



**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
SPECIAL MEETING  
WEDNESDAY, SEPTEMBER 24, 2025 - 6:00 P.M.  
AGENDA**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. APPEARANCES AND PRESENTATIONS**

**E. OLD BUSINESS**

1. ORD 2025-04 Election District Revision – 2<sup>ND</sup> Reading
2. Town Hall Hours

**F. NEW BUSINESS**

1. Building Department Services Contract

**G. MISCELLANEOUS**

**H. 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 E.1.**





Town of  
**Redington Shores**  
*Nature's Beach*

Date: August 13, 2025  
To: Board of Commissioners  
From: Margaret Carey, Town Manager/Town Clerk  
Re: Ordinance 2025-04 Election District Revision

At the July 30<sup>th</sup> Workshop, the Commission discussed a proposal by Commissioner Maynard to acquire a section of District 3 and incorporate into the District 4 boundary. Commissioners also discussed the need to evaluate all districts to ensure equal numbers of electors.

It was decided to approve an Ordinance updating the boundary between Districts 3 and 4 at this time. After the March 2026 election, a redistricting committee will be established to evaluate equal elector representation in all districts.

Attorney Eschenfelder was directed to prepare an ordinance to reflect the update. In addition, the Supervisor of Elections Office was notified of the impending change.



**ORDINANCE NO. 25-04**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE  
TOWN OF REDINGTON SHORES, FLORIDA,  
RELOCATING CERTAIN PROPERTY WITHIN THE  
TOWN FROM COMMISSION DISTRICT THREE TO  
DISTRICT FOUR; PROVIDING FOR SEVERABILITY,  
CODIFICATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, § 8(B) of the Town Charter provides that the Town Commission may, from time to time and by ordinance, change the boundaries of the Town's election districts as it may deem expedient so that each district shall contain as nearly as possible the same number of electors, and so long as such revision does not occur within six months of a Town election; and

**WHEREAS**, § 8(C) of the Town Charter provides that in each instance where the Commission revises the boundaries of the districts, it shall, in addition to considering the numbering and population distribution requirements, attempt to develop district boundaries which would prevent or make less likely the election of more than one Commissioner (excluding the Mayor-Commissioner) from any one homeowner or condominium association, with the intent that no one condominium or homeowner association should hold a majority of the Town Commission seats; and

**WHEREAS**, the Commission last revised the Town's election districts in Ordinance 12-02, adopted April 11<sup>th</sup> 2012; and

**WHEREAS**, since being appointed to his seat, the District 4 Commissioner has examined the boundaries of his district and has determined that certain properties bordering the southwest portion of his current district, which properties are currently situated in District three, should be included in his district; and

**WHEREAS**, according to the Supervisor of Elections most recent data, District one has 394 electors, District two has 441 electors, District 3 has 351 electors, and District 4 has 379 electors; and

**WHEREAS**, while recent residential changes related to the 2024 hurricanes make precise data difficult to obtain, the proposed relocation of the properties would move approximately twenty electors from District 3 to District 4; and

**WHEREAS**, the District three Commissioner has expressed an understanding of the District four Commissioner's desire to "square off" his district and thus does not object to the change; and

**WHEREAS**, the Commission has recognized that in light of the disparity of electors between districts (90 electors between the highest and lowest district), a broader redistricting examination is in order to ensure the Charter's "rough equality" mandate is restored; but

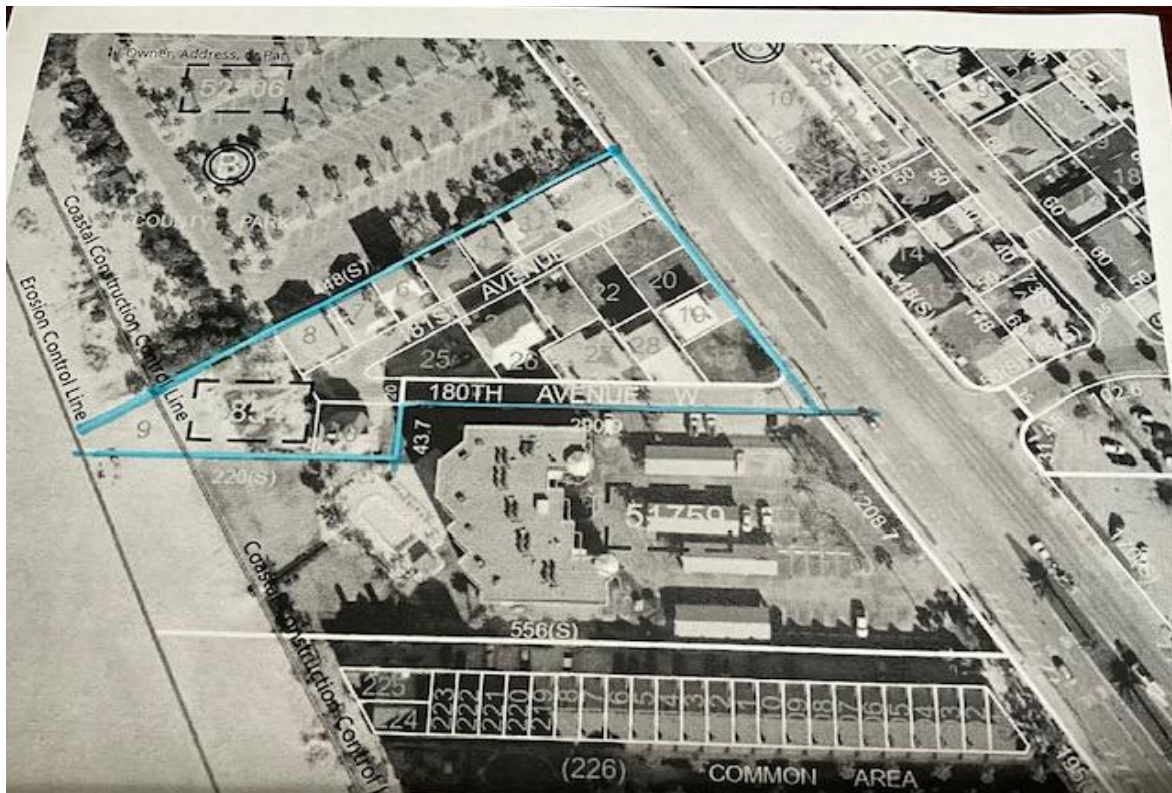


**WHEREAS**, in light of the reality that so many Town residents are still actively attempting to recover from last year's hurricane impacts, including the fact that many homes remain unlivable until insurance and grant funds may be determined and necessary permits obtained, it would be unfair to such residents to undertake a complete redistricting effort until further progress on recovery occurs and greater stability returns to the Town; and

**WHEREAS**, the Commission finds that it is in the best interests of the Town to adopt this Ordinance.

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

**Section 1.** The Town's Election Districts, as adopted by Ordinance 12-02, are hereby amended to move 180<sup>th</sup> Avenue and 182<sup>nd</sup> Avenues West, west of Gulf Blvd., and the parcels numbered 1-11 and 18-28 (contained within the Surfside Cabana Club Revised subdivision) outlined in blue on the following map, from Election District 3 to Election District 4:



**Section 2.** The Town Planner shall create a new election districts map by no later than October 1<sup>st</sup> 2025 depicting the new boundaries.



**Section 3.** The Town Manager is directed to ensure the Pinellas County Supervisor of Elections is provided with a copy of the Town's new election districts, and that the new election district map is published for Town residents on the Town's website.

**Section 4.** The Town Manager is directed to schedule a time to bring back to the Town Commission the topic of broader redistricting immediately after the scheduled 2026 elections are decided either by uncontested races or by vote of the electors, whichever is earlier, so the Commission may then determine how it wishes to proceed with the project of Town-wide redistricting.

**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.** Since this Ordinance does not revise the Town Code, the Town Clerk shall not transmit this Ordinance to the Town's Code Codifier, and the Codifier shall NOT codify this Ordinance.

**Section 7.** 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 8.** Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

**ADOPTED ON FIRST READING** on the 13<sup>th</sup> day of August, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

**ADOPTED ON SECOND AND FINAL READING** on the 24<sup>th</sup> day of September, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

---

Tom Kapper, Mayor

**Attest:**

---

Melissa Fultz, Town Clerk



# **ITEM E.2.**





Town of  
**Redington Shores**  
*Nature's Beach*

Date: September 24, 2025  
To: Board of Commissioners  
From: Margaret Carey, Town Manager  
Re: Town Hall Hours

**BACKGROUND**

In March 2025 Building Department and Town Hall Hours were modified temporarily to accommodate the influx of permit applications. Town Hall was closed on Fridays so that permit technicians could work exclusively on processing permit applications. There were no modifications to staff schedules and all staff work in the office Monday through Friday.

Current Hours

Monday – Thursday: 10am to 6pm  
Friday – Closed to the public.

Regular Hours

Monday – Friday: 9am to 4pm

**DISCUSSION**

Now that the town is seeing a reduction in new permit applications, and as we are negotiating a contract with a new building department services vendor, it is appropriate to discuss Town Hall hours again.



# **ITEM F.1.**





Town of  
**Redington Shores**  
*Nature's Beach*

Date: September 24, 2025  
To: Board of Commissioners  
From: Margaret Carey, Town Manager  
Re: Building Department Services – Contract Update

**BACKGROUND**

At the 9-3-2025 Special Meeting, Commissioners were introduced to staff members from C.A.P. Government to hear detailed information about their services.

Commissioners voted in favor of directing the Town Attorney and Town Manager to enter into negotiations with C.A.P.

C.A.P. officially submitted their proposed contract. Attorney Eschenfelder and I have reviewed the contract and worked with C.A.P. staff to refine the terms to meet the needs of our town.

The final proposed contract is attached for your review and consideration.

**RECOMMENDATION**

Staff recommend approving the contract with C.A.P. for building department services.



**PROFESSIONAL SERVICES AGREEMENT FOR BUILDING OFFICIAL,  
INSPECTOR, PLAN REVIEW, BUILDING CODES, PERMITTING AND  
FLOODPLAIN MANAGEMENT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 24<sup>th</sup> day of September 2025 by and between the Town of Redington Shores, Florida, a Florida municipal corporation 17425 Gulf Blvd., Redington Shores, FL 22708 (the “Town”) and C.A.P. Government, Inc., a Florida corporation, with a principal address of 343 Almeria Avenue, Coral Gables, FL 33134, a wholly owned subsidiary of Bureau Veritas Certification North America, Inc., with a principal address of 16800 Greenspoint Park Drive, Ste. 300S, Houston, TX 77060, a foreign corporation registered to conduct business in Florida (the “Consultant”), which shall be jointly referred to as “Parties.”

**WHEREAS**, on June 30<sup>th</sup> 2025, the Town issued a Request for Proposal # 25-01 (the “RFP”) for Building Official, Inspector, Plan Review, Building Codes, Permitting, and Floodplain Management Services (the “Services”); and

**WHEREAS**, by the July 22<sup>nd</sup> 2025 deadline for receipt of proposals, the Town had received four responsive, proposals, three of which the Town staff determined to be responsible, including the Consultant’s proposal (the “Proposal”); and

**WHEREAS**, on August 27<sup>th</sup> 2025, the Town Commission evaluated the proposals, heard presentations from the three responsive and responsible proposers, and determined it wanted to hear a follow up presentation from the Consultant as its top-ranked firm; and

**WHEREAS**, on September 3<sup>rd</sup> 2025, the Town Commission determined Consultant remained the top ranked Firm, and authorized Town staff to finalize negotiation of an agreement with the Consultant; and

**WHEREAS**, the Town staff and Consultant have subsequently agreed on the terms of this Agreement as are set forth herein; and

**WHEREAS**, Town Commission desires to retain Consultant to perform the Services under the terms of this Agreement and the Consultant is ready, willing, and able to perform the Services.

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

**1. SCOPE OF SERVICES**

Consultant will perform the Services, including plans review of building, structural, electrical, mechanical and plumbing and inspections of building, accessibility, roofing, electrical, mechanical, gas and plumbing requirements as contained in the Building Code, as further set forth in **Exhibit “A”** (Scope of Services). The Services shall be performed in accordance with Building Code, Florida Statutes, and the Town Code.



Services will be provided by Consultant personnel in accordance with the job classifications contained in **Exhibit “A”**. All such personnel shall be and remain employees of Consultant, not the Town. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Town in accordance with Florida Statutes Chapter 468, Part XII (Building Code Administrators and Inspectors). Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall, when providing the Services, ensure that it does so in full compliance with the requirements of Florida Statutes Chapter 553 and Florida Statutes Chapter 468, Part XII (Building Code Administrators and Inspectors). This compliance shall include ensuring the Town is in compliance with all requirements related to the development and update of a fee schedule and related Utilization Report, and to ensure the Town has posted any required information on its website.

In performing the Services, the Consultant shall also provide additional support services (hereinafter referred to as “Additional Support Services”) as reasonably requested by the Town Manager relating to organization and coordination of the various activities with Town staff.

Since the Florida Legislature has mandated each local government be prepared to respond to an increase in service needs after a hurricane or similar regional disaster, Consultant agrees that it will provide enhanced staffing services to the Town in such event, so that residents and owners are able to obtain timely FEMA determinations and subsequent permit reviews.

## **2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Town 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**

The Consultant shall be compensated for the Services as follows:

- a. For its performance of the Services (except Additional Support Services), Consultant shall be compensated at a rate equal to seventy **(70%)** percent of the monthly building permit and inspection fees collected by the Town. The Town shall retain thirty **(30%)** percent of the monthly building and inspection permit fees collected to fund the Town’s emergency permit fee relief fund, contingency fund, and for any other lawful uses of such funds as provided by Florida Statutes § 553.80. For purposes of this Section, the term “fees collected” shall exclude any



fee reductions required by Florida Statutes § 553.791 for an owner's use of private providers for plans review or inspection services.

- b. For Additional Support Services, the Town shall compensate Consultant at the rates set forth in **Exhibit "B"** (Fee Schedule).

#### **4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Town on a monthly basis for Additional Support Services, if any, and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. The Town may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested, the Town 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 Consultant's invoice date, if additional information is requested, Town will submit payment within thirty (30) days of resolution of the dispute.

#### **5. TERM**

Notwithstanding the actual date(s) of execution, this Agreement shall be effective on the Effective Date. 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 sixty (60) 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 Town. 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 sixty (60) days. Alternately, Town 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. FEE COLLECTION; PRIVATE PROVIDERS**

The Parties agree that to avoid work being performed prior to fee collection, the Town will collect all applicable permit, plans review, and inspection fees and fines at time



services are applied for or the fines incurred. Consultant shall not perform any Services prior to the applicable fees having been paid by the owner or owner's contractor.

Consultant acknowledges that the Town is required by Florida Statutes § 553.791 to provide a fee reduction for an owner's use of private providers for plans review or inspection services (where the owner and contractor have complied with the procedural requirements in the statute), and that the Town will rely on Consultant's guidance as to when such a fee reduction is required.

## **8. FEE SCHEDULE ANALYSIS**

Within the first ninety (90) days after the Effective Date, Consultant will assist the Town with a comprehensive review of its fee schedule (including fees, fines, credit card use charges, private provider discount amounts, and refund request procedures) to ensure the adopted fee schedule satisfies the standards set forth in Florida Statutes Chapter 553.

The Town may request supplemental assistance with future reviews and updates of its fee schedule. The Parties agree that all such work will be billed as an Additional Support Service.

## **9. LOGISTICAL OBLIGATIONS; SOFTWARE AUTOMATION**

The Consultant shall provide all necessary vehicles, mobile phones, radios and any other equipment for its employees to perform the Services.

To the extent necessary to allow Consultant's employees to gain entry to and use space at the Town Hall for onsite interaction with owners and contractors, the Town shall provide any security badges, photo I.D.s, workspaces and landline telephones.

The Parties understand and agree that the Town desires Consultant's staff to maintain fixed office hours at Town Hall for the purpose of being available for owners and contractors. The Parties agree that they will work together to ensure Consultant's hours of availability satisfy the requirements of the Town and the needs of owners and contractors. The schedule established may be administratively revised over time as the Parties may agree are in the best interest of the Parties and the Town's residents and contractors.

Consultant agrees to work with the Town to implement Consultant's program that will permit Consultant's personnel to enter data into an internet-based software application that processes, tracks and monitors permit, plan review and inspection activity; contains plan review comments and approvals; provides for fee payments; and schedules pending and daily inspections. The Town has a current software platform as of the Effective Date, and Consultant will agree to use this system. In the event the Town desires to change systems in the future, the Parties will determine if such change may occur administratively or would require an Amendment to this Agreement.



## **10. PERFORMANCE STANDARDS; CUSTOMER SERVICE; LICENSES**

Absent exceptional circumstances, Consultant will provide building inspections by no later than forty-eight (48) hours during normal business days after a request for inspection is received. Consultant shall make all best efforts to respond within one day for inspection requests in emergency situations including electrical or plumbing work which would allow a homeowner to safely re-occupy her or his residence.

Unless a shorter period is mandated by Florida law, Consultant will complete plan reviews within ten (10) business days after all application materials have been submitted and are determined to be complete. For purposes of this section, “plan review” does not include any required zoning or land use reviews to be performed by the Town’s planner, or any floodplain review which will require ensuring applicable FEMA and Town floodplain code regulations are complied with.

Notwithstanding the maintenance of office hours, Consultant will maintain availability of its personnel for customer service assistance at a minimum of between 8:30 A.M. and 10:00 A.M. each business day either remotely (virtual) or in person. Consultant shall coordinate with the Town to ensure its telephone, email, and virtual consulting information is posted or linked to the Town’s Building Department webpage.

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 the Town that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

In providing the Services, Consultant shall assign only licensed and qualified staff to perform the relevant services. Consultant shall also ensure that it assigns to any customer-facing duties personnel who are able and willing to communicate with calmness, precision, compassion, and knowledge. To that end, Consultant agrees that if the Town Commission concludes that any of Consultant's personnel are consistently not adhering to this requirement, Consultant will agree to assignment of a different member of its team at the earliest opportunity while ensuring continuity of services to Town residents and owners.

The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the scope of Services, and shall maintain same in good standing during the full term of this Agreement.

## **11. 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 the Town. The Town shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or all other forms or types of compensation or benefits to any personnel performing services for the Town 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.

The Parties agree that Consultant may provide similar service to other clients during the Term, and the Town 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 but in consultation with the Town, to perform services for the Town. The Town may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall make all best efforts to accomplish a re-assignment in a prompt manner. The Parties agree, however, that the Town may not demand replacement of a Consultant employee for the sole reason that the employee lawfully and correctly applied the Florida Building Code or Town Code in a manner not desired by an owner or contractor.

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 the Town, including attendance at meetings, and Consultant's employees are not subject to the direction and control of the Town. Except where required by the Town to use Town information technology equipment or when requested to perform the services from office space provided by the Town, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. To the extent the Town maintains a generic Building Official email address, emails to that address may be automatically re-directed to the Building Official assigned to the Town by the Consultant.

## **12. ASSIGNMENT AND SUBCONTRACTING**

Neither Party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of the other Party; consent shall not be unreasonably withheld. Consultant may not subcontract any or all of the Services to other third parties without prior written Town approval. Any authorized assignee or subcontractor must be contractually bound to comply with the terms of this Agreement, and Consultant remains responsible for any assignee or subcontractor performance or failure to perform the Services.

## **13. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the Town, its elected and appointed officials, employees and volunteers and others working on behalf of the Town, 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 Town.

Consultant’s indemnification liability as set forth above shall be limited to the dollar amounts of the insurance limits set forth in Section 14 of this Agreement (Insurance).

Nothing herein shall be interpreted as a waiver by the Client of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Client expressly reserves these rights to the full extent allowed by law.

#### **14. HUMAN TRAFFICKING AFFIDAVIT**

The Consultant shall provide the Town with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Town’s staff.

#### **15. 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 Town. 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.
- 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 Town and Town’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. Town 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 Town.

#### **16. THIRD PARTY RELIANCE**

This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

#### **17. OWNERSHIP OF DOCUMENTS**

Except as expressly provided in this Agreement, Town 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 Town. Subject to the preceding, as between Town and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Town when Consultant has been compensated for the same as set forth herein, and Town 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 Town 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, and (ii) benchmarking of Town's and other client's performance relative to that of other groups



of customers served by Consultant. For the avoidance of doubt, Town 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 Town will be exported into a CSV file and become property of Town.

#### **18. CONSULTANT ACCESS TO RECORDS**

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Town 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.

#### **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 Town of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Town when assigned employee(s) is unavailable.

#### **20. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the performance of the Services. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status. Consultant shall ensure that to the extent any building department customer of the Town requires an accommodation under Title II of the ADA, Consultant shall ensure such accommodation is made to allow the customer to access the Services.

#### **21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS**

Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of §



274(A)(e) of the Federal Immigration and Employment Act. The Consultant shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Town.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Town cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Town that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this Agreement. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

## **22. NOTICES**

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

**If to Town:** Town of Redington Shores  
Attn: Town Manager

**If to Consultant:** C.A.P. Government, Inc.  
Attn: Carlos Del Pino,  
Vice President of Operations, Florida Region

## **23. FORCE MAJEURE**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or



performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

#### **24. ATTORNEY'S FEES**

In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

#### **25. 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.

#### **26. 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 Town's charter and code of ordinances, state or federal statute, case law or ethical principles.

#### **27. SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter, or renew, this Agreement if:



- (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
- (ii) The Consultant engages in business operations in Cuba or Syria; or
- (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Town if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Town within ten (10) days of the date of such occurrence.

In the event the Town determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Town may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Town may pursue any and all other legal remedies against the Consultant.

## **28. PUBLIC RECORDS**

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
- (b) Upon request from the Client's custodian of public records, 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 as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.397.5538), E-MAIL ([townclerk@townofredingtonshores.com](mailto:townclerk@townofredingtonshores.com)), OR MAIL (TOWN OF REDINGTON SHORES, OFFICE OF THE TOWN CLERK, 17425 GULF BLVD., REDINGTON SHORES, FLORIDA 33708.**



## **29. PERSONAL IDENTIFYING INFORMATION**

Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Consultant to possess the personal identifying information of citizens provided by the Town, Consultant will be required to complete a Foreign Country of Concern Attestation.

## **30. 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 shall be in the Sixth Judicial Circuit of Florida for Pinellas County, or, as to federal litigation, in the United States District Court, Middle District of Florida, Tampa Division, and each Party waives any and all jurisdictional and other objections to such exclusive venue.

## **31. SIGNATURE; 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. Pursuant to the Florida Uniform Electronic Transaction Act, Florida Statutes § 668.50, the Parties agree that this Agreement may be executed by means of electronic signature(s).

## **32. SEVERABILITY**

In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.

## **33. NO 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.

## **34. NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.



### **35. AMENDMENTS**

This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

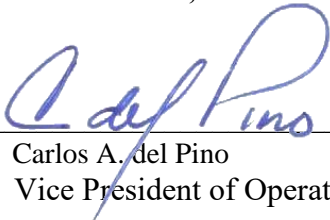
### **36. MERGER; ENTIRE AGREEMENT**

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. 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 Parties have caused this Agreement to be executed in their respective names through their respective authorized officers.

**C.A.P. Government, Inc.**

**Town of Redington Shores**

By:   
\_\_\_\_\_  
Carlos A. del Pino  
Vice President of Operations, Florida Region

By: \_\_\_\_\_  
Tom Kapper  
Mayor



## **Exhibit “A” Scope of Services**

### **Building Official Services**

- Be a resource for Consultant team members, Municipal staff, contractors 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 Town – 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, and 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 due and private provider discounts owed
- Work with the Town Clerk to facilitate public records request responses
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for Town Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiencies

#### Floodplain Management Services

- Facilitate and assist with the floodplain oversight program as established by Town
- Assist Town with Municipal CRS audit and provide assistance on improving Town CRS rating
- Assist in the preparation of annual re-certification statements for continuing program compliance
- Review elevation certificates for new construction projects
- Assist the Town on all required flood plain documentation and elevation certificates before issuance of certificate of occupancy
- Assess current practices to help ensure Town is credited with eligible CRS program elements and maintain or improve current classification rating
- Provide assistance with the establishment of a Program for Public Information (PPI) to increase public awareness and earn higher CRS program ratings to reduce flood insurance premiums
- Oversee the administration of the Town's Floodplain Code, including the making of determinations related to substantial damage/substantial improvement related to permit applications



### 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

### Quasi-Judicial and Reporting Services

- Consultant will work with Town to develop a mutually agreeable reporting schedule and format.
- Consultant will ensure the Town is compliant with all reporting and website posting requirements associated with Florida Statutes Chapter 553 (but shall have no responsibility to upload to or maintain the Town's website).
- The assigned Building Official will assist the Town in reviewing applications for variances, special exceptions, SD/SI appeals, and similar matters, and will develop related staff reports and recommendations regarding such applications, and will periodically attend and testify at Board of Adjustment or Special Magistrate hearings related to such applications.



**Exhibit “B”**  
**Additional Support Services Rates**

<b>POSITION</b>	<b>HOURLY RATES</b>
<b>Building Official</b>	<b>\$125.00</b>
<b>Plans Examiner</b>	<b>\$100.00</b>
<b>Inspectors</b>	<b>\$90.00</b>
<b>Floodplain Management</b>	<b>\$100.00</b>
<b>Permit Technician</b>	<b>\$55.00</b>