



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
WEDNESDAY, October 3, 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. Final Budget Meeting Minutes, September 18, 2018**
 - B. Board Regular Meeting Minutes, September 19, 2018**
 - C. Bill list for Day Ending September 28, 2018**
- 8. OLD BUSINESS**
 - A. Land Use Attorney**
- 9. NEW BUSINESS**
 - A. Amendment to Gulf Boulevard Beautification Grant**
 - B. Fire Contract**



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 FINAL BUDGET MEETING MINUTES
Tuesday, September 18, 2018
6:00 p.m.

Having been duly advertised as required by law, the **Final Budget Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Tuesday, September 18, 2018, at 6:00 p.m.**, in Redington Beach town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Budget Meeting** to order and led the **Pledge of Allegiance**.

Roll Call

	Present	Absent
Commissioner Dorgan	X	
Commissioner Kornijtschuk	X	
Commissioner Steiermann	X	
Vice Mayor Will		X
Mayor Simons	X	
Town Attorney Perez	X	
Town Clerk Clarke	X	

Also present was finance chairman, James Hoffman.

Agenda: Motion made by Commissioner Dorgan and seconded by Commissioner Kornijtschuk to approve the Agenda. Agenda approved with all ayes.

Public Forum: None

NEW BUSINESS

A. 2018-2019 Final Budget Hearing

B. Resolution 2018-08: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, adopting the final levy of Ad Valorem Taxes for Pinellas County for Fiscal Year 2018-2019; and providing for an effective date.

Attorney Perez read the resolution in full. No public comments or board discussion. **Motion was made by Commissioner Dorgan and seconded by Commissioner Kornijtschuk to adopt Resolution 2018-08 setting the final levy of Ad Valorem taxes with a mill rate of 1.8149. Motion passed with all ayes.**

- C. Resolution 2018-09: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, adopting the Final Budgets for General Operating, Capital, and Stormwater Funds for Fiscal Year 2018-2019; and providing for an effective date.**

Attorney Perez read Resolution 2018-09 in full. No public comments. **Motion made by Commissioner Dorgan and seconded by Commissioner Kornijtschuk to adopt Resolution 2018-09 with Schedule A (Published Budget Summary and Budget Worksheet). Motion passed with all ayes.**

OTHER BUSINESS

With no further business, motion made by Commissioner Kornijtschuk and seconded by Commissioner Steiermann to adjourn. Regular session was adjourned at 6:04 p.m.

Adopted: October , 2017

Missy Clarke, CMC Town Clerk



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, September 19, 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, September 19, 2018, 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	
Town Clerk Clarke	X	

Agenda: A motion by Commissioner Dorgan and seconded by Commissioner Steiermann to accept the agenda. Motion passed with all ayes.

Public Forum: None

REPORTS

Public Safety

- Nothing to report

Building

- Nothing to report

Public Works

- The 911 Memorial at Friendship Park was attended by Madeira Beach Fire Department, commissioners and residents. Bob Fay, a long time member of the park board passed away. He was instrumental in the acquisition of Friendship Park and the upgrades. The recommendation is to purchase a cement chess table to memorialize Mr. Fay with a cost of approximately \$1,500.00. Mayor Simons suggested that maybe a tree or a bench could be considered. The consensus of the commission is to move forward with some type of memorial for Mr. Fay and to have the Park Board involved.

Finance

- Wants to thank staff, finance board, and commission for the time spent on the budget.

Mayor

- Met with the county administrator, Mark Woodard, regarding his goals prior to his retirement. One of the goals is to find a way to finish undergrounding Gulf Boulevard with the Pennies for Pinellas monies and the second, to secure EMS for the underserved Redingtons. North Redington Beach has agreed to provide the land, the pump station and public works building would be torn down and a new fire station would be built to house public works for Redington Shores and North Redington Beach, and to hold elections for North Redington Beach. The county would fund the building project and would budget for the maintenance. The cost for the three Redington's would be approximately \$400,000.00. Mayor Queen has proposed that North Redington Beach would pay \$200,000.00 towards the cost, with Redington Shores allocating \$140,000.00 and the remainder of \$60,000.00 to be paid by Redington Beach. Mayor Simons asked for a consensus from the commission if they were in favor of the \$60,000.00. Consensus was to move forward and have this proposal brought to the county commission for their approval.

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to report

Boards and Committees

- Kris Johanson, chair of the park board gave an update to the Garden Club's request for monies to improve the butterfly garden. The main concern is maintenance and if the garden club cannot get a commitment from their members, they will not proceed.

CONSENT AGENDA

- A. Board Budget Meeting Minutes, September 4, 2018**
- B. Board Regular Meeting Minutes, September 5, 2018**
- C. Bill list ending for Day ending September 14, 2018**

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

OLD BUSINESS

- A. Land Use Attorney:** Attorney Daigneault reported that Mr. Theriaque has agreed to take on the project and they will be meeting tomorrow to go over the scope of work. It is expected to have a report in four to six weeks and will notify the clerk when to have this on the agenda.

NEW BUSINESS

- A. Forward Pinellas Membership Appointment:** Mayor Simons referred to the letter dated September 4, from Forward Pinellas. The current representative is Joanne "Cookie" Kennedy. Each Big C municipality will need to nominate an elected official to represent the barrier islands. The Big C will, by majority vote to recommend an appointment to Forward Pinellas. A motion by Commissioner Steiermann and seconded by Vice Mayor Will to nominate Joanne "Cookie" Kennedy for re-appointment to the Forward Pinellas board. Motion passed with all ayes.
- B. Alpha Foundation Quote – Friendship Park:** Commissioner Steiermann met with Alpha Foundations to pump a polyurethane foam system underneath the existing deck at Friendship Park in order to level it out, at a cost of \$2,648.40. This would be the first phase of repairing the decking at the park. Included in the first phase of the project would be a concrete wall on the back side of the deck to ensure that erosion would not continue and also to protect the material

as it cannot be exposed to light. Vice Mayor Will estimated the cost of the concrete to be approximately \$8,500.00. Vice Mayor Will will put together specs for the concrete project and clerk will get bids. Commissioner Dorgan had questions on the storm drain and asked if the drain should be done at the same time. The consensus of the commission is to move forward with this and wait until after the Wine Fest to begin the project.

OTHER BUSINESS

None

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Vice Mayor Will to adjourn. Regular meeting was adjourned at 7:02 p.m.

Adopted: October , 2018

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/28/2018

Time: 10:53 am

Page: 1

Town of Redington Beach

qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.421	Stamps.com						
	CHASE CARD SERVICES	2018-09-28	Stamps.com	0	09/28/2018	09/28/2018	15.99
							15.99
101-512-512.461	Building Maintenance						
	CHASE CARD SERVICES	1844779481	10 folding tables	0	09/20/2018	09/20/2018	499.80
							499.80
101-512-512.490	Advertising						
	TIMES PUBLISHING COMPANY	682607	ORD 2018-08 CANCELED AD	0	09/12/2018	09/12/2018	685.40
	TIMES PUBLISHING COMPANY	683081	FY 18-19 Budget Advertisement	0	09/14/2018	09/14/2018	436.40
							1,121.80
							Total Dept. Town Clerk: 1,637.59
Dept: 522 Fire Control							
101-522-522.340	Fire Department						
	CITY OF MADEIRA BEACH	4010555	Q1 2018-2019 Fire services	0	10/01/2018	10/01/2018	14,325.50
							14,325.50
							Total Dept. Fire Control: 14,325.50
Dept: 572 Parks and Recreation							
101-572-572.340	Landscaping Exp						
	WILLIAM WOLLMAN	2018-09-28	9-13-18 to 9-26-18	0	09/28/2018	09/28/2018	240.00
							240.00
101-572-572.430	Utilities						
	DUKE ENERGY	60814-47178	2018-09-28 September 2018	0	09/28/2018	09/28/2018	13.02
							13.02
101-572-572.461	Maintenance - Building						
	HOME DEPOT CREDIT SERVICE	4081537	2 A/C units	0	09/21/2018	09/21/2018	498.00
							498.00
101-572-572.462	Maintenance - Grounds						
	BEACH HARDWARE	271	Port. charger, loppers, misc	0	09/19/2018	09/19/2018	424.00
	PINELLAS CENTRAL ACADEMY	2097/1	trimmer string, blades	0	09/21/2018	09/21/2018	48.53
							472.53
101-572-572.522	Gasoline & Oil						
	SHELL	841569	Diesel fuel	0	09/10/2018	09/10/2018	31.45
	SHELL	841258	Unleaded gasoline	0	09/10/2018	09/10/2018	63.35
	SHELL	866046	Unleaded gasoline	0	09/25/2018	09/25/2018	75.00
	SHELL	867176	Unleaded gasoline	0	09/26/2018	09/26/2018	47.56
							217.36
101-572-572.524	Fertilizer & Mulch						
	SITE ONE LANDSCAPE SUPPLY	86770903-001	Herbicide, backpack sprayer	0	09/21/2018	09/21/2018	490.47
							490.47
							Total Dept. Parks and Recreation: 1,931.38
							Total Fund General Fund: 17,894.47
							Grand Total: 17,894.47

9/26/2018

8302 PAYROLL	277.05
8303 PAYROLL	277.05
8304 PAYROLL	381.75
8305 PAYROLL	277.05
8306 PAYROLL	277.05
8307 PAYROLL	1,679.44
8308 PAYROLL	1,294.85
8309 PAYROLL	1,143.88
8310 PAYROLL	1,194.67
EFT Payroll Liabilities	3,003.22
EFT Retirement	2,345.22
	11,874.18

MAYOR SIMONS

VICE MAYOR WILL

COMMISSIONER KORNIJTSCHUK

COMMISSIONER DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Missy Clarke, CMC, Town Clerk

Regular Meeting of October 3, 2018

Missy Clarke

From: Kidde, Michael <Michael.Kidde@dot.state.fl.us>
Sent: Tuesday, September 18, 2018 2:11 PM
To: Ken Lotterhos; Adriana Nieves; 'Matti Rukholm'
Cc: 'Missy Clarke'; 'Joe Morelli'; edjafe@msn.com; 'Mike Stalzer'; Urbonas, Allan; Bratcher, Randall P.
Subject: RE: Status Report - RE: Notice to Proceed
Attachments: Amend #1 to HLRMOA 02-17.pdf

Attached is the Amendment to original Agreement #02-17. Please review, sign and return to me at your earliest convenience. Upon receipt of the fully executed Amendment, I will issue the Notice to Proceed for Phase 2. Please let me know if you have any questions.

Regards,

Michael R. Kidde, PLA

District Landscape Architect
Florida Department of Transportation, District 7
11201 N McKinley Drive, MS 7-800
Tampa, FL 33612
813.975.6130
Michael.Kidde@dot.state.fl.us

From: Ken Lotterhos [mailto:Ken.Lotterhos@navigant.com]
Sent: Wednesday, September 12, 2018 1:29 PM
To: Kidde, Michael <Michael.Kidde@dot.state.fl.us>; Adriana Nieves <deputyclerk@townofredingtonbeach.com>; 'Matti Rukholm' <matti.rukholm@cpwgengineering.com>
Cc: 'Missy Clarke' <townclerk@townofredingtonbeach.com>; 'Joe Morelli' <vjmorelli@tampabay.rr.com>; edjafe@msn.com; 'Mike Stalzer' <michael.stalzer@cpwgengineering.com>
Subject: RE: Status Report - RE: Notice to Proceed

Hi Mike,

I hope all is well with you. Can you provide me a status on the draft amendment to the Phase I contract to reflect the additional Phase II funds?

Many thanks,

Ken

Kenneth C. Lotterhos | Managing Director | Energy | Navigant
101 East Kennedy Boulevard | Suite 2250 | Tampa, FL 33602
631-678-7302 Mobile | ken.lotterhos@navigant.com
www.navigant.com

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DISPUTES & INVESTIGATIONS • ECONOMICS • FINANCIAL ADVISORY • MANAGEMENT CONSULTING

From: Kidde, Michael <Michael.Kidde@dot.state.fl.us>
Sent: Thursday, August 9, 2018 2:35 PM

AMENDMENT NO. 1 TO 02-17 DISTRICT SEVEN HIGHWAY
LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF
AGREEMENT

THIS AMENDMENT made and entered into as of the ____ day of _____ 201__ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida (the "Department") and the Town of Redington Beach (the "Agency"):

W I T N E S S E T H

WHEREAS, the Department and the Agency entered into a Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA #02-17 FPID #440204-1-58-01) (the 'Agreement') on February 10, 2017. The Agency agreed to maintain landscape materials within the rights-of-way of SR 699 (Gulf Boulevard) from 155th St. to 164th St. between M.P. 0.435 and M.P. 1.431; Section #15-140-000 Pinellas County, Florida and

WHEREAS, the Agency seeks to start Phase II and has determined that the cost of the Project will exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00) and has requested an additional Ninety Seven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$97,750.00) for a total of One Hundred Twenty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$120,750.00).

WHEREAS, the Department and the Agency have agreed to amend the Agreement: and

WHEREAS, the Agency by Resolution No. _____ has authorized its officers to execute this Amendment on its behalf.

NOW THEREFORE, for and in consideration of the premises, mutual benefits, and covenants contained herein, the parties agree as follows:

1. The Agreement is amended by modifying Paragraph 3b. as follows:
The Department shall reimburse the Agency in an amount not to exceed One Hundred Twenty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$120,750.00) for all eligible expenditures for the professional design, installation, and enforcement of the material and installation standards; and the purchase, installation and establishment of plant material. The Department and the Agency shall execute this Amendment No. 1 to the HLRMOA agreement #04-17 in order to provide the amended reimbursable amount.
2. Except as specifically amended by provisions herein stated, all terms and provisions of the Agreement shall remain in full force and effect, and are ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the ____ day of October, 2018.

THE TOWN OF REDINGTON BEACH
A political subdivision
Of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

(SEAL)

Title: _____

Legal Review:

Title: _____

By: _____

Brian McKishnie., P.E.

Director of Transportation Operations

District Seven

Attest: _____

Executive Secretary

Date: _____

(SEAL)

Legal Review:

Office of General Counsel, District 7

Missy Clarke

From: Burford, Heather <hburford@myseminole.com>
Sent: Thursday, September 27, 2018 7:20 AM
To: James "Nick" Simons (mayor@townofredingtonbeach.com);
mayor@townofnorthredingtonbeach.com; mayor@townofredingtonshores.com;
'O'Neal, Derryl'
Subject: FW: Fire Agreements
Attachments: 2018-09-26 Fire EMS Agreement re Seminole MB and NRB.docx; 2018-09-26 Fire EMS Agreement re Seminole MB and RB.docx; 2018-09-26 Fire EMS Agreement re Seminole MB and RS.docx; 2018-09-26 Resolution Fire Suppression & EMS Services NRB.docx; 2018-09-26 Resolution Fire Suppression & EMS Services RB.docx; 2018-09-26 Resolution Fire Suppression EMS Services RS.docx

Mayors, Chief,

I received these draft agreements with possible resolutions from Jay Daigneault, our City attorney, yesterday. I am forwarding them along to you for consideration.

If all goes well, Seminole would like to have the agreements on the City Council agenda for the October 9th meeting.

Regards,

Heather

Heather L. Burford

Fire Chief

City of Seminole Fire Rescue Department

9199 113th Street North

Seminole, FL 33772

Office (727) 393-8711 ext. 217

Fax (727) 319-6588

Cell (727) 744-6736

"Protecting with Pride"



INTERLOCAL AGREEMENT
PROVIDING
FIRE SUPPRESSION AND EMS SERVICES

THIS AREEMENT, is made by and between THE CITY OF SEMINOLE, FLORIDA, a municipal corporation in the State of Florida (hereinafter referred to as "SEMINOLE"), THE CITY OF MADEIRA BEACH, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "MADEIRA BEACH") and THE TOWN OF REDINGTON BEACH, a municipal corporation of the State of Florida (hereinafter referred to as "REDINGTON BEACH"), effective as of the 24th day of January, 2021.

WITNESSETH:

WHEREAS, SEMINOLE, MADERIA BEACH and REDINGTON BEACH are political subdivisions of the State of Florida and possess the powers provided in their Charters and granted to municipalities by general law, including the power to render municipal services such as fire suppression and other related emergency and non-emergency services and to enter into Interlocal Governmental Agreements with other municipalities; and

WHEREAS, the respective fire departments and administrative staff of SEMINOLE, MADERIA BEACH and REDINGTON BEACH have conducted an analysis and studies of the advantages, benefits and means to provide enhanced quality fire suppression, EMS and related functions for the respective communities, on a long term basis; and

WHEREAS, SEMINOLE and MADERIA BEACH have agreed to provide fire suppression EMS and related emergency and non-emergency services to the Town of REDINGTON BEACH; and

WHEREAS, SEMINOLE and MADERIA BEACH have the resources available to perform the service in a manner which will be economically beneficial to all parties and will alleviate the need for REDINGTON BEACH to have a fully-staffed fire department; and

WHEREAS, the TOWN OF REDINGTON BEACH will receive improved and more efficient fire suppression and other related emergency and non-emergency services from the combined services of MADERIA BEACH and SEMINOLE; and

WHEREAS, it is in the best interest of the parties for MADERIA BEACH and SEMINOLE to offer fire suppression and other related emergency and non-emergency services to the TOWN OF REDINGTON BEACH; and

NOW THEREFORE, for and in consideration of the mutual promises herein made and agreed to be kept, and the obligations and responsibilities assumed herein, the parties do hereby agree as follows:

1. **Legal Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969." The parties entering this contract are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article XIII, Section 4 of the Constitution of the State of Florida. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.

2. **Municipal Status.** The parties to this Agreement are municipal corporations of the State of Florida located in Pinellas County possessing those powers provided in their Charters and granted to municipalities by general law, including the power to render municipal services such as fire control and suppression services and emergency medical services.

3. **Scope of Services.** SEMINOLE AND MADERIA BEACH shall jointly provide fire suppression services including, but not limited to, common emergency services related to fire protection, fire calls, disaster planning, evacuation, fire rescue, fire and auto related accidents, incidents involving hazardous materials, emergency medical responses and fire inspections for commercial properties, residential buildings and all other residential units or structures of three or more living units.

This Agreement in no way amends, alters or effects the parties' obligations or responsibilities under prior established Emergency Medical Services (EMS) boundaries.

4. **Personnel & Equipment.** In providing fires suppression and other related emergency and non-emergency services to the Town of Redington Beach, MADERIA BEACH and SEMINOLE will utilize their own personnel and equipment and will continue to operate their own respective fire stations and manage their own fire service employees.

5. **Finances.** For that portion of the term of the Agreement that includes the fiscal year beginning October 1, 2020, REDINGTON BEACH agrees to pay SEMINOLE and MADERIA BEACH the total annual base fee for services represented by the ending base fee of that Interlocal Agreement for fire services entered into between the parties hereto on January 24, 2001 and expiring on January 23, 2021 as adjusted in accordance with the U.S. Department of Labor Consumer Price Index for the Tampa Bay Region for the calendar year 2019. ~~Seventy-three Thousand Three Hundred and Sixty-three and no/100 Dollars (\$73, 363.00) for the fiscal year beginning October 1, 2000~~ The annual base fee for services shall be annually adjusted commencing on October 1, 2001 ~~2021~~ and on each October 1st thereafter in accordance with U.S. Department of Labor Consumer Price Index for the Tampa Bay Region. Such annual cost-of-living adjustment shall not exceed five percent (5%) in any one given year.

There shall be no additional costs for capital outlay, equipment and building maintenance by REDINGTON BEACH unless specified herein.

During the term of this Agreement all fees for services due and payable under this Agreement shall be remitted to SEMINOLE and MADERIA BEACH quarterly in advance, with payment due on October first, January first, April first and July first of each year. Said payment

shall be equally divided and delivered directly to SEMINOLE and MADERIA BEACH respectively.

6. **Term.** The initial term of this contract shall be for ten (10) years and renewable for an additional ten (10) year terms at the option of the Town upon giving ninety (90) days written notice prior to the end of the expiring first ten (10) year term. The parties may, upon mutual consent, terminate this Agreement with ninety (90) days written notice. Unless otherwise provided, this Agreement will remain in effect for a period of six (6) months after the mutually agreed termination date.

7. **Each Party's Responsibilities.** SEMINOLE and MADERIA BEACH shall be responsible for providing fire suppression and other related emergency and non-emergency services as delineated in the separate Agreements with each respective community. It is expressly acknowledged and agreed that all services provided by SEMINOLE and MADERIA BEACH under the terms of this Agreement are completely paid for by the consideration provided by REDINGTON BEACH under the terms of this Agreement.

All scheduling, utilization of resources, reporting, compliance, legal requirements and customary fire suppression practices and procedures shall be implemented under the management authority of SEMINOLE and MADERIA BEACH's City Managers pursuant to their Charters. Any and all contact by REDINGTON BEACH with SEMINOLE and MADERIA BEACH shall be made as agreed upon by the parties. SEMINOLE and MADERIA BEACH agree to inform REDINGTON BEACH of any decision that would have a significant effect to the terms of this Agreement.

8. **Indemnification.** With respect to the providing of services as herein provided, SEMINOLE and MADERIA BEACH are independent contractors and as such agree to indemnify and defend and hold harmless REDINGTON BEACH from any and all claims or causes of action arising out of their respective negligence. SEMINOLE's obligation to indemnify REDINGTON BEACH shall be limited to claims and causes of action arising out of the negligence of its employees while MADERIA BEACH's obligation to indemnify REDINGTON BEACH shall be limited to claims and causes of action arising out of the negligence of its employees. Nothing in this section shall be construed as waiving any defense or limitations which SEMINOLE and MADEIRA BEACH are entitled to under the provisions of Section 768.28 FS. SEMINOLE and MADERIA BEACH shall supply a Certificate of Insurance to REDINGTON BEACH upon execution of this agreement.

9. **Insurance.** Each respective municipality shall provide, and remain responsible for, its own workers' compensation insurance on its respective employees, and its own casualty insurance on its respective property, both real and personal. With respect to liability insurance coverage, each municipality shall continue to maintain its respective liability insurance coverage. Nothing in this Agreement shall be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this Agreement. Nor shall anything in this Agreement be construed to waive the provisions under F.S. Chapter 768.28.

10. **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto. This document, including attachments, is the entire Agreement between SEMINOLE, MADERIA BEACH and REDINGTON BEACH.

11. **Default.** Any known defaults, by the parties, shall be cured within forty-eight (48) hours of written notice delivered to the other party in the manner set forth in Paragraph 10 of this Agreement. Any defaults related to payments required to be made under this Agreement shall be subject to the maximum penalties of interest allowable by law.

12. **Notices.** Notices required hereunder shall be sent by certified mail, return receipt requested as follows:

For SEMINOLE:

City Manager, City of Seminole
9199 113th Street
Seminole, Florida 33772

For MADERIA BEACH:

City Manager, City of Maderia Beach
300 Municipal Drive
Maderia Beach, Florida 33708

For REDINGTON BEACH:

Mayor, Town of Redington Beach
105 164th Avenue
Redington Beach, Florida 33708

13. **Approval.** This Agreement has been approved by formal actions of the respective Boards of Commissioners and City Councils for the municipalities in public session.

14. **Attorney's Fees.** In the event of legal action regarding this Agreement, the prevailing party shall be entitled to recover costs and attorney's fees. Costs and Attorney' fees shall include any and all attorney's fees incurred in the enforcement of this Agreement, preparation and attendance at trial, any and all appeal or bankruptcy proceedings and shall also include paralegal expenses and all reasonable travel, copying and transmission costs of the attorneys, and expert witness fees.

15. **No Waiver.** The failure of any party at any time to require performance by another party of any provision hereof shall not effect in any way the full right to require such performance at any time thereafter; nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

16. **Captions.** The headings contained herein are merely for the convenience of the parties and the context of such paragraphs shall control the respective meanings.

17. **Assignments.** The obligations contained in this Agreement may not be assigned, be conveyed, or transferred by any party without prior written approval of the other party.

18. **Authority to Execute.** The Commissioners and City Council of MADERIA BEACH and SEMINOLE have approved and authorized their respective City Managers or Mayor to sign and execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the year first above written.

ATTEST:

TOWN OF REDINGTON BEACH

Town Clerk

Mayor

Approved as to form:

City Attorney

ATTEST:

CITY OF SEMINOLE

City Clerk

City Manager

Approved as to form:

City Attorney

ATTEST:

CITY OF MADERIA BEACH

City Clerk

City Manager

Approved as to form:

City Attorney