellas County to get details on the Penny for Pinellas grant program for the Undergrounding project.
- Zoom call with our FEMA and FDEM reps to discuss the status of current FEMA grant requests for Debby, Helene, and Milton. Rafael and I are gathering invoices and documents.
- Worked on CRS recertification with Rafael.
- Attended the LMS Working group meeting online. Gathered information for our HMGP grants.
- Worked with Rafael to contact Pinellas County Utilities regarding the Sewer System Acquisition Process. The Town needs to begin by submitting a Letter of Intent. I will prepare next week.
- Attended the HURRICANE AWARENESS Workshop at the Indian Shores Town Hall from 5-7pm. The event was well attended by residents of both towns.
- Worked with the Deputy Clerk to streamline the variance application process.
- Coordinated staffing to fill vacancy in Building Department (temp/phones).
- Onboarding with the new Commissioner, Doug Harr.