



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
WEDNESDAY, October 17, 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, October 3, 2018**
 - B. Bill list for Day Ending October 12, 2018**
- 8. OLD BUSINESS**
 - A. Land Use Attorney**
- 9. NEW BUSINESS**
 - A. Resolution 2018-10: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida Recognizing Florida City Government Week, October 22-28, 2018, and encouraging all citizens to support the Celebration and Corresponding Activities.**
 - B. Resolution 2018-11: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida Pertaining to Fire Suppression and EMS Services in the Town of Redington Beach, Florida; Electing to Renew the current Interlocal Agreement between**



the Town of Redington Beach, the City of Seminole and the City of Madeira Beach for Fire Suppression and EMS Services; Providing for notice to the City of Seminole and the City of Madeira Beach of such election by the Town of Redington Beach; Providing for an effective date.

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, October 3, 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, October 3, 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 Kornijtschuk and seconded by Commissioner Dorgan to accept the agenda. Motion passed with all ayes.

Public Forum: None

REPORTS

Public Safety

- Nothing to report

Building

- Nothing to report

Public Works

- Nothing to Report

Finance

- JP Morgan Chase, who holds the town's CD's will no longer be overseeing public funds. This will take effect January 1st. Will be looking for a new company to the invest CD's. Finance committee will review and bring to commission. Will be attending training tomorrow per the town's investment policy.

Mayor

- Nothing to Report.

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to Report.

Boards and Committees

- Nothing to Report.

CONSENT AGENDA

- A. Board Budget Meeting Minutes, September 18, 2018**
- B. Board Regular Meeting Minutes, September 19, 2018**
- C. Bill list ending for Day ending September 28, 2018**

A motion by Commissioner Kornijtschuk and seconded by Commissioner Steiermann 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 is in review of the scope and will have an update for the next meeting.

NEW BUSINESS

- A. Amendment to Gulf Boulevard Beautification Grant:** Town Clerk reported that this an amendment to a grant the Planning Board applied for. It is modifying the grant from \$23,000.00 to \$120,750.00. A motion by Vice Mayor Will to accept the amendment and seconded by Commissioner Kornijtschuk. No public comment. Motion passed with all ayes.
- B. Fire Contract:** Mayor Simons noted that the town has had a 20 year relationship with Madeira Beach and Seminole for fire and EMS services. This is a draft contract for the next 10 years. Town attorney stated that contract has a CPI increase for each year starting October 1st. A final copy of the contract and resolution will be ready for the next meeting. Commissioner Steiermann questioned the contract and what would happen when the new building is built in North Redington Beach.

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 6:40 p.m.

Adopted: October , 2018

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/12/2018

Time: 12:34 pm

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Town of Redington Beach

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 511 Legislative							
101-511-511.410 Boat Parade	TOWN OF NORTH REDINGT	2018-10-03	2018 Boat parade donation	0	10/03/2018	10/03/2018	800.00
							800.00
Total Dept. Legislative:							800.00
Dept: 512 Town Clerk							
101-512-512.230 Group Insurance	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	699.89
							699.89
101-512-512.231 Life Insurance	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	9.75
							9.75
101-512-512.232 Dental Insurance	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	61.35
							61.35
101-512-512.410 Telephone	BRIGHT HOUSE NETWORKS	056775401100318	10/8/18 to 11/7/18	0	10/03/2018	10/03/2018	199.96
							199.96
101-512-512.411 Internet Services	BRIGHT HOUSE NETWORKS	056775401100318	10/8/18 to 11/7/18	0	10/03/2018	10/03/2018	109.47
							109.47
101-512-512.412 Website Services	MUNICIPAL CODE CORPARA	00318333	2018-2019 Code hosting	0	10/03/2018	10/03/2018	550.00
							550.00
101-512-512.440 Utilities- Water/E	DUKE ENERGY	73928-48713	2018-10-02 September 2018	0	10/02/2018	10/02/2018	629.36
	PINELLAS COUNTY UTILITIE	08-01-18 to 10-01-18	08-01-18 to 10-01-18	0	10/01/2018	10/01/2018	198.67
							828.03
101-512-512.480 Promotion/Public	CHASE CARD SERVICES	MPP-124094	Parking permits stickers	0	10/10/2018	10/10/2018	499.88
							499.88
101-512-512.510 Office Supplies	APEX OFFICE PRODUCTS	1832088-0	Calendars, folders, paper	0	10/01/2018	10/01/2018	126.78
	WATER BOY INC	61000021	Water delivery	0	10/02/2018	10/02/2018	21.80
							148.58
101-512-512.515 Office Copier/Lea	KONICA MINOLTA BUSINESS	254283983	9/1/18-9/30/18	0	09/30/2018	09/30/2018	129.13
							129.13
101-512-512.520 Office Copier/Us	KONICA MINOLTA BUSINESS	254283983	9/1/18-9/30/18	0	09/30/2018	09/30/2018	12.14
							12.14
101-512-512.542 Dues & Subscrip	FLORIDA LEAGUE OF CITIES	425FLC1819	FY 18-19 Dues	0	10/01/2018	10/01/2018	471.00
							471.00
Total Dept. Town Clerk:							3,719.18
Dept: 513 Finance & Admin							
101-513-513.230 Group Insurance	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	695.82

INVOICE APPROVAL LIST BY FUND REPORT

Town of Redington Beach qqqq

Date: 10/12/2018
Time: 12:34 pm
Page: 2

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							695.82
101-513-513.231	Life Insurance						
	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	9.75
							9.75
101-513-513.232	Dental Insurance						
	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	30.61
							30.61
101-513-513.495	Janitorial Service						
	HIP CLEANING SERVICE	59	September 2018	0	09/30/2018	09/30/2018	180.00
							180.00
Total Dept. Finance & Admin:							916.18
Dept: 514 Legal Counsel							
101-514-514.121	Litigation						
	TRASK, DAIGNEAULT, LLP A		Litigation September 2018	0	10/10/2018	10/10/2018	16.50
							16.50
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	56808	General September 2018	0	10/03/2018	10/03/2018	1,270.50
							1,270.50
Total Dept. Legal Counsel:							1,287.00
Dept: 522 Fire Control							
101-522-522.341	EMS (Seminole)						
	CITY OF SEMINOLE	19-102	Q1 FY 18-19	0	10/01/2018	10/01/2018	14,325.50
							14,325.50
Total Dept. Fire Control:							14,325.50
Dept: 539 Department of Public V							
101-539-539.230	Group Insurance						
	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	1,391.64
							1,391.64
101-539-539.231	Life Insurance - [						
	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	19.50
							19.50
101-539-539.232	Dental Insurance						
	FLORIDA MUN INSURANCE	10-01-18 to 10-31-18	October 2018	0	10/12/2018	10/12/2018	130.91
							130.91
Total Dept. Department of Public Works:							1,542.05
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	73928-48713	2018-10-02 September 2018	0	10/02/2018	10/02/2018	2,290.97
							2,290.97
Total Dept. Roads & Streets:							2,290.97
Dept: 571 Libraries							
101-571-571.000	Libraries						
	GULF BEACHES PUBLIC LIB	2018-10-01	Q1 FY 18-19	0	10/01/2018	10/01/2018	7,808.42
							7,808.42
Total Dept. Libraries:							7,808.42
Dept: 572 Parks and Recreation							
101-572-572.340	Landscaping Exp						

Date: 10/12/2018

Time: 12:34 pm

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Town of Redington Beach

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	WILLIAM WOLLMAN	2018-9-27 to 2018-10-10	9/27/18-10/10/18	0	10/11/2018	10/11/2018	300.00
							300.00
101-572-572.430	Utilities						
	DUKE ENERGY	73928-48713 2018-10-02	September 2018	0	10/02/2018	10/02/2018	51.60
	PINELLAS COUNTY UTILITIE	08-01-18 to 10-01-18	08-01-18 to 10-01-18	0	10/01/2018	10/01/2018	672.77
							724.37
						Total Dept. Parks and Recreation:	1,024.37
						Total Fund General Fund:	33,713.67
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.650	Engineering Exp						
	CPWG	18093011	2017 NPDES Cycle 3 Yr 5	0	09/30/2018	09/30/2018	2,012.50
							2,012.50
						Total Dept. Storm Water:	2,012.50
						Total Fund Storm Water:	2,012.50
						Grand Total:	35,726.17

10/11/2018

8323 Payroll
8324 Payroll
8325 Payroll
8326 Payroll
8327 Orlando Marriott Lake Mary

1,759.15
1,309.68
1,197.24
1,251.86
596.00

4,354.78

MAYOR SIMONS

VICE MAYOR WILL

COMMISSIONER KORNIJTSCHUK

COMMISSIONER DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Regular Meeting of October 17, 2018

Missy Clarke, CMC, Town Clerk

TOWN OF REDINGTON BEACH

Resolution 2018-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 22-28, 2018, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

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

Section 1. That the Town of Redington Beach encourages all citizens, city government officials, and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the Town of Redington Beach encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

Section 3. That the Town of Redington Beach supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

PASSED AND ADOPTED by the Town of Redington Beach, this 17th Day of October, 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					

TOWN OF REDINGTON BEACH

Resolution 2018-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, PERTAINING TO FIRE SUPPRESSION AND EMS SERVICES IN THE TOWN OF REDINGTON BEACH, FLORIDA; ELECTING TO RENEW THE CURRENT INTERLOCAL AGREEMENT BETWEEN THE TOWN OF REDINGTON BEACH, THE CITY OF SEMINOLE AND THE CITY OF MADEIRA BEACH FOR FIRE SUPPRESSION AND EMS SERVICES; PROVIDING FOR NOTICE TO THE CITY OF SEMINOLE AND THE CITY OF MADEIRA BEACH OF SUCH ELECTION BY THE TOWN OF REDINGTON BEACH; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Town of Redington Beach, Florida and the Cities of Seminole and Madeira Beach, Florida entered into an Interlocal Agreement providing fire suppression and EMS Services dated January 24, 2011; and

WHEREAS, such Agreement is for a term of 10 years and provides that it may be renewed for an additional 10 year term at the option of the Town of Redington Beach, upon giving 90 days written notice prior to the end of the first 10 year term; and

WHEREAS, The Town Commission of the Town of Redington Beach wishes to exercise its option to renew such Interlocal Agreement at this time.

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

Section 1. The Town of Redington Beach does hereby elect to and does hereby renew the Interlocal Agreement Providing Fire Suppression and EMS Services entered into among the Cities of Seminole and Madeira Beach and the Town of Redington Beach dated January 24, 2011, for an additional 10 year period of time.

Section 2. That a copy of this Resolution shall be sent, by certified mail, return receipt requests to the following:

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

City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

PASSED AND ADOPTED by the Town of Redington Beach, this 17th Day of October, 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					

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, MADEIRA 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, MADEIRA 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 MADEIRA 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 MADEIRA 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 MADEIRA BEACH and SEMINOLE; and

WHEREAS, it is in the best interest of the parties for MADEIRA 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 MADEIRA 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, MADEIRA 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 MADEIRA 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. The annual base fee for services shall be annually adjusted commencing on October 1, 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 MADEIRA 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 MADEIRA BEACH respectively.

6. **Term.** The initial term of this contract shall be for ten (10) years and renewable for 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 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 MADEIRA 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 MADEIRA 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 MADEIRA BEACH's City Managers pursuant to their Charters. Any and all contact by REDINGTON BEACH with SEMINOLE and MADEIRA BEACH shall be made as agreed upon by the parties. SEMINOLE and MADEIRA 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 MADEIRA 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 MADEIRA 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 MADEIRA 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, MADEIRA 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 MADEIRA BEACH:

City Manager, City of Madeira Beach
300 Municipal Drive
Madeira 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's 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 MADEIRA 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 MADEIRA BEACH

City Clerk

City Manager

Approved as to form:

City Attorney