



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
WEDNESDAY, August 1, 2018
6:30 P.M.**

Town Hall

Assembly Hall

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. **PUBLIC FORUM: Non-Agenda Items Only** NOTE: A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
6. **REPORTS**

Public Safety	Commissioner Kornijtschuk
Building/Code	Vice Mayor Will
Public Works/Parks	Commissioner Steiermann
Finance	Commissioner Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
7. **CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, July 18, 2018
 - B. Bill list ending for Day Ending July 27, 2018
 - C. Bridge Tenders Request-Town Hall August 14 and 15
8. **OLD BUSINESS**
 - A. 2018-2019 Budget
9. **NEW BUSINESS**
 - A. Resolution 2018-06: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Authorizing Maintenance of Traffic Control Signals and Devices.
 - B. Resolution 2018-07: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, calling for the Referendum Election to be held in conjunction with the General Election to be held on November 6, 2018; Providing for establishment of



the Ballot Title and Substance for one Referendum Question to Amend the Zoning Code in Accordance with the Town Charter; submitting said Referendum Question to the Voters; Providing for Notice to the Supervisor of Elections; and providing for the Effective Date hereof.

C. Pinellas County Interlocal Agreement for Map Updates

D. Forward Pinellas

10. OTHER BUSINESS

11. ADJOURNMENT

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

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

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

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



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, July 18th, 2018
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, July 18th, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

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

Roll Call

	Present	Absent
Commissioner Steiermann	X	
Commissioner Kornijtschuk	X	
Vice Mayor Will	X	
Commissioner Dorgan	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Deputy Clerk Nieves	X	

Agenda: Mayor Simons requested the agenda be amended by moving item 9A to be heard after Public Forum. Motion by Commissioner Dorgan and seconded by Commissioner Kornijtschuk to approve the amended agenda. Motion passed with all ayes.

Public Forum: None

Presentation by Vince Gadrix, Director of Gulf Beaches Public Library. Mr. Gadrix thanked Commissioner Dorgan for serving on the Library Board. He presented statistics which show Library usage among the Town residents. He updated the Commission on future plans to expand the facility through grant funding.

REPORTS

Public Safety

- Nothing to report

Building

- Nothing to report

Public Works

- Commissioner Steiermann requested the Commission, at a future meeting, consider hiring additional legal counsel to advise on the Town's Short Term Rental ordinance.

Finance

- Commissioner Dorgan reported he would be absent for the next 2 Commission meetings.

Mayor

- Nothing to report

Town Clerk

- Nothing to report

Town Attorney

- Nothing to report

Boards and Committees

- Nothing to report

CONSENT AGENDA

- A. Board Regular Meeting Minutes, June 20, 2018
- B. Board Budget Workshop Minutes, July 5, 2018
- C. Bill list for day ending July 13, 2018

A motion by Commissioner Dorgan and seconded by Commissioner Kornijtschuk to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

OLD BUSINESS

Discussion of the 2018-2019 Budget was postponed until the next Commission meeting due to the absence of the Town Clerk.

NEW BUSINESS

- A. **Board of Adjustment Appointments (3)** A motion by Vice Mayor Will and seconded by Commissioner Kornijtschuk to re-appoint Wally Hawthorne, Richard Tangredi and Darcy Bellmore to 2 year terms. Motion passed with all ayes.
- B. **First Reading of Ordinance 2018-07: Ordinance 2018-07: An Ordinance of the Town of Redington Beach, Florida, submitting to the Electors of the Town, an Ordinance relating to Zoning; Amending Appendix A- Zoning, Section 3- [Permitted buildings and Uses] Subsection (1C), and Section 15.-Definitions of the Code of Ordinances of the Town of Redington Beach; providing for a purpose and intent; making certain findings; providing definitions; prohibiting the operation of any medical marijuana dispensing facilities within the Town of Redington Beach; Providing for Severability; and Providing an effective date.** A motion by Commissioner Steiermann and seconded by Vice Mayor Will to adopt Ordinance 2018-07.

	Motion	Second	Aye	Nay	Absent
Commissioner Steiermann			X		
Commissioner Kornijtschuk			X		
Vice Mayor Will	X		X		
Commissioner Dorgan		X	X		
Mayor Simons			X		

C. Request from Santa's Angels

President Mike Brown requested an electrical upgrade at Friendship Park. Santa's Angels is a 501c3 non-profit organization which holds fundraising events in the Park twice annually. According to Mr. Brown, the electrical upgrade is necessary due to the recent addition of live musical entertainment. The estimated costs will be approximately \$400.00. The Commission reminded Mr. Brown that the Town spent \$3,950 on electrical upgrades to Friendship Park in early 2015, at the request of another non-profit organization, the Redington Beach Property Owner's Association. Vice-Mayor Will, Commissioner Steiermann and Mayor Simons were opposed to financing the upgrade. Commissioner Dorgan supported the request. Commissioner Kornijtschuk withheld his opinion. The Commission denied the request to finance the upgrade but agreed to allow the upgrade at the Organization's expense, with the condition that the Town choose the electrical contractor who will perform the work.

D. Tentative Millage Rate

The Commission discussed keeping the current millage rate, 1.8149 or using the rollback rate of 1.7182. Motion by Commissioner Steiermann to keep the current millage rate, seconded by Commissioner Dorgan. Motion passed with all ayes.

OTHER BUSINESS

None

With no further business, a motion was made by Vice Mayor Will and seconded by Commissioner Kornijtschuk to adjourn. Regular meeting was adjourned at 7:09p.m.

Adopted: August 1, 2018

Adriana Nieves, Deputy Town Clerk

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.510	Office Supplies						
	APEX OFFICE PRODUCTS	1807383-0	CRS Binders	0	07/12/2018	07/12/2018	8.18
							<u>8.18</u>
						Total Dept. Town Clerk:	8.18
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	613792	August 2018 - Law Enf.	0	08/01/2018	08/01/2018	20,598.00
							<u>20,598.00</u>
						Total Dept. Law Enforcement:	20,598.00
Dept: 539 Department of Public Works							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	31525-72269	2018-07-16 July 2018	0	07/16/2018	07/16/2018	84.11
							<u>84.11</u>
						Total Dept. Department of Public Works:	84.11
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	54246-18249	2018-07-16 July 2018	0	07/16/2018	07/16/2018	1.25
							<u>1.25</u>
101-572-572.462	Maintenance - Gr						
	BEACH HARDWARE	246	hardware, paint, tools	0	07/12/2018	07/12/2018	159.01
							<u>159.01</u>
101-572-572.522	Gasoline & Oil						
	SHELL	750166	Unleaded	0	07/18/2018	07/18/2018	84.14
	SHELL	750174	Diesel fuel	0	07/18/2018	07/18/2018	30.46
							<u>114.60</u>
101-572-572.527	Tools & Equipment						
	BEACH HARDWARE	246	hardware, paint, tools	0	07/12/2018	07/12/2018	45.98
							<u>45.98</u>
						Total Dept. Parks and Recreation:	320.84
						Total Fund General Fund:	21,011.13
Fund: 400 Storm Water							
Dept: 535 Storm Water							
101-535-535.340	Street Sweeping						
	USA SERVICES	386472	Street sweeping	0	07/13/2018	07/13/2018	375.00
							<u>375.00</u>
						Total Dept. Storm Water:	375.00
						Total Fund Storm Water:	375.00
						Grand Total:	21,386.13

7/18/2018

8188 Payroll
8189 Payroll
8190 Payroll
8191 Payroll
Payroll Liabilities
Retirement
8217 Marcia McClure

1,639.98
1,275.21
1,124.26
1,169.94
3,143.57
2,322.80
64,050.00

73,085.78

MAYOR SIMONS

VICE MAYOR WILL

COMMISSIONER KORNIJTSCHUK

COMMISSIONER DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Regular Meeting of August 1, 2018

Missy Clarke, CMC, Town Clerk

BUDGET WORKSHEET

Town of Redington Beach

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Month: 7/31/2018	Prior Year Actual	Current Year			Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru July		Requested	Recommended	Adopted
Fund: 101 - General Fund								
Revenues								
Dept: 000								
311.000 Ad Valorem Taxes	734,085	779,313	779,313	791,188	0	833,032		
312.100 Local Option Gas Tax	22,171	21,000	21,000	12,340	0			
313.200 City of Clearwater Fran Fee	5,580	4,300	4,300	3,533	0	5,500		
313.900 Utility Propane Tax	599	600	600	597	0	600		
314.100 Progress Energy Utility tax	110,382	105,000	105,000	64,411	0	105,000		
315.000 Communications Services Tax	59,784	62,066	62,066	34,442	0	59,021		
316.000 Business Tax License	2,190	2,000	2,000	2,011	0	1,500		
323.100 Electricity Franchise Fee	115,037	112,000	112,000	68,983	0	112,000		
327.000 Variances Permits/Licenses	4,750	2,000	2,000	2,250	0	2,000		
331.500 Federal Grant	583,358	750,000	750,000	214,515	0	10,000		
334.300 FDOT Lighting Grant	9,359	9,405	9,405	9,640	0			
335.120 State Revenue Sharing	26,753	27,037	27,037	19,670	0	27,049		
335.180 Half Cent Sales Tax	90,674	94,282	94,282	56,173	0	95,349		
351.200 Court Fines - Traffic	4,053	1,500	1,500	4,434	0	4,000		
359.900 Other Fine	1,475	1,500	1,500	31,500	0	1,500		
361.200 Interest Savings Accounts	14,166	9,000	9,000	17,892	0	15,000		
366.000 Contrib. & Dons. (Twin Towers)	2,380	1,000	1,000	1,852	0	1,000		
367.000 Other Licenses/Permits	270	400	400	330	0	300		
369.900 Other Misc Revenues	5,804	500	500	946	0	500		
Dept: 000	1,792,870	1,982,903	1,982,903	1,336,707	0	1,273,351	0	0
Total Revenues	1,792,870	1,982,903	1,982,903	1,336,707	0	1,273,351	0	0
Expenditures								
Dept: 000								
999.992 Transfer Out	94,251	46,173	46,173	0	0			
Dept: 000	94,251	46,173	46,173	0	0	0	0	0
Dept: 511 Legislative								
511.111 Registration	1,376	1,500	1,500	1,525	0	1,500		
511.120 Salaries and Wages	20,400	20,400	20,400	17,000	0	20,400		
511.400 Travel	0	100	100	0	0	100		
511.410 Boat Parade	800	800	800	800	0	800		
511.820 Donations	500	500	500	0	0	500		
521.210 Fica Match	1,561	1,561	1,561	1,301	0	1,561		
Legislative	24,637	24,861	24,861	20,626	0	24,861	0	0
Dept: 512 Town Clerk								
512.120 Salaries and Wages	61,814	64,272	64,272	49,440	0	67,486		
512.130 Holiday Bonus	500	500	500	500	0	500		
512.220 Pension	-389	6,427	6,427	4,944	0	6,749		

BUDGET WORKSHEET

Town of Redington Beach

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Month: 7/31/2018	Prior Year Actual	Current Year			Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru July		Requested	Recommended	Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 512 Town Clerk								
512.230 Group Insurance	8,120	10,160	10,160	8,449	0	8,360		
512.231 Life Insurance	176	177	177	122	0	120		
512.232 Dental Insurance	417	456	456	678	0	370		
512.240 Worker's Comp Insurance	898	1,322	1,322	991	0			
512.260 General Liability Insurance	5,145	5,316	5,316	3,987	0			
512.265 Property Insurance	803	628	628	471	0			
512.266 Property Insurance - Wind	3,558	3,558	3,558	2,668	0			
512.269 Flood Insurance	5,236	5,500	5,500	5,719	0			
512.310 Professional Services	0	0	0	986	0			
512.315 Temporary Services	185	100	100	0	0	100		
512.400 Travel	564	500	500	144	0	1,000		
512.409 Con Education/Registrations	1,081	1,500	1,500	668	0	1,500		
512.410 Telephone	2,259	2,250	2,250	1,893	0	2,300		
512.411 Internet Services	1,175	1,200	1,200	979	0	1,200		
512.412 Website Services	1,788	750	750	1,153	0	1,500		
512.415 Technical Assistance	0	1,000	1,000	0	0	1,000		
512.420 Postage	769	800	800	399	0	800		
512.421 Stamps.com	192	200	200	176	0	200		
512.440 Utilities- Water/Electric	5,276	6,500	6,500	3,459	0	5,500		
512.461 Building Maintenance	485	3,000	3,000	817	0	1,500		
512.471 Ordinance Codification	2,271	2,600	2,600	225	0	2,500		
512.472 Election Expense	872	2,638	2,638	2,764	0	2,500		
512.473 Newsletter	555	500	500	596	0	750		
512.480 Promotion/Public Relations	197	600	600	831	0	1,000		
512.490 Advertising	1,110	2,000	2,000	1,258	0	1,500		
512.510 Office Supplies	2,269	2,500	2,500	2,277	0	2,500		
512.515 Office Copier/Lease	2,069	1,500	1,500	1,188	0	1,750		
512.520 Office Copier/Usage	1,039	1,030	1,030	525	0	1,100		
512.521 Document Retention & Control	0	100	100	0	0	100		
512.542 Dues & Subscriptions	763	900	900	382	0	800		
512.640 Equipment	384	2,000	2,000	0	0	1,500		
521.210 Fica Match	4,682	4,917	4,917	3,255	0	5,163		
Town Clerk	116,263	137,401	137,401	101,944	0	121,348	0	0
Dept: 513 Finance & Admin								
513.120 Salaries and Wages	34,385	37,128	37,128	28,507	0	38,985		
513.130 Finance Holiday Bonus	500	500	500	500	0	500		
513.140 Overtime Pay	0	500	500	482	0	500		

BUDGET WORKSHEET

Town of Redington Beach

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Month: 7/31/2018	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru July	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 513 Finance & Admin								
513.220 Pension	-199	3,713	3,713	2,899	0	3,899		
513.230 Group Insurance	8,498	10,600	10,600	8,733	0	8,360		
513.231 Life Insurance	176	177	177	122	0	120		
513.232 Dental Insurance	448	456	456	320	0	370		
513.240 Worker's Comp Insurance	898	1,322	1,322	991	0			
513.320 Audit Fee	16,000	27,000	27,000	22,500	0	23,000		
513.415 Fund Balance Support	942	1,000	1,000	0	0	1,000		
513.490 Refunds	0	0	0	750	0			
513.493 Bank Service Charges	120	150	150	30	0	120		
513.495 Janitorial Services	2,250	2,340	2,340	1,800	0	2,350		
521.210 Fica Match	2,630	2,841	2,841	2,218	0	3,899		
Finance & Admin	66,648	87,727	87,727	69,852	0	83,103	0	0
Dept: 514 Legal Counsel								
514.121 Litigation	16,850	25,000	25,000	809	0	35,000		
514.124 Town Attorney	28,870	35,000	35,000	22,272	0	35,000		
514.421 Special Magistrate	520	5,000	5,000	0	0	5,000		
Legal Counsel	46,240	65,000	65,000	23,081	0	75,000	0	0
Dept: 521 Law Enforcement								
521.340 Law Enforcement Services-Cont	241,692	247,188	247,188	205,980	0	254,844		
521.350 Traffic Enforcement Officer	135	2,000	2,000	135	0	1,500		
521.410 Shared Cost - Phone	0	150	150	0	0	200		
Law Enforcement	241,827	249,338	249,338	206,115	0	256,544	0	0
Dept: 522 Fire Control								
522.340 Fire Department Services	55,077	56,068	56,068	56,068	0	57,302		
522.341 EMS (Seminole)	55,077	56,068	56,068	56,068	0	57,302		
Fire Control	110,154	112,136	112,136	112,136	0	114,604	0	0
Dept: 524 Protective Services								
524.310 Code Enforcement Services	17,484	22,500	22,500	14,351	0	24,000		
524.421 Attorney Fees	1,181	5,000	5,000	0	0	2,500		
524.422 Citation Costs/NRB	221	250	250	0	0	250		
524.510 Code Enforcement Supplies	0	100	100	0	0	100		
524.542 Dues & Subscriptions	150	150	150	150	0			
Protective Services	19,036	28,000	28,000	14,501	0	26,850	0	0
Dept: 539 Department of Public Works								
521.210 Fica Match	5,191	5,458	5,458	4,137	0	5,731		
539.120 Salaries & Wages	68,867	71,339	71,339	54,831	0	74,906		
539.129 Overtime - DPW	0	1,500	1,500	0	0			
539.130 Holiday Bonus - DPW	1,000	1,000	1,000	1,000	0	1,000		

BUDGET WORKSHEET

Town of Redington Beach

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Month: 7/31/2018	Prior Year Actual	Current Year			(6) Requested	(7) Recommended	(8) Adopted
		Original Budget	Amended Budget	Actual Thru July			
Fund: 101 - General Fund							
Expenditures							
Dept: 539 Department of Public Works							
539.200 Temp Help - DPW	0	2,000	2,000	0	0	2,000	
539.220 Pension Expense - DPW	-434	7,134	7,134	5,483	0	7,491	
539.230 Group Insurance - DPW	12,240	14,483	14,483	12,347	0	16,720	
539.231 Life Insurance - DPW	352	354	354	243	0	240	
539.232 Dental Insurance - DPW	971	912	912	1,350	0	740	
539.233 Vehicle Insurance	1,314	1,313	1,313	985	0		
539.240 Workers Comp - DPW	1,795	2,643	2,643	1,982	0		
539.241 Continuing Education	0	1,000	1,000	0	0	500	
539.400 TRAVEL	0	100	100	0	0		
539.440 P/W Utilities	1,194	1,300	1,300	1,308	0	1,300	
Department of Public Works	92,490	110,536	110,536	83,666	0	110,628	0
Dept: 541 Roads & Streets							
541.465 Maintenance - Streets	0	1,000	1,000	0	0	1,000	
541.466 Maint - Signs/Signals	0	5,000	5,000	0	0	5,000	
541.467 Maint - Street Lights	26,537	29,500	29,500	20,473	0	29,500	
541.535 Road Signage	381	1,500	1,500	332	0	1,500	
Roads & Streets	26,918	37,000	37,000	20,805	0	37,000	0
Dept: 554 Housing Development							
554.800 Grants and Aids	563,414	750,000	750,000	448,464	0	10,000	
Housing Development	563,414	750,000	750,000	448,464	0	10,000	0
Dept: 571 Libraries							
571.000 Libraries	29,541	30,610	30,610	22,957	0	31,234	
Libraries	29,541	30,610	30,610	22,957	0	31,234	0
Dept: 572 Parks and Recreation							
572.260 General Liability	5,145	5,316	5,316	3,987	0		
572.265 Property Insurance	803	628	628	471	0		
572.266 Property Insurance - Wind	3,557	3,558	3,558	2,668	0		
572.269 Flood Insurance	9,675	9,000	9,000	13,313	0		
572.340 Landscaping Expense	0	8,000	8,000	0	0	8,000	
572.341 Storm Debris Collection	3,790	0	0	19,543	0		
572.430 Utilities	4,514	6,000	6,000	4,434	0	5,500	
572.460 Maint - Automotive Equipment	1,311	1,500	1,500	0	0	1,500	
572.461 Maintenance - Building	943	1,500	1,500	1,385	0	1,500	
572.462 Maintenance - Grounds	12,543	20,000	20,000	5,713	0	15,000	
572.463 Maintenance - Trees	4,456	5,000	5,000	1,300	0	5,000	
572.464 Maintenance - Other	0	500	500	0	0	500	
572.467 Equipment Rental	0	500	500	0	0	500	
572.490 Playground Equipment	739	1,500	1,500	0	0	1,500	

BUDGET WORKSHEET

Town of Redington Beach

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Month: 7/31/2018	Prior Year Actual	Current Year		Actual Thru July	Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget			Requested	Recommended	Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 572 Parks and Recreation								
572.510 Maintenance Equipment Repair	207	500	500	0	0	500		
572.520 Uniforms	343	500	500	224	0	500		
572.521 Twin Towers Operating Supplies	107	300	300	152	0	300		
572.522 Gasoline & Oil	2,479	3,000	3,000	2,475	0	3,000		
572.524 Fertilizer & Mulch	2,030	2,000	2,000	2,481	0	2,500		
572.527 Tools & Equipment	606	1,000	1,000	908	0	1,000		
572.535 Signage	40	2,500	2,500	326	0	2,000		
572.555 Master Plan Planting Fund	0	0	0	11,664	0			
572.599 Swim Buoys	699	3,000	3,000	2,392	0	3,000		
Parks and Recreation	53,987	75,802	75,802	73,436	0	51,800	0	0
Dept: 573 Board of Parks & Recreation								
572.439 Holiday Lights	11,341	13,000	13,000	12,515	0	13,000		
572.535 Signage	1,075	1,500	1,500	3,091	0	1,500		
573.460 Holiday Lighting Maintenance	191	1,500	1,500	118	0	1,500		
573.525 Plants/Trees/Shrubs	383	1,500	1,500	0	0	1,500		
Board of Parks & Recreation	12,990	17,500	17,500	15,724	0	17,500	0	0
Dept: 600 Replacement Reserve								
600.220 2016 F150 Truck	0	3,000	3,000	0	0	3,000		
600.250 Tractor 2016	0	2,000	2,000	0	0	2,000		
600.301 Seawall	0	6,000	6,000	0	0	6,000		
600.401 Bldg Refurbishment - Town Hall	0	122,346	122,346	0	0	122,346		
600.403 Bldg Refurbishment - Pub Works	0	61,173	61,173	0	0	61,173		
600.640 Lawn Mower 2015	0	1,300	1,300	0	0	1,300		
600.800 Park Board Master Plan	0	5,000	5,000	0	0			
600.820 Park Board Playground Equip	0	10,000	10,000	0	0	10,000		
600.900 Storm Debris Collection	0	0	1	0	0	20,000		
Replacement Reserve	0	210,819	210,820	0	0	225,819	0	0
Total Expenditures	1,498,396	1,982,903	1,982,904	1,213,307	0	1,186,291	0	0

BUDGET WORKSHEET

Town of Redington Beach

Page: 6
7/27/2018
8:24 am

Month: 7/31/2018	Prior Year Actual	Current Year		Actual Thru July	Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget			Requested	Recommended	Adopted
Fund: 300 - Capital Accounts								
Revenues								
Dept: 000								
312.600 Sales & Use Tax - One Cent Tax	158,932	179,520	179,520	98,561	0	196,238		
334.390 FDOT Grant (Planning Board)	0	32,000	32,000	0	0	32,000		
335.122 Sales & Use Tax - 8th Cent	8,357	8,771	8,771	6,261	0	9,671		
337.300 PC Interlocal Agreement Reimb.	17,586	300,000	300,000	9,660	0	1,518,346		
361.200 Interest Savings Accounts	5,355	2,750	2,750	6,925	0	7,500		
399.000 Transfer In	94,251	46,173	46,173	0	0			
Dept: 000	284,481	569,214	569,214	121,407	0	1,763,755	0	0
Total Revenues	284,481	569,214	569,214	121,407	0	1,763,755	0	0
Expenditures								
Dept: 539 Department of Public Works								
539.630 Infrastructure	56,109	332,000	332,000	9,660	0	1,550,346		
Department of Public Works	56,109	332,000	332,000	9,660	0	1,550,346	0	0
Dept: 600 Replacement Reserve								
600.600 Roads & Streets	0	237,214	237,214	0	0			
Replacement Reserve	0	237,214	237,214	0	0	0	0	0
Total Expenditures	56,109	569,214	569,214	9,660	0	1,550,346	0	0

BUDGET WORKSHEET

Town of Redington Beach

Page: 7
7/27/2018
8:24 am

Month: 7/31/2018	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru July	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Fund: 400 - Storm Water								
Revenues								
Dept: 000								
312.000 Stormwater Fee Revenue	94,691	93,100	93,100	53,527	0	94,000		
361.200 Interest Savings Accounts	2,711	1,500	1,500	3,456	0	4,500		
Dept: 000	97,402	94,600	94,600	56,983	0	98,500	0	0
Total Revenues	97,402	94,600	94,600	56,983	0	98,500	0	0
Expenditures								
Dept: 535 Storm Water								
535.340 Street Sweeping	750	1,500	1,500	375	0	1,500		
535.441 Utility Mailing Costs	3,536	3,700	3,700	3,011	0	3,700		
535.468 Maintenance CDS Units	3,134	2,500	2,500	2,050	0	3,500		
535.540 Clean Drains & Lines	1,500	2,000	2,000	1,500	0	2,000		
535.548 NPDES Drain Cleaning	970	3,000	3,000	977	0	1,500		
535.650 Engineering Expense	5,555	8,000	8,000	13,555	0	8,000		
Storm Water	15,445	20,700	20,700	21,468	0	20,200	0	0
Dept: 541 Roads & Streets								
541.468 Maintenance - Storm Drains	0	1,500	1,500	0	0	1,500		
Roads & Streets	0	1,500	1,500	0	0	1,500	0	0
Dept: 600 Replacement Reserve								
600.500 Stormwater System	0	72,400	72,400	0	0	76,800		
Replacement Reserve	0	72,400	72,400	0	0	76,800	0	0
Total Expenditures	15,445	94,600	94,600	21,468	0	98,500	0	0
Grand Total:	604,803	0	-1	270,662	0	300,469	0	0

TOWN OF REDINGTON BEACH

Resolution 2018-06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, AUTHORIZING MAINTENANCE OF TRAFFIC CONTROL SIGNALS AND DEVICES

This interlocal agreement made and entered into this 1st day of August, 2018, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY and the TOWN OF REDINGTON BEACH, a municipal corporation of the State of Florida, hereinafter referred to as the TOWN.

WHEREAS, the COUNTY and the TOWN entered into an Agreement effective October 1, 2013, pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Acct of 1369" and

WHEREAS, the COUNTY and the TOWN extended the original agreement on October 1, 2013, extending the original agreement to September 30, 2018, and

WHEREAS, the COUNTY and the TOWN determined that it was in the best interest to coordinate and cooperate efforts to maintain traffic control signals and devices at all given locations in a uniform and systematic manner; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA AS FOLLOWS:

1. The term of the Agreement is hereby extended for ten years, commencing October 1, 2018 and ending September 30, 2028.
2. Except as changed or modified herein, all provisions and conditions of the attached Agreement shall remain in full force and effect.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULATION SESSION THIS 1st Day of August, 2018

Attest:

By: _____
Missy Clarke, CMC, Town Clerk

By: _____
Nick Simons, Mayor

	Motion	Second	Aye	Nay	Absent
Commissioner Dorgan					
Commissioner Kornijtschuk					
Commissioner Steiermann					
Vice Mayor Will					
Mayor Simons					

Resolution 2018-06
August 1, 2018

Missy Clarke

From: Lemonias, John <jLemonias@co.pinellas.fl.us>
Sent: Monday, July 23, 2018 1:50 PM
To: Missy Clarke
Cc: Evatz, Tyson T
Subject: Traffic Signal Agreement
Attachments: Traffic Signal Service Agmt 05182018.docx; Sample Appendix B.DOCX

Missy,

Please review the attached Traffic Signal Agreement and Sample Appendix B which would allow Pinellas County to maintain and seek reimbursement from FDOT for the devices in your town.

Please call me if you have any questions. Thank you, John.

John Lemonias

ITS Construction

Pinellas County Transportation

22211 US 19 N, Clearwater, FL 33765

W: 464-8871

C: 420-6270

jLemonias@co.pinellas.fl.us

Please [click here](#) to tell us how we are doing!

**INTERLOCAL SERVICE AGREEMENT
FOR
TRAFFIC CONTROL SIGNALS AND RELATED DEVICES**

THIS AGREEMENT is made and entered into by and between PINELLAS COUNTY, hereinafter the "COUNTY", and the CITY of TOWN OF REDINGTON BEACH, hereinafter the "CITY", as political subdivisions of the State of Florida.

WITNESSETH, that:

WHEREAS, this Agreement is made pursuant to Section 125.0101, and Section 163.01, Florida Statutes (2017); and

WHEREAS, the CITY has traffic control authority to carry out matters within CITY limits, as authorized by Section 316, Florida Statutes (2017); and

WHEREAS, the CITY and COUNTY recognize that maintaining traffic control signals and related devices in a uniform and systematic manner optimizes public resources, while providing enhanced safety, security, reliability, and consistent operation of such devices; and

WHEREAS, the CITY requires qualified comprehensive services for traffic control signals and related devices located within their municipal limits; and

WHEREAS, the COUNTY has the knowledge, skills, and established fully-operational and competently staffed traffic signal and sign shops, and is willing to provide services to the CITY on a reimbursement basis, and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION 1: SERVICES BY THE COUNTY

- 1.1 The COUNTY will provide a comprehensive maintenance management program comprised of the following described services, for traffic control signals and related devices situated within corporate limits, in a manner consistent with the requirements of the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; maintenance practices prescribed by the International Municipal Signal Association (IMSA); operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended; construction requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction; and as supplemented by Pinellas County Public Works Department Standard Technical Specifications for Roadway and Related Construction, which shall not conflict with the aforementioned standards.

These services will be provided in a timely manner, without prior notice to, or prior authorization from, the CITY. Professional Services, including but not limited to engineering and architectural design, are not provided through this Agreement.

- 1.2 **Basic Maintenance Services:** Maintenance activities, as generally described below, are included in the annual compensation for each device and location identified in Appendix "A."
 - 1.2.1 **Preventive Maintenance:** Periodic evaluation, general maintenance, and routine repairs performed at regularly scheduled intervals, to maintain the integrity of the installation, and minimize failures and malfunctions.
 - 1.2.2 **Response Maintenance:** In response to report or notification of a failure or malfunction, the COUNTY will evaluate, repair or replace equipment, components, and devices which have failed or malfunctioned as a result of normal wear and tear and/or obsolescence, in order to restore normal operation.
- 1.3 **Enhanced Repair Services:** Evaluation, repair or replacement of damaged equipment and components, or other services necessary to restore normal operation and compliance with the standards described in Section 1.1, resulting from casualty, collision, significant weather event or declared disaster, or by the willful and/or negligent actions of others. These services will be performed in a timely manner, in response to report or notification of failure, malfunction, or damage, without prior notice to, or prior authorization from, the CITY. These services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for each device and location identified in Appendix "A"; they will be invoiced to the CITY separately according to compensation rates identified in Appendix "B", unless such damages are the result of the actions of COUNTY personnel or its contractors.
- 1.4 **Optional Additional Services:** At the request of the CITY or FDOT, and acceptance of the COUNTY'S proposed work schedule, these services may be performed at the option of the COUNTY, on a case-by-case basis, resources and schedules permitting. Optional Additional Services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for devices and locations identified in Appendix "A". Such Services will be invoiced to the CITY separately according to compensation rates identified in Appendix "B". As professional services are not offered by this Agreement, the CITY may be required to provide engineering design plans for certain installations and modifications to be performed by the COUNTY.
 - 1.4.1 Operational changes or modifications to existing devices and locations, which require the installation of additional equipment, components, and/or devices, or the removal of equipment, components, and/or devices.
 - 1.4.2 Relocation or removal of equipment, components, or devices, as specifically requested and authorized by the CITY.

- 1.4.3 New installation of intersection control flashing beacons, roadside warning flashers, school zone beacons, pedestrian crossing signals, speed advance warning devices (speed check/speed feedback), and similar devices.
- 1.4.4 Installation, modification, or maintenance of signs and/or pavement markings and related materials.
- 1.4.5 Installation, modification, or removal of internally illuminated street name signs, blank-out signs, or other overhead mounted electrical information or guide signs.
- 1.4.6 Intersection and Roadway Lighting repair or maintenance activities.
- 1.4.7 Installation, modification, repair, or removal of other devices, components, or equipment, or at locations not specifically listed in Appendix "A".

SECTION 2: COMPENSATION

- 2.1 For services described in Section 1 above, the CITY shall pay compensation to the COUNTY, in accordance with Sections 218.70-218.80, Florida Statutes (2017), for each of the following described devices, at locations identified in Appendix "A":
 - 2.1.1 Fully signalized intersections, fire pre-empt signals, pedestrian mid-block signals, HAWK signals, or any traffic control device which operates, or is capable of operating, as a fully functional traffic control signal displaying vehicle and/or pedestrian indications, and which have comparable service requirements.
 - 2.1.2 Emergency fire pre-emption devices - Specialized equipment at fire stations, on fire trucks, or attached to traffic control signals, which are utilized to assign priority to approaching fire truck equipped with the appropriate emitter device.
 - 2.1.3 Specialized Equipment/Components – Equipment, components, or devices connected to traffic control signals, which have specialized inventory and service requirements (example: audible pedestrian signals).
 - 2.1.4 Intersection control beacons; roadside school zone beacons, warning flashers, pedestrian/school crossing flashers – These devices display flashing warning lights in a specified direction, and have comparable service requirements.
 - 2.1.5 Speed advance warning devices (Speed check/speed feedback signs) - Roadside electronic signs displaying the speed of an approaching vehicle.
- 2.2 In cooperation with the CITY, the COUNTY will annually update and reissue Appendix "A" to reflect the CITY's devices and locations. The revised Appendix "A" will be finalized by the COUNTY, and provided to the CITY prior to October 1st of each year. Appendix "A" will be updated and reissued during the year on an as-needed basis, to reflect additions and deletions of devices.

- 2.3 Concurrent with the COUNTY fiscal year, which begins October 1st, compensation rates shall be adjusted annually based on the realized costs to the COUNTY from the previous completed fiscal year. Accordingly, the COUNTY will update and reissue Appendix "B" to reflect the revised annual compensation rates, which will be provided to the CITY prior to October 1st of each year. The first adjustment under this Agreement will take effect on October 1, 2019, and then annually thereafter for the life of this Agreement.
- 2.4 The CITY shall make semi-annual payments to the COUNTY for the previous 6-month maintenance period, for all devices and locations identified in Appendix "A", according to compensation rates identified in Appendix "B". Semi-annual maintenance periods shall be October through March, and April through September.
- 2.5 Compensation for devices and locations added during the maintenance period will be prorated based on the number of days such devices and/or locations are covered by this Agreement.
- 2.6 Compensation for devices and locations removed or transferred during the maintenance period will be prorated based on the number of days such devices and/or locations were covered by this Agreement prior to removal or transfer.
- 2.7 Invoices for Enhanced Repair Services and Optional Additional Services will be submitted to the CITY in sufficient detail for proper pre-audit and post-audit thereof.
- 2.8 Should this Agreement be terminated by either party, Final Invoice will include all services provided prior to termination.

SECTION 3: CITY RESPONSIBILITIES

- 3.1 The CITY agrees that any and all work involving devices and locations identified in Appendix "A" shall be performed by, or coordinated with, the COUNTY. The CITY shall not itself perform, or contract with others to perform, any work involving or affecting devices identified in Appendix "A", without the prior authorization of the COUNTY. The CITY shall have the right to perform, or to contract with others to perform, work on any device identified in Appendix "A" in any instance where the COUNTY fails to maintain a device in accordance with the terms provided herein after ten (10) days written notice to the COUNTY of said default and opportunity to cure. If the CITY performs the work, the CITY shall be responsible for said work.
- 3.2 As a condition of this Agreement, devices and equipment installed or modified by the CITY or its contractors must comply with the standards identified in Section 1.1 above.
 - 3.2.1 In addition to any inspections by others, as may be required by permit or construction contract, and prior to close-out of such permit or construction contract, the CITY shall request a COUNTY Traffic Control Devices Review. Any issues noted during the Traffic Control Devices Review will be reported directly to the CITY.

- 3.2.2 The Traffic Control Devices Review is prerequisite to COUNTY acceptance of the installation for maintenance under this Agreement, and is made for this sole purpose. As such, it shall not interfere with or replace any inspection made for any other purpose. Acceptance of an installation for maintenance shall be at the sole discretion of the COUNTY; such acceptance shall not be unreasonably withheld.
- 3.3 The City will provide timely written requests to the COUNTY as needed, for additions or deletions to Appendix "A". The City shall ensure that all devices and locations, for which COUNTY maintenance services are required, are reflected on Appendix "A"; the COUNTY shall not be responsible for maintenance of devices or locations not properly identified on Appendix "A".
- 3.4 The CITY is responsible to contract separately for construction of new traffic signals, as well as the installation, replacement, painting, and structural repair of all concrete strain poles, steel strain poles and mast arm structures.
- 3.5 3.6The CITY is responsible for electrical power service and communications costs incurred in connection with the operation of CITY traffic control devices.
- 3.6 The CITY shall be solely responsible for any and all standards, requirements, installation, operation, maintenance, removal of red light running cameras and similar devices.
- 3.7 The CITY is responsible for making claims for recovery of CITY expenses from third-parties, resulting from casualty, collision, significant weather event or declared disaster, or the willful acts and/or negligent actions of others, for devices and locations identified on Appendix "A".

SECTION 4: RECORDS AND REPORTS, NOTICES AND OTHER CORRESPONDENCE

- 4.1 All maintenance activities and operational changes will be recorded in a Maintenance Log.
- 4.2 The COUNTY will provide the FDOT with annual reports of maintenance activities for devices on state and federal roads, as required by the FDOT Traffic Signal Maintenance and Compensation Agreement between the FDOT and CITY.
- 4.3 Records and Reports made and maintained under the terms of this Agreement shall be made available to the CITY at all times during the term of this Agreement, and for three (3) years after final payment for services pursuant to this Agreement is made. Records include general accounting records, supporting documents, COUNTY records from all subcontractors performing work, and all other records of the COUNTY considered necessary by the CITY for proper audit of costs and services. These records will be furnished to the CITY in a timely manner, in response to written request.
- 4.4 The parties agree to comply with all applicable provisions of Section 119, Florida Statutes (2017).
- 4.5 **INVOICES AND PAYMENTS:** Invoices and payments required by this Agreement, to be given by either party to the other, shall be sent to the following respective addresses:

COUNTY: Attention: Accounts Receivable
 Title: Pinellas County Utilities
 Address: P.O. Box 1780
 Clearwater, Florida 33757-1780

CITY: Attention: Missy Clarke
 Title: Town Clerk
 Address: 105 164th Avenue
 Redington Beach, FL 33708

- 4.6 **NOTICES AND OTHER CORRESPONDENCE:** Unless otherwise specified herein, all Notices and correspondence, with the exception of invoices and payments, as may be required by law or by this Agreement to be given by either party to the other, shall be in writing, and shall be sent by certified/registered mail to the following respective addresses:

COUNTY: Attention: Ken Jacobs
 Title: Public Works Transportation Division Director
 Address: 22211 US 19 North
 Building # 1
 Clearwater, Florida 33765

CITY: Attention: Missy Clarke
 Title: Town Clerk
 Address: 105 164th Avenue
 Redington Beach, FL 33708

SECTION 5: MISCELLANEOUS PROVISIONS

- 5.1 This Agreement does not affect jurisdiction, ownership, or traffic control authority.
- 5.2 Nothing herein shall be construed to create any third-party beneficiary rights in any person not specifically party to this Agreement, or to increase the liability of the COUNTY or the CITY under any theory.
- 5.3 Nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, or any similar provision of law, by either the COUNTY or the CITY.
- 5.4 The CITY agrees to defend, indemnify, and hold the COUNTY, its employees, officers, elected and appointed officials, and volunteers (collectively, the "Indemnified Parties") harmless, to the extent allowed under law, from all claims, loss, damage and expense,

including attorneys' fees and costs on appeal, arising from the conduct of the CITY and persons employed or utilized by the CITY in any way related to the performance of this Agreement.

- 5.5 In the event the CITY places or has placed a red light running camera on a traffic control device maintained by the COUNTY, the CITY voluntarily assumes all risk of accidents, injuries and damages to any person or property, and hereby releases and discharges the Indemnified Parties from every claim, liability and demand of any kind, or in any way related to the red light running cameras. The CITY shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, including attorneys' fees, judgments, losses, assessments, reimbursement and damages (collectively, "Claims"), whether or not a lawsuit is filed, which Claims have arisen out of or in connection with, in whole or in part, the red light running cameras, notwithstanding that such Claims were alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties. The duty to defend is independent and separate from the duty to indemnify, and the duty exists regardless of any ultimate liability of the CITY, Indemnified Parties, or any third party. The duty to defend arises immediately upon presentation of a Claim by any party to the CITY or Indemnified Parties.
- 5.6 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Should any section, sentence or clause of this Agreement be deemed unlawful or unenforceable by a court of competent jurisdiction, no other provision hereto shall be affected, and all other provisions of this Agreement shall continue in full force and effect.
- 5.7 This Agreement shall be binding upon the parties, their successors and legal representatives until terminated.

SECTION 6: EFFECTIVE DATE, TERM AND TERMINATION

- 6.1 This term of this Agreement shall be begin October 1, 2018, concurrent with the beginning of the COUNTY fiscal year, and shall remain in effect for a period of ten (10) years, thereby terminating on September 30, 2028, unless extended by mutual agreement, or terminated under other provisions of this Agreement.
- 6.2 This Agreement may be amended by the mutual written approval of the parties hereto, and may be terminated by either party upon thirty (30) days written notice to the other party, as provided herein. In lieu of automatic termination upon thirty (30) days from the date of receipt of a termination notice, either party may specify a distinct termination date in a termination notice; such termination date shall be effective so long as it is subsequent to thirty (30) days from the date of receipt of a termination notice when this Agreement would otherwise terminate.
- 6.3 Obligations under this Agreement, which by their nature should survive, will remain in effect after termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, and have affixed their official seals hereto.

CITY OF
by and through its

PINELLAS COUNTY
by and through its County Administrator

Nick Simons, Mayor

Mark S. Woodard

Date: _____

Date: _____

ATTEST: Missy Clarke, CMC

ATTEST: Ken Burke, Clerk

By: _____
(Seal) Town Clerk

By: _____
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Jay Daigneault, City Attorney

By: _____
Office of County Attorney

APPENDIX B

Annual Traffic Maintenance Rates Per Location

October 1, 2018

Fully Signalized Intersection	\$ 4,500.00
Pedestrian Mid-block Signal	\$ 4,500.00
Fire Preemption Signal	\$ 4,500.00
Flashing Signal, School, Pedestrian or Warning	\$ 500.00
Fire Preemption Devices at a Fully Signalized Intersection	\$ 441.00
Speed Feedback Signs	\$ 441.00
Audible Pedestrian Devices	\$ 600.00
Signal Maintenance and Additional Services Hourly Technician / Vehicle Costs	\$ 81.76
Sign Maintenance and Additional Services Hourly Technician / Vehicle Costs	\$ 69.00

RESOLUTION NO. 2018-07

A RESOLUTION OF THE TOWN OF REDINGTON BEACH, FLORIDA, CALLING FOR THE REFERENDUM ELECTION TO BE HELD IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR ESTABLISHMENT OF THE BALLOT TITLE AND SUBSTANCE FOR ONE REFERENDUM QUESTION TO AMEND THE ZONING CODE IN ACCORDANCE WITH THE TOWN CHARTER; SUBMITTING SAID REFERENDUM QUESTION TO THE VOTERS; PROVIDING FOR NOTICE TO THE SUPERVISOR OF ELECTIONS; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the State of Florida will hold a General election on November 6, 2018; and

WHEREAS, on June 8, 2017 the Florida Legislature adopted Senate Bill 8-A, which amended Section 381.896, Florida Statutes, and granted the authority to the Town to authorize under specified conditions the location of medical marijuana dispensaries within the Town or, alternatively, to ban the location of same within the Town limits; and

WHEREAS, on October 18, 2017, the Town Commission of the Town of Redington Beach passed Ordinance 2017-01, creating a moratorium on the operation of Medical Marijuana Dispensing Facilities until such time as the matter could be presented to the Town's electors; and

WHEREAS, on July 18, 2018, the Board of Commissioners passed Ordinance 2018-07 which submits to the electors zoning amendments which defines medical marijuana facilities and prohibits the operation of medical marijuana facilities in the Town of Redington Beach; and

WHEREAS, the Board of Commissioners desires to have a Referendum question on the ballot on November 6, 2018, to pose one referendum question to the electors of the Town of Redington Beach proposing an amendment to the Code of Ordinances dealing with Zoning of the Town of Redington Beach for referendum vote; and to determine whether the voters will authorize the Town of Redington Beach to prohibit the operation of any medical marijuana dispensing facilities within the Town of Redington Beach; and

WHEREAS, pursuant to Section 20 of the Town Charter of the Town of Redington Beach, the authorization or ban of such facilities in the Town will require an amendment to certain zones within the Town and, as such, requires that the amendment be approved by two-thirds of the Town's voters; and

WHEREAS, the referendum question set forth hereinafter to prohibit the operation of medical marijuana facilities in the Town of Redington Beach, shall be submitted to the electors of the Town of Redington Beach for referendum vote.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA AS FOLLOWS:

SECTION 1. A Referendum election is hereby called to be held in conjunction with the General election to be held on November 6, 2018, for the purpose of submitting to the electors a referendum question.

SECTION 2. The ballot title and substance of the ordinance amending Appendix A, Section 3 and Appendix A, Section 15, of the Code of Ordinances of the Town of Redington Beach as provided in Ordinance 2018-07 of the Town of Redington Beach to appear on the ballot at the Referendum election held in conjunction with the General Election to be conducted on November 6, 2018 shall be as follows:

**NO. 1
REFERENDUM QUESTION**

Shall the Town's zoning code be amended to define medical marijuana facility and prohibit the operation of medical marijuana facilities within the Town?

___ YES APPROVING

___ NO DISAPPROVING

SECTION 3. The City Clerk is directed to notify the Pinellas County Supervisor of Elections that the referendum item provided above shall be considered by the electors of the Town of Redington Beach at the General/Referendum election held in conjunction with the General election to be held on November 6, 2018, and the ballot accordingly published.

SECTION 4. The polls shall open at the hours established for the General election and shall be conducted as provided in Chapter 8 of the Town Code, the polling places shall be established by contract between the Town Clerk and the Supervisor of Elections of Pinellas County.

SECTION 5. The Mayor and the Town Clerk are hereby authorized to execute the standard agreement with the Pinellas County Supervisor of Elections for the procurement of the necessary ballots and equipment for said election, which contract shall include the testing, equipment, ballots, poll workers, polling places, procurement of absentee ballots and processing thereof, and the tabulation of the ballots at the election.

SECTION 6. This Resolution shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this 1st day of August 2018.
ATTEST:

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	Seconded	Aye	Nay	Absent
Commissioner Dorgan					
Commissioner Will					
Commissioner Kornijtschuk					
Vice Mayor Steiermann					
Mayor Simons					

Missy Clarke

From: Adriana Nieves <deputyclerk@townofredingtonbeach.com>
Sent: Monday, July 02, 2018 10:39 AM
To: Missy Clarke
Subject: FW: Map Updates technical review and meetings scope and interlocal
Attachments: Exhibit A - Scope of Services - To Local Agencies.pdf; Interlocal Agreement - To Local Agencies.docx

Adriana Nieves
Deputy Town Clerk, Town of Redington Beach
105-164th Avenue
Redington Beach FL 33708
727-391-3875
727-397-6911 (Fax)
deputyclerk@townofredingtonbeach.com

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

From: Foster, Lisa D [mailto:ldfoster@co.pinellas.fl.us]
Sent: Wednesday, June 27, 2018 11:59 AM
Cc: Fechter, David D <ddfechter@co.pinellas.fl.us>
Subject: Map Updates technical review and meetings scope and interlocal

Hi all – Please find attached the final interlocal template. Please complete in track changes and send back. Then we will send final to you for signatures. This is a-la-cart style, so you will need to update per your needs (eg number of transects for detailed review, number of and level of meeting support).

The June update still slates us for prelims in June: [https://www.fema.gov/media-library-data/1529436790243-9e6a056d19ec9f9ff103aadf93a5bd92/Notice to Congress June2018 Update 508 Compliant.pdf.pdf](https://www.fema.gov/media-library-data/1529436790243-9e6a056d19ec9f9ff103aadf93a5bd92/Notice%20to%20Congress%20June2018%20Update%20508%20Compliant.pdf.pdf)

Let me know if you have any questions.

Best,

Lisa Foster, CFM
Floodplain Administrator
Stormwater Planning & Engineering
Stormwater & Vegetation Division
Public Works Department
14 S. Ft. Harrison, #426
Clearwater, FL 33756
ldfoster@pinellascounty.org
Phone (727) 464-8962
www.pinellascounty.org/flooding

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Follow Pinellas County:

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY
AND
THE TOWN OF REDINGTON BEACH FOR
PROVISION OF PRELIMINARY FLOODPLAIN INSURANCE MAPS

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this Day day of Month, 2018, by Pinellas County, a political subdivision of the State of Florida (the "County"), and the Town of Redington Beach, a municipal corporation of the State of Florida, (the "City/Town"), collectively "Parties."

WITNESSETH:

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," which "permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities";

WHEREAS, the County and the City/Town each participate in the Federal Emergency Management Association's (FEMA) National Flood Insurance Program (NFIP);

WHEREAS, FEMA will be providing Preliminary Flood Insurance Rate Maps (FIRM) in furtherance of the NFIP to the County and the City/Town;

WHEREAS, the County has retained HDR, Inc. under contract # 156-0095-CN(RW) to review preliminary FIRMs for accuracy and validity, compile and submit appeals if needed to FEMA, and assist with public meetings;

WHEREAS, to promote efficiency and mutual advantage, the City/Town has asked the County to review preliminary FIRMs, submit appeals on the City/Town's behalf, and provide public meeting support, and the County has agreed to do the same; and

WHEREAS, the City/Town has agreed to reimburse the County for the costs of FIRM review and appeal submission to FEMA and public meeting support.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual promises, covenants and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Performance of Services:

The County shall, in conjunction with HDR and any other duly retained contractors or subcontractors, upon written request by the City, complete Tasks 2.4 ("Detailed FIRM Reviews") and 3.3 ("City Meetings") in the attached "Scope of Services," which is incorporated herein as

Exhibit A. The County shall be under no obligation to perform any work requested until it provides written confirmation to the City that it shall perform such work. There is no limitation on the number of the Detailed FIRM Reviews (Task 2.4) or Municipal Meetings (3.3) that may be requested and undertaken hereunder, so long as performance of same is consistent with the terms of this Agreement. The City shall assist in coordinating Municipal Meetings in accordance with the language of Task 3.3, as well as provide information reasonably requested by the County to complete Detailed FIRM Reviews under Task 2.4.

2. Payment:

The City/Town shall pay the County for work performed under this Agreement on a reimbursement basis, in an amount not to exceed \$25,000.00 and in accordance with the following:

The County shall mail the City/Town monthly invoices ("County Invoices") for work performed under this Agreement. The amount of a County Invoice shall be based upon the amount invoiced to the County for such work by HDR and any other duly retained contractors or subcontractors, as well as any work performed by the County itself, and any reasonable administrative costs the County incurs in meeting its obligations hereunder. By way of illustration and not limitation, the fees HDR estimates it will bill the County are shown in the attached "City/Town Fee Schedule," which is incorporated herein as Exhibit B. Together with a County Invoice, the County shall include copies of applicable invoices submitted by HDR or other duly retained contractors or subcontractors for work performed hereunder.

Upon receipt of a County Invoice, the City/Town shall provide payment to the County in accordance with the Local Government Prompt Payment Act (the "Act"), codified at Chapter 218, Part VII, Florida Statutes. Consistent with the Act, payment shall be due 45 days after County Invoice receipt with interest accruing thereafter. The dispute resolution procedures and remedies for non-compliance in the Act shall likewise apply.

3. Agreement Term:

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of Circuit Court of Pinellas County, Florida after the Agreement has been fully executed by the Parties, and shall take effect upon the date of filing. This Agreement shall expire upon the earlier of: (1) receipt by the County of all payments due under this Agreement; or (2) September 30, 2020.

4. Termination, Default, and Remedies:

This Agreement may be terminated in writing by either party: (1) without cause upon fifteen (15) days of receipt of notice of termination by the other party; or (2) with cause immediately upon receipt of a notice of termination by the other party. This Agreement may also be terminated at any time by mutual written agreement of the parties.

If the City/Town terminates this Agreement without cause or the County terminates this Agreement with cause, the City/Town shall reimburse the County for any funds the County has

expended or obligated in furtherance of this Agreement prior to the actual date of termination, including but not limited to those costs incurred by HDR and other duly retained contractors or subcontractors for work performed hereunder. This remedy shall survive the termination or expiration of this Agreement.

5. Project Managers and Notice:

In order to assure proper coordination and review throughout the term of this Agreement, the City/Town and the County each designate a Project Manager as follows:

Jurisdiction Contact /Mailing Address

Missy Clarke, Town Clerk

105 164th Avenue

Address 2

Redington Beach, FL 33708

townclerk@townofredingtonbeach.com

727-391-3875

County

Lisa Foster, CFM

Floodplain Coordinator

Stormwater Planning & Engineering

Stormwater & Vegetation Division

Public Works Department

14 S. Ft. Harrison, #426

Clearwater, FL 33756

lfoster@pinellascounty.org

727.464.8962

Either party may designate a replacement Project Manager in writing at any time, which shall become effective immediately upon receipt of notice of such replacement designation by the other party.

Unless otherwise specified herein, all notices, invoices, payments, approvals, designations, and other correspondence required by law and this Agreement shall be in writing and delivered via e-mail or USPS Certified Mail to the respective Project Manager. Notice shall be considered delivered or received as reflected by an e-mail read receipt or a certified mail delivery receipt.

Fiscal Non-Funding:

This Agreement is not a general obligation of either party. It is understood that neither this Agreement nor any representation by any employee or officer of either party creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year for which this Agreement is executed. No liability shall be incurred by a party, or any department of a party, beyond the monies budgeted and available for this purpose. If funds are not appropriated

by a party for any or all of this Agreement, the party shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The party agrees to promptly notify the other party in writing of such failure of appropriation, and upon receipt of such notice, this Agreement shall terminate. Notwithstanding such termination, if the City/Town terminates this Agreement due to failure of appropriation, the City/Town shall reimburse the County for any funds the County has expended or obligated in furtherance of this Agreement, including but not limited to those costs incurred by HDR and other duly retained contractors or subcontractors for work performed hereunder.

6. Records and Audit:

The City/Town shall:

- a) retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this Agreement ("Records") for a period of five (5) years after termination or expiration of this Agreement or, if an audit has been initiated in accordance with subsection c) of this Section 7 below and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings;
- b) maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement;
- c) ensure that all Records are subject at all reasonable times for inspection, review, audit, and duplication by County personnel and other personnel duly authorized by the County;
- d) fully comply with the provisions of Chapter 119, Florida Statutes, as applicable; and
- e) ensure that all requirements in this Section 7 are included in all contracts and subcontracts entered into in furtherance of this Agreement.

7. Indemnification and Non-Agency Relationship:

Each party shall be liable for its own negligence under this Agreement. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this Agreement or contracts related thereto.

8. Modification of Agreement:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they

have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

9. Assignment:

This Agreement may not be assigned by either party without the prior written consent of the other party. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants and obligations contained herein.

10. Compliance with Applicable Laws:

The City/Town shall use its best efforts to ensure that at all times and in all aspects of the Project; its officers, employees, contractors, and agents are in compliance with all applicable federal, state, and local laws.

11. Governing Laws:

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

12. Entire Agreement:

This document, including Exhibits hereto, embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

Jurisdiction, FLORIDA

PINELLAS COUNTY, FLORIDA by and through its County Administrator

By: _____
Print: _____
Title: _____

By: _____

ATTEST:

ATTEST: Ken Burke, Clerk

By: _____
City/Town Clerk

By: _____
Deputy Clerk

Approved as to Content and Form:

Approved as to Form:

By: _____
City/Town Attorney (designee)

By: _____
Office of the County Attorney

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT A
WORK ASSIGNMENT
SCOPE OF SERVICES

ENGINEERING CONSULTING SERVICES

Contract No. 145-0342-RW
(BASE CONSULTANT AGREEMENT)

Design Service
For
FEMA Coastal Map Update Technical Reviews

County PID: TBD

Prepared for:
Pinellas County
Public Works Stormwater & Vegetation Division
14 South Fort Harrison Avenue
Clearwater, Florida 33756

Prepared by:
HDR Engineering, Inc.
4830 W Kennedy Blvd
Suite 400
Tampa, FL 33609

May 14, 2018

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SCOPE OF SERVICES FOR ENGINEERING CONSULTING SERVICES

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and HDR Engineering, Inc. (hereinafter referred to as the CONSULTANT) relative to the work described as follows:

I. PROJECT TITLE

Professional Engineering Services for Review Support Services for FEMA Preliminary Coastal Flood Insurance Rate Map Update Technical Review.

II. OBJECTIVE

The overall objective of this document is to describe the scope of work and responsibilities of the CONSULTANT for providing review support services associated with the FEMA Coastal Map Update Technical Reviews.

III. PROJECT DESCRIPTION

Pinellas County participates in FEMA's National Flood Insurance Program (NFIP) and adopts their mapping and regulations. Recently, FEMA initiated a restudy of all coastal counties and has been progressively revising its coastal flood risk mapping throughout the country. As part of this revision process, FEMA, through its study contractor, will present the COUNTY with results from the restudy for the area under a preliminary status with opportunity for the COUNTY to review preliminary mapping for accuracy. The project consists of services necessary for the technical review of updates to the FEMA Coastal Maps.

IV. PROJECT SCOPE OF WORK

TASK 1 GENERAL SERVICES

The CONSULTANT will coordinate with the COUNTY and maintain the current contract:

1.1 Contract Maintenance

The CONSULTANT shall perform contract maintenance on a monthly basis providing the COUNTY with progress reports, milestone dates, and invoices as required.

1.2 Meetings

The CONSULTANT shall attend and provide meeting minutes for 4 meetings, including an initial project kick-off meeting and a preliminary review meeting, pre-public outreach meeting and a detailed review meeting with the COUNTY. The CONSULTANT shall provide meeting minutes for review and approval to the COUNTY.

TASK 2 COASTAL MAP TECHNICAL REVIEWS

As part of the stakeholder review, FEMA, or its study contractor, will provide the COUNTY with data and documentation supporting creation of the preliminary flood hazard workmaps. This information may include the following:

1. Topographic and bathymetric Digital Elevation Model (DEM)
2. Field Reconnaissance documentation
3. Tide, Wind, Wave, Current, and Flooding Data
4. Numerical Models inputs and outputs:
 - a. ADCIRC+SWAN
 - b. WHAFIS
 - c. RUNUP
5. Climatological Data and Meteorological Forcing
6. Wind Data and Hindcasts
7. Model Calibration Report
8. Joint Probability Methodology (or JPM-OS) Report
9. Surge Results Surfaces (GIS shapefiles)
10. Comparison of results to historical and adjacent studies documentation
11. Transect Location Maps
12. Wave Information Summary
13. Wave Setup, Runup and Overtopping Analyses
14. Overland Wave Propagation Modeling Report
15. Verification to an Observed Coastal Flood Event
16. Combined probability at riverine flooding confluences documentation
17. Flood Zone Designation and BFE Documentation (report and shapefiles of mapping)
18. Flood Hazard Workmaps (shapefiles/pdf)

To facilitate the review of the provided products and supporting information within a timely manner, review services are divided between a regional (countywide) and more detailed review. The regional review will address countywide changes in the floodmaps. Upon presentation and concurrence with the County, the detailed review will provide a more detailed review of the areas that exhibit the greatest changes in Base Flood Elevations (BFE) or flood zone.

2.1 Preliminary Review

During the preliminary review CONSULTANT will compare the preliminary workmaps to the effective maps to identify areas where additional outreach may be required. CONSULTANT will document the findings in a letter report to the COUNTY.

Deliverable: Preliminary Map Review Report

2.2 Parcel Level Review

The countywide review assumes that the FEMA contractor will provide the COUNTY with shapefiles containing the preliminary FIRM data with fields for BFE and zone classification. It also assumes that the COUNTY will provide the CONSULTANT with shapefiles of the parcel delineation.

The CONSULTANT will perform a countywide review of the provided Preliminary Flood Insurance Rate Map (FIRM) shapefiles. This task assumes that the FEMA contractor will provide the COUNTY with shapefiles delimiting the new hazard zones and BFEs. The CONSULTANT will compare the information from the existing and preliminary studies to create coverages displaying areas that result in a change in BFE and/or a change in zone classification. These coverages will be compared with parcel maps to create a list of property owners/parcel IDs that will experience a change in zone classification or BFE. The deliverables for this task will include shapefiles containing difference surfaces in BFEs and changes in zone classification as well as a database containing a list of parcels experiencing a change in classification and/or BFE. The database will contain the Parcel ID, Address, Owner, Jurisdiction, Current Flood Insurance Rate Map (FIRM) Zone, Current FIRM BFE, Preliminary FIRM Zone, Preliminary FIRM BFE, and a summary field that lists the changes. Symbolology for the shapefile will include:

- No change
- Increased BFE and zone
- Increased BFE but no change or reduced hazard zone
- Decreased BFE but increased Zone
- No BFE change but increased zone
- Decreased BFE and no change or reduced hazard zone

Deliverable: Shapefiles showing change in BFE and zone classification, parcel database

2.3 Countywide Peer Review

The CONSULTANT will perform a preliminary review of all provided documentation to ensure proper adherence to FEMA standards and guidelines for the performance of coastal flood hazard analyses and mapping. Notably, this task will not include a direct examination of the model inputs and outputs employed by the contractor nor will it include additional data analysis/synthesis of the provided data. The CONSULTANT will document the findings in a report.

The CONSULTANT will perform a map by map review of the provided preliminary maps. The review will consist of the comparison with the existing floodmaps and identification of any apparent inconsistencies in the mapping. The CONSULTANT will document the findings in a report.

Additionally, the CONSULTANT will compile and review citizen comments and synthesize these comments with areas of potential inaccuracy identified in the countywide review. The CONSULTANT will document all findings in a report.

Deliverables: Documentation Review Findings Report; Map-by-Map Review Findings Report; Comment Summary Report

2.4 Detailed Review

Upon completion of the countywide review, the CONSULTANT will coordinate with the COUNTY to identify areas requiring a more detailed examination. Notably, this review will depend upon the results not only of the comparison of BFEs and zone classification changes

but also of the documentation review should any questions arise. The CONSULTANT will document the findings in a report.

A detailed review may include, but not limited to, the following:

- Review of CHAMP (dune erosion), WHAFIS, and RUNUP inputs and outputs on a per transect basis and the resulting flood hazard zone designations and BFEs.
- Review of locations/designations of primary frontal dunes with regards to delineation between zones AE and VE.
- Review of ADCIRC+SWAN inputs and outputs and calibration/validation on a per storm basis including the validity of measured high water marks and wave data used for calibration.
- Review of the statistical analyses applied, including joint probability and treatment of tides.
- Review of alternative methodologies (other than WHAFIS, RUNUP, and ADCIRC+SWAN) that may have been applied to designate flood hazard zones and BFEs.
- Comparison of transect topography/bathymetry with LiDAR data.
- Comparison of DTM elevations and mapped flood elevations with most recent LiDAR data.

Deliverable: Detailed Examination Report

2.5 Appeal Preparation and Submittal

Should the reviews identify grounds for a challenge at the discretion of the County, the CONSULTANT will prepare and submit an appeal in strict accordance with the Code of Federal Regulations regarding FEMA Flood Insurance Study appeals. Causes for this appeal may involve a disagreement in the judgment or assumptions made by the FEMA contractor, measurement or mathematical error, or changes in the floodplains that have occurred since the inception of the study. The CONSULTANT will perform the required analyses and prepare the necessary documentation for appeal and submittal to FEMA. As with the previous tasks, these analyses can take a variety of forms and will depend on the results of the review.

Deliverable: FEMA Appeal Documentation

TASK 3 PUBLIC OUTREACH

Public outreach includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the preliminary FEMA FIRM.

3.1 Meeting Preparations – All Meetings

The CONSULTANT shall provide to the COUNTY drafts of all public outreach materials associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

The CONSULTANT shall provide all support necessary for the COUNTY to hold or participate in two Area Outreach Meetings. These meetings shall be held at locations as decided by the COUNTY. The COUNTY shall notify agency representatives and members of the public of the

meeting. Each meeting shall consist of public displays providing FEMA Flood Map overviews and A/V materials to provide property owners with the ability to review the map materials in detail.

The CONSULTANT shall prepare and/or provide:

- Mailing list containing address information for agency representatives and property owners within affected areas as identified upon review of the FIRM maps. It is anticipated these lists will be grouped by local municipalities within each geographical (north, central and south) area of COUNTY. Mailouts of flyers or postcards are to be performed by the COUNTY.
- Video presentation to provide brief overview of the process to be played as an introduction to attendees at each of the outreach meetings.
- Visual displays of FEMA Flood Insurance Rate Maps (FIRM).
- Computer work station set up (for CONSULTANT provided work stations).

Deliverables: Mailing list; video presentation; visual displays; and meeting materials.

3.2 Meeting Attendance - COUNTY Meetings

The CONSULTANT shall investigate potential meeting sites to advise the COUNTY on their suitability. The COUNTY shall pay all costs for meeting site rental, security and insurance. The COUNTY shall also coordinate and pay for all advertisements and mailings.

The CONSULTANT shall attend two area outreach meetings with an appropriate number of personnel (3 assumed including technical staff, i.e., coastal engineering specialist) to assist the COUNTY'S Project Manager. The CONSULTANT shall handle meeting equipment set-up and tear- down. All three meetings are assumed to occur within a two week period.

The CONSULTANT shall provide the following equipment or display materials for each meeting, as directed by the COUNTY (Equipment rentals are assumed for time frame specified below. If longer rentals are needed then the materials will be provided per the prices provided in the fee estimate):

- Smart Screens (55" smart screen loaded to provide visual information; assumes rental and delivery fee for 2 days).
- TV Screen (55" TV monitor used to provide video presentation for attendees; optional rental in place of or addition to smart screens or display boards).
- Computer Work Station (Individual work station consisting of laptop and 22" monitor to provide detail parcel analysis of affected properties to attendees; assumes 1 week rental period).
- WiFi Hot Spot (remote WiFi hotspot to provide internet access for work stations at meeting venues without internet access; assumes 1 week rental period).

The CONSULTANT shall prepare summary notes of online comments received at the meetings and provide to the COUNTY no later than five (5) business days after the meeting.

Deliverable: Meeting summary notes

3.3 Meeting Attendance - Municipal Meeting(s) (Optional Service)

Additional public meeting(s) may be held at the request of the COUNTY for local municipalities. These meetings will be performed using audio/visual materials as generated from the previous outreach meetings. For the additional meetings the CONSULTANT will provide the following items:

- Mailing list containing address information for property owners within affected areas as identified upon review of the FIRM maps. It is anticipated these lists will be grouped by local municipalities. Mailouts of flyers or postcards are to be performed by the MUNICIPALITY.
- Meeting materials consisting of:
 - Handouts/Information Sheet
 - Comment Forms

The MUNICIPALITY shall identify and coordinate the meeting site accommodations for the public meeting. The MUNICIPALITY shall pay all costs for meeting site rental, security and insurance. The MUNICIPALITY shall also coordinate and pay for all advertisements and mailings.

The CONSULTANT shall attend each meeting with an appropriate number of personnel to assist the COUNTY'S Project Manager/MUNICIPALITY Lead. The MUNICIPALITY will identify the number of CONSULTANT staff that shall attend each meeting, but a minimum of 2 staff (including a coastal engineering specialist) is assumed.

The CONSULTANT shall provide the following equipment or display materials for each meeting, as directed by the MUNICIPALITY (Equipment rentals are assumed to be in separate time frame from County meetings. Equipment rental costs dependent on meeting schedule. If longer rentals are needed then the materials will be provided per the prices provided in the fee estimate):

- Smart Screens (55" smart screen loaded to provide visual information; assumes rental and delivery fee for 1 day).
- TV Screen (55" TV monitor used to provide video presentation for attendees; optional rental in place of or addition to smart screens or display boards).
- Computer Work Station (Individual work station consisting of laptop and 22" monitor to provide detail parcel analysis of affected properties to attendees; assumes 1 week rental period).
- WiFi Hot Spot (remote WiFi hotspot to provide internet access for work stations at meeting venues without internet access; assumes 1 week rental period).

The CONSULTANT shall prepare summary notes of online comments received at the meetings and provide to the COUNTY no later than five (5) business days after the meeting.

Deliverables: Mailing list; meeting materials; meeting summary notes

V. COMPENSATION

The CONSULTANT shall provide the above outlined Basic Services for the following fixed fee for Tasks 1.1, 1.2, 2.1, 2.2 and 2.3 or estimated amounts based on progress to date within a schedule of 90 day of receiving written notice to proceed in accordance with Section VI Schedule. Services provided under Tasks 2.4, 2.5, 3.1, 3.2, and 3.3 shall be billed to the COUNTY as Time & Materials (T & M), not to exceed the amounts specified below by task without written authorization. Services provided under task 2.4 and 3.3 shall be itemized by jurisdiction. The CONSULTANT must provide employee time cards with the invoice submittal and must furnish progress reports documenting services performed, together with cost incurred to date to the COUNTY's Project Manager. Invoices shall be submitted monthly by the CONSULTANT to the COUNTY showing the amount contracted per task, amount total previously invoiced per task, amount earned this invoice per task, and amount remaining per task and percentages. Separate purchase orders will be prepared for each municipality for services provided under task 2.4 and 3.3. Each invoice should be agreed upon by the COUNTY and the CONSULTANT prior to formal submittal to the designated Fiscal Manager, as per General Agreement.

Lump Sum Services (for County)

Task 1	General Tasks (HDR)	\$2,884
Task 1	General Tasks (Intera, Inc.)	\$10,037
Task 2.1	Preliminary Review (Intera, Inc.)	\$2,823
Task 2.2	Parcel Level Review (Intera, Inc.)	\$25,875
Task 2.3	Countywide Peer Review (Intera, Inc.)	\$43,759
County Lump Sum Sub-Total (HDR & Intera, Inc)		\$85,377

Time & Material Services (for County)

Task 2.4	Detailed Review (Intera, Inc.):	
	A. Champs Model Review (15 transects at \$1,170 T&M cost per)	\$17,556
	B. Per Transect Comparison of Elevation Model with Lidar	\$3,147
	C. Other Review To Be Determined	\$2,000
Task 2.5	Appeal Preparation and Submittal (Intera, Inc.)	\$25,000
Task 3.1	Meeting Preparations – All Meetings (HDR)	\$13,968
Task 3.1	Meeting Preparations – All Meetings (Intera, Inc.)	\$3,193
Task 3.2	Meeting Attendance & Expenses – 2 County Meetings (HDR)	\$17,254
Task 3.2	Meeting Attendance – 2 County Meetings (Intera, Inc.)	\$3,223
County Time and Material Sub-Total (HDR & Intera, Inc)		\$85,340

Reimbursable Time & Material Services (for Municipalities)

Task 2.4	Detailed Review (Intera, Inc.):	
	A. Champs Model Review (15 transects at \$1,170 T&M cost per)	\$17,556
	B. Per Transect Comparison of Elevation Model with Lidar (4)	\$12,586
	C. Other Review To Be Determined (1)	\$2,000
Task 3.3	Meeting Attendance & Expenses – Municipal (Optional)	
	D. HDR - 2 Meetings at \$13,900 T&M per	\$27,800
	E. <u>Intera, Inc. - 2 Meetings at \$1,612 T&M per</u>	<u>\$3,223</u>
Reimbursable Municipal Optional Time and Material		
Sub-Total (HDR & Intera, Inc)		\$63,165

VI. SCHEDULE

CONSULTANT'S services shall commence upon receipt of written notice to proceed issued by COUNTY. It is assumed that NTP will occur upon receipt of FEMA data and documentation. CONSULTANT shall complete tasks in accordance with the following or better project schedule:

Task Element	Schedule Completion Date
2.1 Preliminary Review	14 days from NTP
2.2 Parcel Level Review	14 days from release of preliminary FIRM
2.3 Countywide Peer Review	30 days from release of preliminary FIRM (preliminary and map-by-map review)
	60 days from release of preliminary FIRM (comment review and compilation)
2.4 Detailed Review	60 days from release of preliminary FIRM
2.5 Appeal Preparation & Submittal	80 days from release of preliminary FIRM
3.1 Meeting Preparations – All Meetings	90 days from release of preliminary FIRM
3.2 Meeting Attendance – County	90 days from release of preliminary FIRM
3.3 Meeting Attendance - Municipal (Opt. Service)	90 days from release of preliminary FIRM

VII. INVOICES & PROGRESS REPORTS

Invoicing must take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT must pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

Project Activity Summary (All Tasks, HDR Intera)

5/14/2018

PID TBD_FEMA Coast Map Update Technical Reviews
TBD

Item	Task	Description	Cost	Quantity	Cost
Lump Sum Services (for County)					
Task 1	General Tasks (HDR)				
Task 1	General Tasks (Intera, Inc.)		\$2,884	1	\$2,884
Task 2.1	Preliminary Review (Intera, Inc.)		\$10,037	1	\$10,037
Task 2.2	Parcel Level Review (Intera, Inc.)		\$2,823	1	\$2,823
Task 2.3	Countywide Peer Review (Intera, Inc.)		\$25,875	1	\$25,875
Totals			\$43,759	1	\$43,759
			\$85,377		\$85,377
Time & Material Services (for County)					
Task 2.4	Detailed Review (Intera, Inc.):				
	Champs Model Review by Transect				
	Comparison of Elevation Model with Lidar				
	Other Review				
Task 2.5	Appeal Preparation and Submittal (Intera, Inc.)		\$1,170	15	\$17,556
Task 3.1	Meeting Preparations – All Meetings (HDR)		\$3,147	1	\$3,147
Task 3.1	Meeting Preparations – All Meetings (HDR)		\$2,000	1	\$2,000
Task 3.1	Meeting Preparations – All Meetings (Intera)		\$25,000	1	\$25,000
Task 3.2	Meeting Attendance & Expenses – County: 2 meetings (HDR)		\$13,968	1	\$13,968
Task 3.2	Meeting Attendance & Expenses – County: 2 meetings (HDR)		\$3,193	1	\$3,193
Task 3.2	Meeting Attendance & Expenses – County: 2 meetings (Intera)		\$8,627	2	\$17,254
			\$1,612	2	\$3,223
			\$85,340		\$85,340

Total Estimated County Costs: \$170,718

Reimbursable from Municipality Time & Material Services

Task 2.4	Detailed Review (Intera, Inc.):				
	Champs Model Review by Transect				
	Comparison of Elevation Model with Lidar				
	Other Review				
Task 3.3	Meeting Preparations, Attendance & Expenses – Municipal (Optional 2 meetings) (HDR)		\$1,170	15	\$17,556
	Meeting Preparations, Attendance & Expenses – Municipal (Optional 2 meetings) (Intera, Inc.)		\$3,147	4	\$12,586
			\$2,000	1	\$2,000
			\$13,900	2	\$27,800
			\$1,612	2	\$3,223
			\$63,165		\$63,165

Total Estimated Reimbursable from Municipality Costs: \$63,165

Total Project Costs: \$233,883

Project Activity 1, 3.1, and 3.2 (HDR)

PID TBD_FEMA Coast Map Update Technical Reviews
TBD

Task No.	Task	Comments	Staff Classification	Senior Planner	Multi Media Specialist	GIS Specialist	Clerical	Designer	Project Manager	Staff 7	Staff 8	Staff 9	Total Scope Hours	Salary by Activity
1.1	General Tasks	Contract Maintenance (6 hours initial + 2 hours month for 3 mos)		\$ 178.00	\$ 148.00	\$ 94.00	\$ 70.00	\$ 108.00	\$ 208.00	\$ -	\$ -	\$ -		
1.2	Meetings	Project kick-off meeting, pre-public outreach meeting (2 meetings)		6	0	0	6	0	0	0	0	0	12	\$1,478.00
3.1	Meeting Preparations - All Meetings			8	0	0	0	0	0	0	0	0	8	\$1,408.00
3.1.1	Property Owner Mailing List	develop mailing list from parcel database for County meetings		8	0	8	24	0	0	0	0	0	Task 1	\$2,884.00
3.1.2	Video Presentation Preparation	1 video (3-5 minute) with voiceover		8	32	0	0	0	0	0	0	0	40	\$3,840.00
3.1.3	Display Board Preparation	create interactive PDF with preliminary FEMA FIRI and other GIS data layers		4	0	8	0	0	0	0	0	0	40	\$6,080.00
3.1.5	Work Station Set up	IT set up of 4 computer stations prior to meeting		0	0	0	0	24	0	0	0	0	12	\$1,456.00
3.2	Meeting Attendance - County													
3.2.1	Meeting Site Coordination	initial contact, site visit, insurance coordination (County to pay fee) - 2 locations		32	0	0	12	0	0	0	0	0	Task 3.1	\$2,592.00
3.2.2	Meeting Set Up/Attendance	2 staff at 5 hours each - 2 meetings		10	0	0	0	0	0	0	0	0	44	\$6,472.00
3.2.3	Meeting Summary/Follow-up	review of online comments - 2 meetings		8	0	16	24	0	10	0	0	0	20	\$3,840.00
		Meeting Expenses (see breakdown below)						0	0	0	0	0	48	\$4,592.00
3.3	Meeting Attendance - Municipal												expenses	\$2,380.00
		Optional service - see separate sheet)											Task 3.2	\$17,254.00
		TOTAL STAFF LABOR & EXPENSE COST (NTE)		84	\$4,872.00	\$3,008.00	\$4,620.00	\$2,592.00	\$2,080.00	\$0.00	\$0.00	\$0.00	248	
	Expense Type	Comments	Unit	# Units	Price per Unit	Total Cost								
A	Smart Screen Rental	55" smartscreen rental for 1 day (2 at each mfg)	Screen	4.0	\$150.00	\$600.00								
B	TV Screen Rental	55" tv monitor rental for 1 day (could be used at work stations)	Screen	0.0	\$100.00	\$0.00								
C	Screen Delivery	delivery/set up for up to 10 screens for 1 day	Delivery Fee	2.0	\$550.00	\$1,100.00								
D	HDR Work Station Use	HDR IT set up required (Task 3.1.5 above)	Work Station	0.0	\$0.00	\$0.00								
E	Computer Work Station Rental	laptop and 22" monitor rental for 1 week (2 workstations at each mfg)	Work Station	2.0	\$250.00	\$500.00								
F	Mounted Display Boards	price per mounted board (36x48 inches)	Board	0.0	\$100.00	\$0.00								
G	Roll Plot Display Boards	price per plotted map (36x48 inches)	Roll plot	0.0	\$15.00	\$0.00								
H	WiFi Hot Spot	Rental and set-up	EA	1.0	\$150.00	\$150.00								
		TOTAL EXPENSE COST				\$ 2,350.00								

Project Activity 3.3: Public Outreach Additional Municipal Meeting(s) (HDR) - Optional Service

Estimator: Stefanie McQueen (HDR)
5/14/2018

Task No.	Task	Comments	Staff Classification	Senior Planner	Multi Media Specialist	GIS Specialist	Clerical	Designer	Project Manager	Staff 7	Staff 8	Staff 9	Total Scope Hours	Salary by Activity
3.1	Meeting Preparations - All Meetings	n/a							208.00	\$				
3.2	Meeting Attendance - County	n/a												
3.3	Meeting Attendance - Municipal													
3.3.1	Meeting Site Coordination	assist with initial contact, site visit, equipment rental - 1 location (MUNICIPALITY to pay and coordinate site rental/insurance)		16	0	0	0	0	0	0	0	0	16	\$2,816.00
3.3.2	Property Owner Mailing List	Develop municipal mailing list from parcel database		8	0	8	8	0	0	0	0	0	24	\$2,720.00
3.3.4.1	Meeting Materials	modify handout/factsheet from County materials		8	0	0	0	0	0	0	0	0	8	\$1,408.00
3.3.4.2	Meeting Set Up/Attendance	5 staff at 5 hours - 1 meeting (support option 1)		5	0	0	10	5	5	0	0	0	25	\$3,160.00
3.3.4.3	Meeting Set Up/Attendance	3 staff at 5 hours - 1 meeting (support option 2)		5	0	0	5	5	5	0	0	0	15	\$2,270.00
3.3.5	Meeting Summary/Follow-up	1 staff at 5 hours - 1 meeting (support option 3)		5	0	0	0	0	0	0	0	0	5	\$860.00
	Meeting Expenses (see breakdown below)	review of online comments - 1 meeting		4	0	8	12	0	0	0	0	0	24	\$2,296.00
OPT 1														
		TOTAL STAFF HOURS		41	0	16	30	5	5	0	0	0	expenses	\$1,500.00
OPT 2		TOTAL STAFF LABOR & EXPENSE COST		\$7,216.00	\$0.00	\$1,504.00	\$2,100.00	\$540.00	\$1,040.00	\$0.00	\$0.00	\$0.00	97	\$13,900.00
OPT 3		TOTAL STAFF LABOR & EXPENSE COST		\$7,216.00	\$0.00	\$1,504.00	\$1,750.00	\$0.00	\$1,040.00	\$0.00	\$0.00	\$0.00	87	\$13,900.00
		TOTAL STAFF LABOR & EXPENSE COST		\$7,216.00	\$0.00	\$1,504.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	77	\$13,010.00
	Expense Type	Comments		Unit	# Units	Price per Unit	Total Cost							
A	Smart Screen Rental	55" smartscreen rental for 1 day (2 at each mtg)		Screen	2.0	\$150.00	\$300.00							
B	TV Screen Rental	55" tv monitor rental for 1 day (could be used at work stations)		Screen	0.0	\$100.00	\$0.00							
C	Screen Delivery	delivery/set up for up to 10 screens for 1 day		Delivery Fee	1.0	\$550.00	\$550.00							
D	HDR Work Station Use	HDR IT set up required (Task 2.7 above)		Work Station	0.0	\$0.00	\$0.00							
E	Computer Work Station Rental	laptop and 22" monitor rental for 1 week (4 workstations at each mtg)		Work Station	2.0	\$250.00	\$500.00							
F	Mounted Display Boards	price per mounted board (36x48 inches)		Board	0.0	\$100.00	\$0.00							
G	Roll Plot Display Boards	price per plotted map (36x48 inches)		Roll plot	0.0	\$15.00	\$0.00							
H	WiFi Hot Spot	Rental and setup		EA	1.0	\$150.00	\$150.00							
		TOTAL EXPENSE COST				\$	\$1,500.00							

Estimator: Mark Gosselein (Interra, Inc.)
5/14/2018

Project Activity 1, 2, 3 (Interra)

PID TBD_FEMA Coast Map Update Technical Reviews
TBD

Task No.	Task	Staff Classification	Project Manager	Senior Engineer	Project Engineer	Engineer	Chief Engineer	Staff 6	Staff 7	Staff 8	Staff 9	Total Scope Hours	Salary by Activity
1.0	General Tasks	Comments	\$ 201.44	\$ 174.86	\$ 138.15	\$ 121.12	\$ 224.43	\$ -	\$ -	\$ -	\$ -	-	
2.1	Preliminary Review		32	0	0	0	16	0	0	0	0	48	\$10,036.96
2.2	Parcel Level Review		8	0	0	10	0	0	0	0	0	18	\$2,822.72
2.3	Countywide Peer Review		20	40	40	40	20	0	0	0	0	160	\$25,874.60
2.4	Detailed Review		80	0	0	80	80	0	0	0	0	240	\$43,759.20
	Cham Model Review by Transect		1	0	0	0	0	0	0	0	0	0	\$0.00
	Comparison of Elevation Model with Lidar		6	0	0	8	0	0	0	0	0	9	\$1,170.40
	Other Comparisons to Be Determined	TBD	0	0	0	16	0	0	0	0	0	22	\$3,146.56
2.5	Aerial Preparation and Submittal	TBD	0	0	0	0	0	0	0	0	0	0	\$2,000.00
3.1	Meeting Preparations - All Meetings	Video Prep Assistance	0	0	0	0	0	0	0	0	0	0	\$25,000.00
3.2	Meeting Attendance - County	1 staff at 8 hours - 2 meetings	16	8	0	0	8	0	0	0	0	16	\$3,192.72
3.3	Meeting Attendance - Municipal (optional service)	1 staff at 8 hours - 1 meeting	8	0	0	0	0	0	0	0	0	8	\$1,611.52
		TOTAL STAFF HOURS	163	48	40	154	124	0	0	0	0	529	\$83,226.20
		TOTAL STAFF LABOR COST	\$32,834.72	\$8,383.68	\$5,526.00	\$18,652.48	\$27,829.32	\$0.00	\$0.00	\$0.00	\$0.00		

EXHIBIT B: "City/Town" Fee Schedule*

Task	Description	Task Unit Cost	Quantity	Cost
Task 2.4 Detailed Review (Intera, Inc.):				
	Champs Model Review by Transect			
	Comparison of Elevation Model with Lidar	\$1,170	TBD	TBD
	Other Review	\$3,147	TBD	TBD
Task 3.3	Meeting Preparations, Attendance & Expenses – Municipal (Optional 2 meetings) (HDR)	\$2,000	TBD	TBD
	Meeting Preparations, Attendance & Expenses – Municipal (Optional 2 meetings) (Intera, Inc.)	\$13,900	TBD	TBD
		\$1,612	TBD	TBD
			Total Estimated Reimbursable from Municipality Costs:	TBD

**Fee TBD based on "City/Town" requested services*



JUL 23 2018

July 18, 2018

Missy Clarke, Town Clerk
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708

Dear Ms. Clarke:

Please find enclosed for consideration and approval by the Town of Redington Beach a new interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board at its July 11, 2018 meeting.

At present, there is an existing interlocal agreement for said services with the Town of Redington Beach that expires on September 30, 2018. The new agreement is essentially the same, with some minor language changes and an update in staff hourly rates to reflect the full range of potential services and current salaries.

The attached agreement provides the basis for any request from the Town of Redington Beach for assistance from Forward Pinellas. There is no obligation to request such assistance, and Forward Pinellas is obligated to provide only such assistance as is mutually acceptable to both parties.

This new agreement begins on October 1, 2018 and will remain in place for four years, with an opportunity to extend for one additional four-year period by mutual agreement. However, the agreement may be terminated at any time with proper notice by either party.

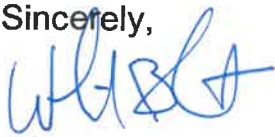
Page 2

If the agreement is satisfactory to the Town of Redington Beach, please have it executed and returned to us for filing. After which, we will return a copy to you for your records.

Please call me with any questions or concerns that you may have. I am also available to address your Commission concerning the agreement if need be.

We appreciate the opportunity to continue our mutually productive relationship in the future.

Sincerely,



Whit Blanton, FAICP
Executive Director

Enclosure

cc: The Honorable Mayor Simons
Mayor Joanne "Cookie" Kennedy, Forward Pinellas Representative

INTERLOCAL AGREEMENT
FOR
PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK
WITH THE
TOWN OF REDINGTON BEACH

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as "Agreement", is made and entered into this _____ day of _____, 20____, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as "Forward Pinellas,") and the TOWN OF REDINGTON BEACH (hereinafter referred to as the "Local Government").

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2014; and

WHEREAS, the current interlocal agreement between the parties expires on September 30, 2018; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

Section 2. Term

The term of this Agreement shall be from October 1, 2018 through September 30, 2022; which term may be renewed by mutual written agreement, signed by both parties, for one additional four-year period through September 30, 2026, unless terminated as provided for elsewhere in this Agreement.

Section 3. Scope of Services

- A. The, Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.
- B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.
- C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.
- D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
- E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable therefor.

Section 4. Charges

- A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.

- B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.
- C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.
- D. The fee schedule may be revised by mutual written consent, signed by both parties, and included as an addendum to this Agreement.

Section 5. Use of Product

- A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.
- B. Forward Pinellas has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.
- C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.
- D. Nothing contained in this Agreement shall prohibit either party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.
- E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

Section 6. Accounting and Records

- A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.
- B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Section 7. Notice

Notice by either party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas
Attn: Whit Blanton, Executive Director
310 Court Street, 2nd Floor
Clearwater, FL 33756

Local Government: Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708

Section 8. Construction

This Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

Section 9. Termination

This Agreement may be terminated by either party at any time by giving the other party not less than thirty days' notice of such termination. In the event this termination provision is exercised by either party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

Section 10. Filing; Effective Date

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the parties, and shall take effect upon such filing.

Section 11. Successor Agency

In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any further written agreement between the parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates referenced below.

FORWARD PINELLAS

Attest:



By: Whit Blanton, FAICP
Executive Director



By: Vice Mayor Doreen Caudell
Chair

Date: _____

Approved as to form:



By: Chelsea Hardy
Assistant County Attorney



By: Mayor Cookie Kennedy
Treasurer

LOCAL GOVERNMENT

Attest:

By: Missy Clarke
Town Clerk

By: Nick Simons
Mayor

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. Ongoing Planning Services

- A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Ongoing planning services may include, but is not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

II. Mapping Services

- A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Mapping services may include, but is not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.
- C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

III. Special Planning Projects

- A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.
- B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, as determined to be consistent with the mission and role of Forward Pinellas.

EXHIBIT B

PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following hourly rates:

1.	Executive Director	\$109.00/hour
2.	Supervising Planner	\$72.00/hour
4.	Principal Planner	\$62.00/hour
5.	Planner/Analyst	\$48.00/hour
8.	Communications Specialist	\$55.00/hour
9.	Administrative Support	\$36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects

Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.