



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
WEDNESDAY, October 16, 2019
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	Vice Mayor Kornijtschuk
Building/Code	Commissioner 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 2, 2019**
 - B. Board Special Meeting Minutes, October 4, 2019**
 - C. Bill list for Day Ending October 11, 2019**
- 8. OLD BUSINESS**
 - A. Friendship Park Renovations**
- 9. NEW BUSINESS**
 - A. Interlocal Agreement for a Public Safety Multi-Purpose Facility**
- 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 2, 2019
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 2, 2019, 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 Dorgan	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Kornijtschuk	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Agenda: A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Will to accept the agenda as presented. Motion passed with all ayes.

Public Forum: None

Public Safety

- Nothing to Report

Building

- Nothing to Report.

Public Works

- Nothing to Report

Finance

- Attending Training tomorrow to keep in line with the investment policy.

Mayor

- Nothing to Report

Town Clerk

- Commissioner Steiermann and town clerk will be conducting interviews on Thursday and Friday for the public works position.

Town Attorney

- Nothing to Report

NEW BUSINESS

Other Business

With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 6:50 p.m.

Adopted: , 2019

Missy Clarke, CMC, Town Clerk

Boards and Committees

- Nothing to Report

CONSENT AGENDA

- A. Final Budget Meeting Minutes, September 17, 2019
- B. Board Regular Meeting Minutes, September 18, 2019
- C. Bill list ending for Day ending September 27, 2019

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

OLD BUSINESS

- A. **Waste Connections Price Increase:** Mayor Simons reported that Pinellas County Solid Waste increased their disposal rates by 6% and the cost has been passed on to the cities. The increase for the town is 3.83%. A motion by Commissioner Will and seconded by Vice Mayor Kornijtschuk to accept the rate increase. Steve Redman, 16496 Redington Drive asked if the increase was a combination of the CPI and the disposal rate fees. The CPI rate increase is 2.5% and the disposal increase is 1.3%. Motion passed with all ayes. Town Clerk will report to Waste Connections that the increase was approved.
- B. **Impervious Surface Ratio: Discussion to Remove from Comprehensive Plan:** Town Planner, Bruce McLaughlin stated that the planning board unanimously agreed to keep the Impervious Surface Ratio in the comprehensive plan. The planning board also approved the 65% ratio at their meeting last night. A public hearing will be held on October 23rd for the planning board to formally recommend to the commission the 65%. Commissioner Steiermann asked if swimming pools are included in the 65%. The impervious surface ratio will be on the board of commissioners agenda to consider the 65% change in the comprehensive plan on November 6th.
- C. **Final Reading: Ordinance 2019-06: An Ordinance of the Town of Redington Beach, Florida, Amending Chapter 12 of the Town Code Concerning Nuisances to Remove Outdated, Unenforceable or Pre-empted Provisions and to incorporate current State and Federal Law Requirements; Creating new Regulations Concerning the Distribution of Written or Printed Materials; Making Related Findings; Providing for Codification, severability, and an effective date.** Attorney Daigneault read the ordinance by title only. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Will to adopt Ordinance 2019-06 on its final reading. Dan Autry, publisher of the Tampa Bay Beaches wanted to go on record that the ordinance may affect the distribution of the Beach Beacon. Motion passed with all ayes.

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



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Friday, October 4, 2019
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 **Friday, October 4, 2019, 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 Dorgan	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Kornijtschuk	X	
Mayor Simons	X	
Town Attorney Daigneault		X
Town Clerk Clarke	X	

Agenda: A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Dorgan to accept the agenda as presented. Motion passed with all ayes.

NEW BUSINESS

- A. Public Works Maintenance Position:** Commissioner Steiermann noted that four applicants were interviewed. The two applicants that stood out were Robert Shanahan and Christian Wittman. A motion by Commissioner Steiermann to hire Robert Shanahan at a starting salary of \$14.00 per hour with a review in 90 days, seconded by Commissioner Will

Other Business

With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 3:37 p.m.

Adopted: , 2019

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Town of Redington Beach

Date: 10/11/2019

Time: 12:20 pm

Page: 1

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 REDINGTON	2019-10-08	2019 Boat Parade Donation	0	10/08/2019	10/08/2019	800.00
							800.00
Total Dept. Legislative:							800.00
Dept: 512 Town Clerk							
101-512-512.230 Group Insurance	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	737.88
							737.88
101-512-512.231 Life Insurance	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	9.75
							9.75
101-512-512.232 Dental Insurance	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	63.75
							63.75
101-512-512.420 Postage	CHASE CARD SERVICES	2019-10-02	Postage	0	10/02/2019	10/02/2019	50.00
							50.00
101-512-512.421 Stamps.com	CHASE CARD SERVICES	2019-09-01	Stamps.com September 2019	0	09/30/2019	09/30/2019	17.99
							17.99
101-512-512.440 Utilities- Water/EI	DUKE ENERGY	73928-48713	2019-10-02 September 2019	0	10/02/2019	10/02/2019	719.15
	PINELLAS COUNTY UTILITIES	2019-10-01	8-3-19 to 10-1-19	0	10/01/2019	10/01/2019	282.11
							1,001.26
101-512-512.490 Advertising	TAMPA BAY NEWSPAPERS	101156	PW position ad	0	09/26/2019	09/26/2019	47.00
	TIMES PUBLISHING COMPANY	Ad # 18468	Ord. 2019-06	0	09/27/2019	09/27/2019	42.80
							89.80
101-512-512.510 Office Supplies	WATER BOY INC	00136820	Water delivery Sept. 2019	0	10/03/2019	10/03/2019	57.00
							57.00
101-512-512.515 Office Copier/Lease	KONICA MINOLTA BUSINESS	261475299	9/1/19-9/30/19	0	09/30/2019	09/30/2019	129.13
							129.13
101-512-512.520 Office Copier/Lease	KONICA MINOLTA BUSINESS	261475299	9/1/19-9/30/19	0	09/30/2019	09/30/2019	24.07
							24.07
101-512-512.542 Dues & Subscriptions	FLORIDA LEAGUE OF CITIES	425FLC1920	2019-2020 Annual Dues	0	10/01/2019	10/01/2019	495.00
							495.00
Total Dept. Town Clerk:							2,675.63
Dept: 513 Finance & Admin							
101-513-513.230 Group Insurance	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	733.81
							733.81
101-513-513.231 Life Insurance	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	9.75

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/11/2019

Time: 12:20 pm

Page: 2

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							9.75
101-513-513.232	Dental Insurance						
	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	31.81
							31.81
Total Dept. Finance & Admin:							775.37
Dept: 514 Legal Counsel							
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	2107	General September 2019	0	10/01/2019	10/01/2019	507.50
							507.50
101-514-514.310	Legislative Couns						
	TRASK, DAIGNEAULT, LLP A	2108	Code Revision Sept. 2019	0	10/01/2019	10/01/2019	614.50
							614.50
Total Dept. Legal Counsel:							1,122.00
Dept: 522 Fire Control							
101-522-522.340	Fire Department						
	CITY OF MADEIRA BEACH	4010501-1	Fire Svcs 10/19-12/19	0	10/04/2019	10/04/2019	14,382.68
							14,382.68
101-522-522.341	EMS (Seminole)						
	CITY OF SEMINOLE	20-102	Fire and EMS 10/19-12/19	0	10/01/2019	10/01/2019	14,382.68
							14,382.68
Total Dept. Fire Control:							28,765.36
Dept: 524 Protective Services							
101-524-524.310	Code Enforcement						
	PINELLAS COUNTY SHERIFF	775841	Code Enf. Sept 2019	0	09/25/2019	09/25/2019	1,624.68
							1,624.68
101-524-524.421	Attorney Fees						
	TRASK, DAIGNEAULT, LLP A	2106	Code Enf. STOLZ Sept. 2019	0	10/01/2019	10/01/2019	122.50
							122.50
101-524-524.422	Citation Costs/NF						
	TOWN OF NORTH REDINGTON	2019-10-11	FY18-19 Fines and Forfeitures	0	10/11/2019	10/11/2019	444.29
							444.29
Total Dept. Protective Services:							2,191.47
Dept: 539 Department of Public V							
101-539-539.230	Group Insurance						
	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	1,467.62
							1,467.62
101-539-539.231	Life Insurance - C						
	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	19.50
							19.50
101-539-539.232	Dental Insurance						
	FLORIDA MUN INSURANCE	2019-11-01	11-1-19 to 11-30-19	0	10/09/2019	10/09/2019	136.03
							136.03
101-539-539.241	Continuing Educ						
	CHASE CARD SERVICES	BMP Training - Shanahan	BMP Class - Robert Shanahan	0	10/07/2019	10/07/2019	15.00
							15.00
101-539-539.440	P/W Utilities						
	DUKE ENERGY	73928-48713	2019-10-02 September 2019	0	10/02/2019	10/02/2019	39.18
							39.18

Date: 10/11/2019

Time: 12:20 pm

Page: 3

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
al Dept. Department of Public Works:							1,677.33
Dept: 540 Transportation							
101-540-540.490	Current Obligatio						
	BOARD OF COUNTY COMMI	MIF 2019-10-01	MIF 10-1-18 to 9-30-19	0	10/03/2019	10/03/2019	4,792.32
							4,792.32
Total Dept. Transportation:							4,792.32
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	73928-48713	2019-10-02 September 2019	0	10/02/2019	10/02/2019	2,296.25
							2,296.25
Total Dept. Roads & Streets:							2,296.25
Dept: 571 Libraries							
101-571-571.000	Libraries						
	GULF BEACHES PUBLIC LIB	2019-10-07	2019-2020 Q1	0	10/07/2019	10/07/2019	7,786.65
							7,786.65
Total Dept. Libraries:							7,786.65
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	PINELLAS COUNTY UTILITIE	2019-10-01	8-3-19 to 10-1-19	0	10/01/2019	10/01/2019	612.42
							612.42
101-572-572.462	Maintenance - Gr						
	HOME DEPOT CREDIT SERV	004010/6741189	Timer, flood light, soil	0	10/04/2019	10/04/2019	205.79
	PINELLAS CENTRAL ACE	6518/1	edger blades	0	09/30/2019	09/30/2019	17.58
	PINELLAS CENTRAL ACE	6593/1	Arrester,filter,sharpen blades	0	10/04/2019	10/04/2019	49.71
							273.08
101-572-572.490	Playground Equip						
	GAME TIME	PJI-0123640	Drums for Town Park Playgrounc	0	09/26/2019	09/26/2019	2,025.33
							2,025.33
101-572-572.521	Twin Towers Ope						
	FLORIDA MONUMENT	191002	Brick TIPTON	0	10/03/2019	10/03/2019	26.00
							26.00
101-572-572.522	Gasoline & Oil						
	WEX BANK	566513	Unleaded gasoline	0	09/30/2019	09/30/2019	76.66
							76.66
101-572-572.524	Fertilizer & Mulch						
	LARSON & SON LANDSCAPE	23481	6 YARDS OF SHELL	0	10/10/2019	10/10/2019	312.00
							312.00
101-572-572.527	Tools & Equipme						
	PINELLAS CENTRAL ACE	6688/1	Hedge Trimmer	0	10/11/2019	10/11/2019	347.56
							347.56
Total Dept. Parks and Recreation:							3,673.05
Total Fund General Fund:							56,555.43
Fund: 300 Capital Accounts							
Dept: 539 Department of Public V							
300-539-539.630	Infrastructure						
	CPWG	19093005	Gulf Blvd Undergrounding	0	09/30/2019	09/30/2019	2,080.00
							2,080.00

Date: 10/11/2019
Time: 12:20 pm
Page: 4

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
al Dept. Department of Public Works:							2,080.00
al Fund Capital Accounts:							2,080.00
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.650	Engineering Expense						
	LTA ENGINEERS, LLC	1862	SWFMD CFI Grant Application	0	10/06/2019	10/06/2019	2,500.00
							2,500.00
Total Dept. Storm Water:							2,500.00
Total Fund Storm Water:							2,500.00
Grand Total:							61,135.43

10/9/2019

8898 PAYROLL
8899 PAYROLL
8900 PAYROLL
8901 PAYROLL

1,825.40
1,357.88
1,298.99
310.30

4,792.57

MAYOR SIMONS

COMMISSIONER WILL

VICE MAYOR KORNIJTSCHUK

COMMISSIONER DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Regular Meeting of October 16, 2019
Missy Clarke, CMC, Town Clerk

**INTERLOCAL AGREEMENT
FOR A PUBLIC SAFETY MULTI-PURPOSE FACILITY**

THIS INTERLOCAL AGREEMENT "Agreement" is made and entered into this ____ day of _____, 20____, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter the "County"), the Pinellas County Emergency Medical Services Authority, a dependent special district of the State of Florida (hereinafter the "EMS Authority"), and the Town of Redington Shores, the Town of Redington Beach, and the Town of North Redington Beach, each municipal corporations of the State of Florida (hereinafter all three referred to as the "Towns"), (all collectively referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, the County's Board of County Commissioners serve as the Pinellas County Emergency Medical Services Authority (the "EMS Authority"), which provides financial and operational oversight of all emergency medical services, including but not limited to advanced life support (ALS) first responder services and ambulance services; and

WHEREAS, the EMS Authority has designated the Towns as the Redington Beaches EMS District; and

WHEREAS, the EMS Authority and the Towns desire to improve emergency medical services ("EMS") response times and geographic coverage by establishing an ALS non transport capable EMS station within the Redington Beaches EMS District; and

WHEREAS, the Towns contract with the cities of Seminole and Madeira Beach for the provision of fire suppression and other fire and rescue services within the Redington Beaches EMS District; and

WHEREAS there is a demonstrated need for the geographic presence of a fire and rescue unit to serve within the boundaries of the Redington Beaches EMS District; and

WHEREAS, the County and the Towns desire to enable the ability to establish a fire and rescue unit within the Redington Beaches EMS District; and

WHEREAS, the Town of North Redington Beach's current public works facility is reaching the end of its useful life, and it desires to replace said facility; and

WHEREAS, the Town of Redington Shores needs facility space for public works operations; and

WHEREAS, the County needs additional office space for the Pinellas County Sheriff's Office; and

WHEREAS, the County's lift station located on the site adjacent to the Town of North Redington Beach's public works facility has reached the end of its useful life, and the County

desires to replace the lift station; and

WHEREAS, the Parties desire to construct a new joint-use facility within the Redington Beaches EMS District to serve as a station for emergency medical services, provide for the ability to establish a fire and rescue unit as needed, serve as public works storage and offices, and provide law enforcement office space and general public meeting space, and

WHEREAS, the Parties desire to allow the County to replace and relocate the County's current lift station.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the Parties hereby agree as follows:

1. PURPOSE/GOALS

The primary purpose of this Agreement is for the Parties to partner together to build a new multi-purpose, joint-use public facility that the Parties will all either directly utilize or receive a direct benefit from (hereinafter the "Facility"), as well as to allow the County to replace an out-of-date lift station. The Facility will:

- a. Establish an ALS non-transport capable first responder EMS station in the Redington Beaches EMS District within the District, staffed and funded pursuant to EMS Authority Resolutions 09-37 and 09-38;
- b. Allow the establishment of a fire and rescue station to improve fire and rescue response times and geographic coverage;
- c. Replace North Redington's current public works facility;
- d. Provide space for Redington Shores public works operations;
- e. Provide office space for the Pinellas County Sheriff's Office;

The goals of establishing a new joint-use and new multi-purpose facility include:

- a. Improving EMS and fire and rescue response times throughout the Redington Beaches EMS District based on current need and anticipated population growth;
- b. Providing additional needed public storage, general public office space, and law enforcement office space;
- c. Lowering construction costs;
- d. Setting standards as a model of future partnerships among jurisdictions throughout Pinellas County.

2. PREMISES

The Facility will be located on the following property (hereinafter the "Premises"):

190 173rd Avenue East
North Redington Beach, Florida 33708

Parcel ID: 32-30-15-61056-006-0000

3. TERM

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 all Parties, and shall take effect upon such filing. This Agreement shall continue in effect thereafter until terminated as outlined herein.

4. FUNDING

Total construction costs shall not exceed three million dollars. If said construction costs will exceed this estimated amount, this Agreement must be amended to include the updated amount and reallocation of funding.

The funding for the construction of the Facility, including design, demolition, and infrastructure removal, relocation, and installation (collectively hereinafter referred to as "construction costs" or "cost of construction"), will be split between the County and the Towns. The County shall pay an amount not to exceed \$2,600,000.00, and the Towns will collectively pay \$400,000, split as follows:

- North Redington Beach: \$200,000.00.
- Redington Shores: \$140,000.00.
- Redington Beach: \$60,000.00.

The County shall pay all initial construction costs and the Towns shall each reimburse the County pursuant to their respective shares outlined above. The Towns shall reimburse the County in full within five years of the date a certificate of occupancy is issued for the Facility. Ongoing operation and general maintenance shall be the financial responsibility of the Towns, and capital improvements will be the responsibility of the County, both as defined in Exhibit C and as further outlined in the applicable leasing documentation. In the event of a conflict regarding the maintenance allocation, the leases shall control.

5. PARTY RESPONSIBILITIES

- a. Pinellas County
 - i. Provide its proportionate share of funding for the initial construction of the Facility;

- ii. Enter into a ground lease with North Redington Beach to allow the construction of the Facility;
 - iii. Negotiate and execute a mutually agreeable leaseback agreement with North Redington Beach and Redington Shores for their use of the Facility;
 - iv. Own and provide capital improvement for the Facility;
 - v. Remove and replace the lift station currently existing on the Premises at its sole cost and expense, subject to a mutually agreeable relocation plan between the County and North Redington Beach;
 - vi. Through the EMS Authority, enter into any agreements with the respective Cities or their provider agencies necessary to provide EMS first responder services with a level of service, staffing and associated funding consistent with EMS Authority Resolutions 09-37 and 09-38.
- b. Town of Redington Beach
 - i. Provide its proportionate share of funding to fund the initial construction of the Facility;
 - i. Ensure its fire suppression and EMS services contractor(s) provide a non-transport capable ALS rescue unit and a second firefighter/paramedic position to be staffed with the EMS Authority funded firefighter/paramedic position at the Facility, pursuant to EMS Authority Resolutions 09-37 and 09-38;
 - ii. Ensure compliance with all additional applicable County, EMS Authority, and fire district requirements regarding appropriate Facility staffing and funding related thereto.
- c. Town of North Redington Beach
 - i. Provide its proportionate share of funding to fund the construction of the Facility;
 - ii. Allow the demolition of its current public works facility;
 - iii. Grant the County a ground lease that allows construction, ownership, and operation of the Facility;
 - iv. Negotiate and execute a mutually agreeable leaseback agreement with Pinellas County, whereby the County will lease the Facility to North Redington Beach and Redington Shores for their joint use;
 - v. Allow demolition and relocation of the County's lift station pursuant to a mutually agreed upon relocation plan between the County and North Redington Beach;
 - vi. Allow for the demolition of the Town's public works building pursuant to a mutually agreed upon Facility location;
 - vii. Ensure its fire suppression and EMS services contractor(s) provide a non-transport capable ALS rescue unit and a second firefighter/paramedic position to be staffed with the EMS Authority funded firefighter/paramedic position at the Facility, pursuant to EMS Authority Resolutions 09-37 and 09-38;
 - iii. Ensure compliance with all additional applicable County, EMS Authority, and fire district requirements regarding appropriate Facility staffing and funding related thereto.
- d. Town of Redington Shores
 - i. Provide its proportionate share of funding to fund the initial construction of the

- Facility;
- ii. Negotiate and execute a mutually agreeable lease agreement with Pinellas County and North Redington Beach, whereby the County will lease the Facility for the joint use of the County, Redington Shores, and North Redington Beach;
 - iii. Provide an ingress and egress easement to North Redington Beach and its invitees located at 115 174th Avenue East, Redington Shores (parcel id 32-30-15-30438-001-0040) to access the Facility, at a mutually agreeable location and subject to mutually agreeable terms;
 - iv. Allow for demolition of the Town's current building on parcel 32-30-15-30438-001-0040.
 - v. Ensure its fire suppression and EMS services contractor(s) provide a non-transport capable ALS rescue unit and a second firefighter/paramedic position to be staffed with the EMS Authority funded firefighter/paramedic position at the Facility, pursuant to EMS Authority Resolutions 09-37 and 09-38;
 - iv. Ensure compliance with all additional applicable County, EMS Authority, and fire district requirements regarding appropriate Facility staffing and funding related thereto.

6. OWNERSHIP OF IMPROVEMENTS

The Facility and all improvements thereto, whether or not constructed by Pinellas County, shall be the property of Pinellas County during the term of Pinellas County's ground lease. Upon termination of Pinellas County's ground lease or expiration of the Facility lease, the improvements shall be owned by North Redington Beach as owner of the underlying property.

7. TERMINATION

Except as provided in subparagraphs below, each Party to this Agreement may terminate their participation upon no less than thirty (30) days written notice to all remaining Parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Towns are responsible for paying their respective share of the initial construction costs for the Facility upon termination, without offset or reduction for early termination. In the event one of the Cities terminates the Agreement, the remaining Parties will determine whether and how to proceed with modifying the ongoing responsibilities and payments outlined herein. Termination by any party shall not be deemed a termination of any agreements associated with this Agreement, including but not limited to the ground lease and leaseback agreements referenced herein.

8. INDEMNIFICATION

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or limitation of liability that the Parties may be entitled to under the doctrine of sovereign immunity or §768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any manner arising out of this

Agreement.

9. ASSIGNMENTS

No Party shall assign their responsibility under this Agreement to another party without prior written approval of the other Parties.

10. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement. Venue shall be in Pinellas County, Florida, or the nearest location having proper jurisdiction.

11. SEVERABILITY

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

12. FISCAL FUNDING

This Agreement is subject to the annual appropriation of funds by all Parties. In the event sufficient budgeted funds are not available for any party, the party without the availability of funds may terminate this Agreement, without penalty or further expense of that party. Said party shall notify all remaining Parties as soon as practical regarding the unavailability of sufficient funds.

13. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties hereto and may be modified or amended only by a document in writing executed the Parties and executed with the same formality of this Agreement.

14. CONFLICT

In the event of a conflict between the associated leases, the leases shall control.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be signed, by their duly authorized representatives this _____ day of _____, 2019.

PINELLAS COUNTY, FLORIDA,
acting by and through Board of County Commissioners

By: _____ Date: _____
Chairman

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY

By: _____ Date: _____

Print: _____

Title: _____

THE TOWN OF REDINGTON BEACH

By: _____ Date: _____

Print: _____

Title: _____

THE TOWN OF NORTH REDINGTON BEACH

By: _____ Date: _____

Print: _____

Title: _____

THE TOWN OF REDINGTON SHORES

By: _____ Date: _____

Print: _____

Title: _____