**TOWN OF REDINGTON BEACH**
**BOARD REGULAR MEETING AGENDA**
**Wednesday, August 4, 2021**
**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** **<u>NOTE:</u>** 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 | Commissioner Skjoldager |
| Public Works/Parks | Commissioner Cariello |
| Finance | Vice Mayor Dorgan |
| Mayor | |
| Town Clerk | |
| Attorney Eschenfelder | |
| Boards & Committees | |
| Library Report | |

7. **CONSENT AGENDA**
   A. **Board Regular Meeting Minutes, July 21, 2021**
   B. **Bill List for Day Ending July 30, 2021**

8. **UNFINISHED BUSINESS**

9. **NEW BUSINESS**

   A. **2021/2022 Budget**
   B. **Park Board Budget**

C. **Resolution 2021-05: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement with Clifton Larson Allen, for Auditing Services; and Providing for an Effective Date.**
D. **Resolution 2021-06: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement for Law Enforcement Services, With Bob Gultieri, 'Sheriff' Pinellas County and Providing for and Effective Date.**
E. **Resolution 2021-07: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement with the Firm of Trask and Daigneault, LLP for Legal Services and 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, July 21, 2021
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 21, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

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

**Roll Call**

| | Present | Absent |
|---|---|---|
| Commissioner Cariello | X | |
| Commissioner Kornijtschuk | X | |
| Commissioner Skjoldager | X | |
| Vice Mayor Dorgan | X | |
| Mayor Will | X | |
| Town Attorney Eschenfelder | X | |
| Town Clerk Clarke | X | |

**Approval of Agenda:** Mayor Will requested that New Business be moved to after the consent agenda and before Unfinished Business. A motion by Commissioner Kornijtschuk and seconded by Commissioner Cariello to approve the agenda as amended. No public comment. Motion passed with all ayes.

**Public Forum: None**

**Reports:**

Public Safety

- Nothing to Report.

Building/Code

- The DEO has issued a Notice of Intent to approve the Town's Water Facilities Plan. The goal for the permit checklist should be completed by the end of July. Would like to review the fence ordinance to clarify what is an existing fence.

Public Works/Parks

- The electrician for new outlets at Friendship Park have been notified to proceed.

Finance

- Nothing to Report.

Mayor

- Red Tide is present at the beach and intercoastal. The county has started clean up on the beach.

Town Clerk

- Nothing to Report.

Town Attorney

- Nothing to Report.

Boards and Committees

- The Park Board has received three bids for the 5 to 12 playground area and will have hard numbers for the commission to consider during their budget talks. Oak Leaf Hydrangea's have been approved for planting at Friendship Park.

Library Board

- A meeting will be held next Monday, July 26th. When the agenda is available, it will be posted.

**CONSENT AGENDA**

A. **Board Regular Meeting Minutes, July 7, 2021**
B. **Board Regular Meeting Minutes, July 12, 2021**
C. **Bill list ending for Day Ending July 16, 2021.**

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

**UNFINISHED BUSINESS**

A. **Proposal for Pipe Cleaning:** The town received four bids for the pipe cleaning. Two of the bidders were in attendance. Seminole Septic and Aqua-Nautik were both in attendance and spoke of their experience and the background of their companies. Seminole Septic only bid on Phases I and II. Aqua-Nautik bid on all four phases. Questions were asked to both companies by the commissioners regarding their bids. Leslie Wilkins, 505 161st Avenue had a question on the digital record of the mapping. A motion by Commissioner Cariello and seconded by Commissioner Kornijtschuk to authorize staff to proceed with negotiating a contract with Seminole Septic for phases I and II and to Aqua-Nautik for phases III and IV. Town Attorney reminded the commission that the contract will come before the commission for final vote and approval. Motion passed with all ayes by roll call vote.

| | Motion | Second | Aye | Nay | Absent |
|---|---|---|---|---|---|
| Commissioner Cariello | X | | X | | |
| Commissioner Kornijtschuk | | X | X | | |
| Commissioner Skjoldager | | | X | | |
| Vice Mayor Dorgan | | | X | | |
| Mayor Will | | | X | | |

**NEW BUSINESS**

A. **Park Board Appointment (2):** Two applications were received for the vacancies on the park board. One was received from Tiffany Terracciano, who currently serves on the board and one from Jackie Tamburri. Both applicants spoke on their desire to be on the board. A motion by commissioner Cariello and seconded by Commissioner Kornijtschuk to appoint both to the park board for a two-year term. Motion passed with all ayes by roll call vote.

| | Motion | Second | Aye | Nay | Absent |
|---|---|---|---|---|---|
| Commissioner Cariello | X | | X | | |
| Commissioner Kornijtschuk | | X | X | | |
| Commissioner Skjoldager | | | X | | |
| Vice Mayor Dorgan | | | X | | |
| Mayor Will | | | X | | |

B. **Proposed Millage Rate:** Vice Mayor Dorgan reported that the town's current millage rate is 1.8149 and has been for the last five years. The millage rate can always be lowered but cannot be raised. He suggested keeping the millage rate the same until the commission gets closer to adopting the budget. The consensus of the commission was to keep the millage rate the same.

**Other Business**

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Cariello to adjourn. Regular meeting was adjourned at 7:37 p.m.

**Adopted: July, 2021**

Missy Clarke, CMC, Town Clerk

# INVOICE APPROVAL LIST BY FUND REPORT



Town of Redington Beach

| Fund/Dept/Acct | Vendor Name | Invoice # | Invoice Desc. | Check # | Due Date | Posting Date | Amount |
|---|---|---|---|---|---|---|---|
| **Fund: 101 General Fund** | | | | | | | |
| **Dept: 511 Legislative** | | | | | | | |
| 101-511-511.820 Donations | | | | | | | |
| | NEIGHBORLY CARE NETWO | 2021 | FY 2021 donation | 0 | 07/28/2021 | 07/28/2021 | 500.00 |
| | | | | | | | **500.00** |
| | | | | | **Total Dept. Legislative:** | | **500.00** |
| **Dept: 512 Town Clerk** | | | | | | | |
| 101-512-512.230 Group Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE ' | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 802.73 |
| | | | | | | | **802.73** |
| 101-512-512.231 Life Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE ' | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 9.75 |
| | | | | | | | **9.75** |
| 101-512-512.232 Dental Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE ' | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 64.15 |
| | | | | | | | **64.15** |
| 101-512-512.480 Promotion/Public | | | | | | | |
| | CHASE CARD SERVICES | 07232021 | Red Tide | 0 | 07/23/2021 | 07/23/2021 | 70.60 |
| | | | | | | | **70.60** |
| 101-512-512.510 Office Supplies | | | | | | | |
| | APEX OFFICE PRODUCTS | 2231047-0 | Multifold Towels | 0 | 07/30/2021 | 07/30/2021 | 35.79 |
| | CHASE CARD SERVICES | 112-7236749-5734608 | Batteries | 0 | 07/21/2021 | 07/21/2021 | 18.32 |
| | | | | | | | **54.11** |
| | | | | | **Total Dept. Town Clerk:** | | **1,001.34** |
| **Dept: 513 Finance & Admin** | | | | | | | |
| 101-513-513.230 Group Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE ' | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 809.98 |
| | | | | | | | **809.98** |
| 101-513-513.231 Life Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE ' | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 9.75 |
| | | | | | | | **9.75** |
| 101-513-513.232 Dental Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE ' | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 105.02 |
| | | | | | | | **105.02** |
| 101-513-513.495 Janitorial Service | | | | | | | |
| | HIP CLEANING SERVICE | 101 | July 2021 | 0 | 07/29/2021 | 07/29/2021 | 300.00 |
| | | | | | | | **300.00** |
| | | | | | **Total Dept. Finance & Admin:** | | **1,224.75** |
| **Dept: 515 Comprehensive Planni** | | | | | | | |
| 101-515-515.310 Planning | | | | | | | |
| | BRUCE MCLAUGHLIN CONS | 07302021 | 7-16 to 7-29 | 0 | 07/30/2021 | 07/30/2021 | 2,371.50 |
| | | | | | | | **2,371.50** |
| | | | | | **Total Dept. Comprehensive Planning:** | | **2,371.50** |
| **Dept: 521 Law Enforcement** | | | | | | | |
| 101-521-521.340 Law Enforcement | | | | | | | |
| | PINELLAS COUNTY SHERIFF | 1021690 | August 2021 | 0 | 07/29/2021 | 07/29/2021 | 22,479.00 |
| | | | | | | | **22,479.00** |
| | | | | | **Total Dept. Law Enforcement:** | | **22,479.00** |

# INVOICE APPROVAL LIST BY FUND REPORT



Town of Redington Beach

| Fund/Dept/Acct | Vendor Name | Invoice # | Invoice Desc. | Check # | Due Date | Posting Date | Amount |
|---|---|---|---|---|---|---|---|
| **Dept: 539 Department of Public V** | | | | | | | |
| 101-539-539.230 Group Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 1,597.32 |
| | | | | | | | **1,597.32** |
| 101-539-539.231 Life Insurance - [ | | | | | | | |
| | FLORIDA MUN INSURANCE | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 19.50 |
| | | | | | | | **19.50** |
| 101-539-539.232 Dental Insurance | | | | | | | |
| | FLORIDA MUN INSURANCE | August 2021 | August | 0 | 07/28/2021 | 07/28/2021 | 137.03 |
| | | | | | | | **137.03** |
| | | | | **al Dept. Department of Public Works:** | | | **1,753.85** |
| **Dept: 572 Parks and Recreation** | | | | | | | |
| 101-572-572.462 Maintenance - Gı | | | | | | | |
| | PINELLAS CENTRAL ACE | 135731 | Edger Line | 0 | 07/21/2021 | 07/21/2021 | 34.99 |
| | SITE ONE LANDSCAPE SUPI | 111356139-001 | Chemicals | 0 | 07/21/2021 | 07/21/2021 | 360.39 |
| | | | | | | | **395.38** |
| 101-572-572.522 Gasoline & Oil | | | | | | | |
| | WEX BANK | 9062586 | Gasoline | 0 | 07/12/2021 | 07/12/2021 | 60.07 |
| | WEX BANK | 9039085 | Gasoline | 0 | 07/21/2021 | 07/21/2021 | 75.87 |
| | | | | | | | **135.94** |
| 101-572-572.527 Tools & Equipmeı | | | | | | | |
| | PINELLAS CENTRAL ACE | 135571 | Edger | 0 | 07/20/2021 | 07/20/2021 | 252.79 |
| | | | | | | | **252.79** |
| | | | | **Total Dept. Parks and Recreation:** | | | **784.11** |
| | | | | **Total Fund General Fund:** | | | **30,114.55** |
| **Fund: 400 Storm Water** | | | | | | | |
| **Dept: 535 Storm Water** | | | | | | | |
| 400-535-535.800 Storm Drain Repl | | | | | | | |
| | G.A. NICHOLS COMPANY | 07192021 | Repairs 156 & 1st | 0 | 07/21/2021 | 07/21/2021 | 975.00 |
| | | | | | | | **975.00** |
| | | | | **Total Dept. Storm Water:** | | | **975.00** |
| | | | | **Total Fund Storm Water:** | | | **975.00** |
| | | | | **Grand Total:** | | | **31,089.55** |

| | | | | |
|---|---|---|---|---|
| 7/26/2021 | | 9953 | Payroll | 197.05 |
| | | 9954 | Payroll | 277.05 |
| | | 9955 | Payroll | 277.05 |
| | | 9956 | Payroll | 277.05 |
| | | 9957 | Payroll | 461.75 |
| | | 9958 | Payroll | 2,324.28 |
| | | 9959 | Payroll | 1,390.69 |
| | | 9960 | Payroll | 1,336.03 |
| | | 9961 | Payroll | 1,042.41 |
| | EFT | | Payroll Liabilities | 3,696.13 |
| | EFT | | Retirement | 1,637.82 |
| | | | | 12,917.31 |

MAYOR WILL

COMMISSIONER KORNIJTSCHUK

COMMISSIONER SKJOLDAGER

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER CARIELLO

Missy Clarke, CMC, Town Clerk

Regular Meeting of August 4, 2021

Town of Redington Beach

| Month: 7/31/2021 | Prior Year Actual | Current Year Original Budget | Current Year Amended Budget | Current Year Actual Thru July | Current Year Estimated Total | (6) Requested | (7) Recommended | (8) Adopted |
|---|---|---|---|---|---|---|---|---|
| Fund: 101 - General Fund | | | | | | | | |
| Revenues | | | | | | | | |
| Dept: 000 | | | | | | | | |
| 311.000 Ad Valorem Taxes | 918,649 | 949,408 | 949,408 | 963,500 | 0 | 1,014,543 | | |
| 312.100 Local Option Gas Tax | 18,378 | 20,500 | 20,500 | 9,201 | 0 | 18,500 | | |
| 313.200 City of Clearwater Fran Fee | 6,774 | 6,000 | 6,000 | 3,972 | 0 | 6,500 | | |
| 313.900 Utility Propane Tax | 1,152 | 950 | 950 | 561 | 0 | 1,000 | | |
| 314.100 Progess Energy Utility tax | 133,633 | 120,000 | 120,000 | 80,142 | 0 | 125,000 | | |
| 315.000 Communications Services Tax | 54,060 | 51,272 | 51,272 | 29,910 | 0 | | | |
| 316.000 Business Tax License | 2,293 | 1,200 | 1,200 | 450 | 0 | 250 | | |
| 323.100 Electricity Franchise Fee | 133,575 | 125,000 | 125,000 | 79,414 | 0 | 125,000 | | |
| 327.000 Variances Permits/Licenses | 1,250 | 1,000 | 1,000 | 3,500 | 0 | 1,500 | | |
| 334.300 FDOT Lighting Grant | 10,227 | 10,227 | 10,227 | 14,315 | 0 | 14,500 | | |
| 335.120 State Revenue Sharing | 27,273 | 27,037 | 27,037 | 20,395 | 0 | 27,037 | | |
| 335.180 Half Cent Sales Tax | 92,009 | 82,668 | 82,668 | 61,515 | 0 | 101,687 | | |
| 351.200 Court Fines - Traffic | 4,583 | 3,500 | 3,500 | 6,061 | 0 | 4,000 | | |
| 359.900 Other Fine | 2,860 | 1,500 | 1,500 | 35,800 | 0 | 2,500 | | |
| 361.200 Interest Savings Accounts | 12,214 | 15,000 | 15,000 | 5,786 | 0 | 7,500 | | |
| 366.000 Contrib. & Dons. (Twin Towers) | 905 | 1,000 | 1,000 | 386 | 0 | 500 | | |
| 367.000 Other Licenses/Permits | 150 | 500 | 500 | 0 | 0 | 500 | | |
| 369.900 Other Misc Revenues | 9,621 | 1,000 | 1,000 | 30,921 | 0 | 1,000 | | |
| Dept: 000 | 1,429,606 | 1,417,762 | 1,417,762 | 1,345,829 | 0 | 1,451,517 | 0 | 0 |
| Total Revenues | 1,429,606 | 1,417,762 | 1,417,762 | 1,345,829 | 0 | 1,451,517 | 0 | 0 |
| Expenditures | | | | | | | | |
| Dept: 000 | | | | | | | | |
| 999.992 Transfer Out | 36,710 | 43,107 | 43,107 | 0 | 0 | | | |
| Dept: 000 | 36,710 | 43,107 | 43,107 | 0 | 0 | 0 | 0 | 0 |
| Dept: 511 Legislative | | | | | | | | |
| 511.111 Registration | 1,220 | 1,500 | 1,500 | 669 | 0 | 1,500 | | |
| 511.120 Salaries and Wages | 20,400 | 20,400 | 20,400 | 15,150 | 0 | 20,400 | | |
| 511.400 Travel | 0 | 500 | 500 | 0 | 0 | 500 | | |
| 511.410 Boat Parade | 800 | 800 | 800 | 0 | 0 | 800 | | |
| 511.820 Donations | 0 | 500 | 500 | 500 | 0 | 500 | | |
| 521.210 Fica Match | 1,561 | 1,561 | 1,561 | 1,159 | 0 | 1,561 | | |
| Legislative | 23,981 | 25,261 | 25,261 | 17,478 | 0 | 25,261 | 0 | 0 |
| Dept: 512 Town Clerk | | | | | | | | |
| 512.120 Salaries and Wages | 70,466 | 72,986 | 72,986 | 58,398 | 0 | 75,920 | | |
| 512.130 Holiday Bonus | 500 | 500 | 500 | 500 | 0 | 500 | | |
| 512.220 Pension | 7,046 | 7,299 | 7,299 | 5,840 | 0 | 7,592 | | |
| 512.230 Group Insurance | 8,805 | 9,584 | 9,584 | 8,027 | 0 | | | |

Town of Redington Beach

| Month: 7/31/2021 | Prior Year Actual | Current Year Original Budget | Current Year Amended Budget | Current Year Actual Thru July | Current Year Estimated Total | (6) Requested | (7) Recommended | (8) Adopted |
|---|---|---|---|---|---|---|---|---|
| Fund: 101 - General Fund | | | | | | | | |
| Expenditures | | | | | | | | |
| Dept: 512 Town Clerk | | | | | | | | |
| 512.231 Life Insurance | 117 | 117 | 117 | 98 | 0 | 117 | | |
| 512.232 Dental Insurance | 382 | 385 | 385 | 642 | 0 | 385 | | |
| 512.240 Worker's Comp Insurance | 1,452 | 1,476 | 1,476 | 1,475 | 0 | | | |
| 512.260 General Liability Insurance | 6,836 | 8,804 | 8,804 | 8,540 | 0 | | | |
| 512.265 Property Insurance | 4,995 | 5,413 | 5,413 | 5,413 | 0 | | | |
| 512.269 Flood Insurance | 6,077 | 6,798 | 6,798 | 6,208 | 0 | | | |
| 512.310 Professional Services | 0 | 5,000 | 5,000 | 0 | 0 | 5,000 | | |
| 512.315 Temporary Services | 0 | 500 | 500 | 30 | 0 | 500 | | |
| 512.400 Travel | 302 | 1,000 | 1,000 | 0 | 0 | 500 | | |
| 512.409 Con Education/Registrations | 991 | 1,500 | 1,500 | 195 | 0 | 500 | | |
| 512.410 Telephone | 2,400 | 2,400 | 2,400 | 2,000 | 0 | 2,400 | | |
| 512.411 Internet Services | 1,576 | 1,584 | 1,584 | 1,353 | 0 | 1,720 | | |
| 512.412 Website Services | 1,153 | 1,500 | 1,500 | 1,445 | 0 | 1,800 | | |
| 512.415 Technical Assistance | 175 | 750 | 750 | 0 | 0 | 750 | | |
| 512.420 Postage | 475 | 750 | 750 | 481 | 0 | 750 | | |
| 512.421 Stamps.com | 126 | 220 | 220 | 162 | 0 | 220 | | |
| 512.440 Utilities- Water/Electric | 6,388 | 6,000 | 6,000 | 5,145 | 0 | 6,500 | | |
| 512.461 Building Maintenance | 22,179 | 10,000 | 10,000 | 10,081 | 0 | | | |
| 512.471 Ordinance Codification | 4,854 | 7,500 | 7,500 | 225 | 0 | 12,000 | | |
| 512.472 Election Expense | 2,738 | 3,000 | 3,000 | 3,547 | 0 | 3,600 | | |
| 512.473 Newsletter | 0 | 500 | 500 | 0 | 0 | 3,000 | | |
| 512.480 Promotion/Public Relations | 2,000 | 2,500 | 2,500 | 682 | 0 | 2,500 | | |
| 512.490 Advertising | 5,195 | 7,500 | 7,500 | 3,026 | 0 | 2,500 | | |
| 512.510 Office Supplies | 5,010 | 2,500 | 2,500 | 4,941 | 0 | 4,000 | | |
| 512.515 Office Copier/Lease | 1,550 | 1,600 | 1,600 | 1,325 | 0 | 1,600 | | |
| 512.520 Office Copier/Usage | 480 | 1,000 | 1,000 | 628 | 0 | 1,000 | | |
| 512.542 Dues & Subscriptions | 1,458 | 1,500 | 1,500 | 1,894 | 0 | 1,800 | | |
| 512.640 Equipment | 746 | 1,000 | 1,000 | 0 | 0 | 1,000 | | |
| 521.210 Fica Match | 4,862 | 5,584 | 5,584 | 4,441 | 0 | 5,808 | | |
| Town Clerk | 171,334 | 178,750 | 178,750 | 136,742 | 0 | 143,460 | 0 | 0 |
| Dept: 513 Finance & Admin | | | | | | | | |
| 513.120 Salaries and Wages | 41,140 | 42,164 | 42,164 | 34,482 | 0 | 43,877 | | |
| 513.130 Finance Holiday Bonus | 500 | 500 | 500 | 500 | 0 | 500 | | |
| 513.220 Pension | 4,052 | 4,217 | 4,217 | 3,448 | 0 | 4,387 | | |
| 513.230 Group Insurance | 8,783 | 9,584 | 9,584 | 8,100 | 0 | | | |
| 513.231 Life Insurance | 117 | 117 | 117 | 98 | 0 | 117 | | |
| 513.232 Dental Insurance | 382 | 385 | 385 | 466 | 0 | 385 | | |

| Month: 7/31/2021 | Prior Year Actual | Current Year Original Budget | Current Year Amended Budget | Current Year Actual Thru July | Current Year Estimated Total | (6) Requested | (7) Recommended | (8) Adopted |
|---|---|---|---|---|---|---|---|---|
| Fund: 101 - General Fund | | | | | | | | |
| Expenditures | | | | | | | | |
| Dept: 513 Finance & Admin | | | | | | | | |
| 513.240 Worker's Comp Insurance | 1,452 | 1,476 | 1,476 | 1,475 | 0 | | | |
| 513.310 Professional Fees | 0 | 1,000 | 1,000 | 0 | 0 | | | |
| 513.320 Audit Fee | 24,550 | 25,000 | 25,000 | 23,604 | 0 | 25,200 | | |
| 513.415 Fund Balance Support | 1,051 | 1,500 | 1,500 | 1,129 | 0 | 1,500 | | |
| 513.493 Bank Service Charges | 275 | 300 | 300 | 225 | 0 | 300 | | |
| 513.495 Janitorial Services | 2,031 | 2,340 | 2,340 | 1,500 | 0 | 3,120 | | |
| 521.210 Fica Match | 3,138 | 3,226 | 3,226 | 2,623 | 0 | 3,357 | | |
| Finance & Admin | 87,471 | 91,809 | 91,809 | 77,650 | 0 | 82,241 | 0 | 0 |
| Dept: 514 Legal Counsel | | | | | | | | |
| 514.121 Litigation | 1,976 | 35,000 | 35,000 | 0 | 0 | 20,000 | | |
| 514.124 Town Attorney | 29,588 | 35,000 | 35,000 | 38,360 | 0 | 40,000 | | |
| 514.310 Legislative Counsel | 5,303 | 15,000 | 15,000 | 17,273 | 0 | 10,000 | | |
| 514.421 Special Magistrate | 0 | 2,500 | 2,500 | 0 | 0 | 2,500 | | |
| Legal Counsel | 36,867 | 87,500 | 87,500 | 55,633 | 0 | 72,500 | 0 | 0 |
| Dept: 515 Comprehensive Planning | | | | | | | | |
| 515.310 Planning | 38,463 | 45,000 | 45,000 | 60,355 | 0 | 45,000 | | |
| Comprehensive Planning | 38,463 | 45,000 | 45,000 | 60,355 | 0 | 45,000 | 0 | 0 |
| Dept: 521 Law Enforcement | | | | | | | | |
| 521.340 Law Enforcement Services-Cont | 262,788 | 269,748 | 269,748 | 224,790 | 0 | 278,928 | | |
| 521.350 Traffic Enforcement Officer | 0 | 1,500 | 1,500 | 0 | 0 | 1,500 | | |
| 521.410 Shared Cost - Phone | 0 | 250 | 250 | 0 | 0 | 250 | | |
| 521.545 Citations/NRB | 0 | 0 | 0 | 951 | 0 | | | |
| Law Enforcement | 262,788 | 271,498 | 271,498 | 225,741 | 0 | 280,678 | 0 | 0 |
| Dept: 522 Fire Control | | | | | | | | |
| 522.340 Fire Department Services | 57,531 | 59,717 | 59,717 | 59,717 | 0 | 61,748 | | |
| 522.341 EMS (Seminole) | 57,531 | 59,717 | 59,717 | 59,717 | 0 | 61,748 | | |
| Fire Control | 115,062 | 119,434 | 119,434 | 119,434 | 0 | 123,496 | 0 | 0 |
| Dept: 524 Protective Services | | | | | | | | |
| 524.310 Code Enforcement Services | 25,653 | 24,000 | 24,000 | 18,624 | 0 | 26,000 | | |
| 524.421 Attorney Fees | 2,034 | 2,500 | 2,500 | 175 | 0 | 2,500 | | |
| 524.422 Citation Costs/NRB | 0 | 500 | 500 | 0 | 0 | 500 | | |
| Protective Services | 27,687 | 27,000 | 27,000 | 18,799 | 0 | 29,000 | 0 | 0 |
| Dept: 539 Department of Public Works | | | | | | | | |
| 521.210 Fica Match | 5,244 | 6,283 | 6,283 | 4,563 | 0 | 7,079 | | |
| 539.120 Salaries & Wages | 69,864 | 82,125 | 82,125 | 61,723 | 0 | 92,532 | | |
| 539.130 Holiday Bonus - DPW | 1,000 | 1,000 | 1,000 | 1,000 | 0 | 1,000 | | |
| 539.200 Temp Help - DPW | 0 | 2,000 | 2,000 | 0 | 0 | 2,000 | | |
| 539.220 Pension Expense - DPW | 5,242 | 8,213 | 8,213 | 6,172 | 0 | 9,253 | | |

| Month: 7/31/2021 | Prior Year Actual | Current Year Original Budget | Amended Budget | Actual Thru July | Estimated Total | (6) Requested | (7) Recommended | (8) Adopted |
|---|---|---|---|---|---|---|---|---|
| Fund: 101 - General Fund | | | | | | | | |
| Expenditures | | | | | | | | |
| Dept: 539 Department of Public Works | | | | | | | | |
| 539.230 Group Insurance - DPW | 16,878 | 19,168 | 19,168 | 15,973 | 0 | | | |
| 539.231 Life Insurance - DPW | 224 | 234 | 234 | 195 | 0 | | | |
| 539.232 Dental Insurance - DPW | 765 | 769 | 769 | 1,370 | 0 | | | |
| 539.233 Vehicle Insurance | 1,377 | 2,178 | 2,178 | 2,178 | 0 | | | |
| 539.240 Workers Comp - DPW | 2,905 | 2,951 | 2,951 | 2,951 | 0 | | | |
| 539.241 Continuing Education | 15 | 500 | 500 | 0 | 0 | 1,000 | | |
| 539.440 P/W Utilities | 1,078 | 1,500 | 1,500 | 637 | 0 | 1,500 | | |
| Department of Public Works | 104,592 | 126,921 | 126,921 | 96,762 | 0 | 114,364 | 0 | 0 |
| Dept: 541 Roads & Streets | | | | | | | | |
| 541.465 Maintenance - Streets | 120 | 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 | 27,330 | 29,500 | 29,500 | 29,324 | 0 | 34,660 | | |
| 541.535 Road Signage | 0 | 1,000 | 1,000 | 0 | 0 | 1,000 | | |
| Roads & Streets | 27,450 | 36,500 | 36,500 | 29,324 | 0 | 41,660 | 0 | 0 |
| Dept: 571 Libraries | | | | | | | | |
| 571.000 Libraries | 31,147 | 31,315 | 31,315 | 28,183 | 0 | 25,911 | | |
| Libraries | 31,147 | 31,315 | 31,315 | 28,183 | 0 | 25,911 | 0 | 0 |
| Dept: 572 Parks and Recreation | | | | | | | | |
| 572.260 General Liability | 6,836 | 8,804 | 8,804 | 8,539 | 0 | | | |
| 572.265 Property Insurance | 4,996 | 5,413 | 5,413 | 5,412 | 0 | | | |
| 572.340 Landscaping Expense | 695 | 8,000 | 8,000 | 1,200 | 0 | 8,000 | | |
| 572.341 Storm Debris Collection | 0 | 0 | 0 | 18,157 | 0 | 15,000 | | |
| 572.430 Utilities | 5,453 | 6,000 | 6,000 | 4,599 | 0 | 6,000 | | |
| 572.460 Maint - Automotive Equipment | 6,848 | 1,500 | 1,500 | 2,074 | 0 | 2,500 | | |
| 572.461 Maintenance - Building | 1,474 | 1,500 | 1,500 | 180 | 0 | 1,500 | | |
| 572.462 Maintenance - Grounds | 6,262 | 10,000 | 10,000 | 10,213 | 0 | 12,000 | | |
| 572.463 Maintenance - Trees | 6,083 | 6,000 | 6,000 | 4,656 | 0 | 6,200 | | |
| 572.464 Maintenance - Other | 0 | 500 | 500 | 0 | 0 | 500 | | |
| 572.467 Equipment Rental | 0 | 500 | 500 | 157 | 0 | 500 | | |
| 572.490 Playground Equipment | 399 | 1,500 | 1,500 | 0 | 0 | 1,500 | | |
| 572.510 Maintenance Equipment Repair | 3,292 | 2,000 | 2,000 | 1,871 | 0 | 2,500 | | |
| 572.520 Uniforms | 253 | 500 | 500 | 53 | 0 | 500 | | |
| 572.521 Twin Towers Operating Supplies | 182 | 500 | 500 | 130 | 0 | 500 | | |
| 572.522 Gasoline & Oil | 2,536 | 3,500 | 3,500 | 2,846 | 0 | 3,500 | | |
| 572.524 Fertilizer & Mulch | 4,449 | 3,000 | 3,000 | 345 | 0 | 4,500 | | |
| 572.527 Tools & Equipment | 1,529 | 1,000 | 1,000 | 1,254 | 0 | 1,000 | | |
| 572.535 Signage | 183 | 1,500 | 1,500 | 526 | 0 | 1,500 | | |

| Month: 7/31/2021 | Prior Year Actual | Current Year Original Budget | Current Year Amended Budget | Current Year Actual Thru July | Current Year Estimated Total | (6) Requested | (7) Recommended | (8) Adopted |
|---|---|---|---|---|---|---|---|---|
| Fund: 101 - General Fund | | | | | | | | |
| Expenditures | | | | | | | | |
| Dept: 572 Parks and Recreation | | | | | | | | |
| 572.599 Swim Buoys | 2,575 | 3,000 | 3,000 | 3,104 | 0 | 3,500 | | |
| Parks and Recreation | 54,045 | 64,717 | 64,717 | 65,316 | 0 | 71,200 | 0 | 0 |
| Dept: 573 Board of Parks & Recreation | | | | | | | | |
| 572.439 Holiday Lights | 12,515 | 13,000 | 13,000 | 12,515 | 0 | 13,000 | | |
| 572.535 Signage | 0 | 1,500 | 1,500 | 0 | 0 | 1,500 | | |
| 573.462 Grounds Maintenance | 2,930 | 2,500 | 2,500 | 0 | 0 | 2,500 | | |
| 573.525 Plants/Trees/Shrubs | 1,825 | 1,500 | 1,500 | 0 | 0 | 1,500 | | |
| Board of Parks & Recreation | 17,270 | 18,500 | 18,500 | 12,515 | 0 | 18,500 | 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 | 20,000 | 20,000 | 0 | 0 | 20,000 | | |
| 600.401 Bldg Refurbishment - Town Hall | 0 | 122,350 | 122,350 | 0 | 0 | 122,350 | | |
| 600.403 Bldg Refurbishment - Pub Works | 0 | 91,800 | 91,800 | 0 | 0 | 91,800 | | |
| 600.640 Lawn Mower 2015 | 0 | 1,300 | 1,300 | 0 | 0 | 1,300 | | |
| 600.820 Park Board Playground Equip | 0 | 10,000 | 10,000 | 0 | 0 | 10,000 | | |
| Replacement Reserve | 0 | 250,450 | 250,450 | 0 | 0 | 250,450 | 0 | 0 |
| Total Expenditures | 1,034,867 | 1,417,762 | 1,417,762 | 943,932 | 0 | 1,323,721 | 0 | 0 |
| General Fund | 394,739 | 0 | 0 | 401,897 | 0 | 127,796 | 0 | 0 |

| Month: 7/31/2021 | Prior Year Actual | Current Year Original Budget | Current Year Amended Budget | Current Year Actual Thru July | Current Year Estimated Total | (6) Requested | (7) Recommended | (8) Adopted |
|---|---|---|---|---|---|---|---|---|
| Fund: 300 - Capital Accounts | | | | | | | | |
| Revenues | | | | | | | | |
| Dept: 000 | | | | | | | | |
| 312.600 Sales & Use Tax - One Cent Tax | 160,934 | 159,383 | 159,383 | 87,853 | 0 | 192,173 | | |
| 335.122 Sales & Use Tax - 8th Cent | 8,059 | 7,719 | 7,719 | 5,924 | 0 | 12,220 | | |
| 337.300 PC Interlocal Agreement Reimb. | 76,531 | 50,000 | 50,000 | 0 | 0 | | | |
| 361.200 Interest Savings Accounts | 7,854 | 7,500 | 7,500 | 8,036 | 0 | 7,500 | | |
| 399.000 Transfer In | 36,710 | 43,107 | 43,107 | 0 | 0 | | | |
| Dept: 000 | 290,088 | 267,709 | 267,709 | 101,813 | 0 | 211,893 | 0 | 0 |
| Total Revenues | 290,088 | 267,709 | 267,709 | 101,813 | 0 | 211,893 | 0 | 0 |
| Expenditures | | | | | | | | |
| Dept: 539 Department of Public Works | | | | | | | | |
| 539.630 Infrastructure | 82,471 | 50,000 | 50,000 | 18,896 | 0 | | | |
| Department of Public Works | 82,471 | 50,000 | 50,000 | 18,896 | 0 | 0 | 0 | 0 |
| Dept: 590 Capital Outlay | | | | | | | | |
| 590.001 Capital Outlay | 64,453 | 20,000 | 20,000 | 10,471 | 0 | | | |
| Capital Outlay | 64,453 | 20,000 | 20,000 | 10,471 | 0 | 0 | 0 | 0 |
| Dept: 600 Replacement Reserve | | | | | | | | |
| 600.600 Roads & Streets | 0 | 197,709 | 197,709 | 0 | 0 | | | |
| Replacement Reserve | 0 | 197,709 | 197,709 | 0 | 0 | 0 | 0 | 0 |
| Total Expenditures | 146,924 | 267,709 | 267,709 | 29,367 | 0 | 0 | 0 | 0 |
| Capital Accounts | 143,164 | 0 | 0 | 72,446 | 0 | 211,893 | 0 | 0 |

Town of Redington Beach

| Month: 7/31/2021 | Prior Year Actual | Current Year Original Budget | Current Year Amended Budget | Current Year Actual Thru July | Current Year Estimated Total | (6) Requested | (7) Recommended | (8) Adopted |
|---|---|---|---|---|---|---|---|---|
| Fund: 400 - Storm Water | | | | | | | | |
| Revenues | | | | | | | | |
| Dept: 000 | | | | | | | | |
| 312.000 Stormwater Fee Revenue | 95,395 | 94,500 | 94,500 | 52,334 | 0 | 180,180 | | |
| 337.300 PC Interlocal Agreement Reimb. | 0 | 28,875 | 28,875 | 0 | 0 | | | |
| 361.200 Interest Savings Accounts | 6,368 | 5,000 | 5,000 | 1,945 | 0 | 2,000 | | |
| 399.000 Transfer In | 0 | 128,563 | 128,563 | 0 | 0 | | | |
| Dept: 000 | 101,763 | 256,938 | 256,938 | 54,279 | 0 | 182,180 | 0 | 0 |
| Total Revenues | 101,763 | 256,938 | 256,938 | 54,279 | 0 | 182,180 | 0 | 0 |
| Expenditures | | | | | | | | |
| Dept: 535 Storm Water | | | | | | | | |
| 535.340 Street Sweeping | 750 | 1,000 | 1,000 | 750 | 0 | 1,500 | | |
| 535.441 Utility Mailing Costs | 3,533 | 3,700 | 3,700 | 3,011 | 0 | 3,700 | | |
| 535.468 Maintenance CDS Units | 0 | 2,500 | 2,500 | 975 | 0 | | | |
| 535.540 Clean Drains & Lines | 750 | 1,500 | 1,500 | 750 | 0 | 1,500 | | |
| 535.548 NPDES Drain Cleaning | 1,793 | 2,000 | 2,000 | 1,001 | 0 | 2,000 | | |
| 535.650 Engineering Expense | 10,202 | 10,000 | 10,000 | 46,614 | 0 | 12,000 | | |
| 535.800 Storm Drain Replacement | 0 | 157,938 | 157,938 | 24,039 | 0 | | | |
| Storm Water | 17,028 | 178,638 | 178,638 | 77,140 | 0 | 20,700 | 0 | 0 |
| Dept: 541 Roads & Streets | | | | | | | | |
| 541.468 Maintenance - Storm Drains | 14,769 | 0 | 0 | 1,742 | 0 | | | |
| Roads & Streets | 14,769 | 0 | 0 | 1,742 | 0 | 0 | 0 | 0 |
| Dept: 600 Replacement Reserve | | | | | | | | |
| 600.500 Stormwater System | 0 | 78,300 | 78,300 | 0 | 0 | | | |
| Replacement Reserve | 0 | 78,300 | 78,300 | 0 | 0 | 0 | 0 | 0 |
| Total Expenditures | 31,797 | 256,938 | 256,938 | 78,882 | 0 | 20,700 | 0 | 0 |
| Storm Water | 69,966 | 0 | 0 | -24,603 | 0 | 161,480 | 0 | 0 |
| Grand Total: | 607,869 | 0 | 0 | 449,740 | 0 | 501,169 | 0 | 0 |

# TOWN OF REDINGTON BEACH

## Resolution 2021-05

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT WITH CLIFTON LARSON ALLEN, FOR AUDITING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Redington Beach is in need of auditing services for fiscal year 2021; and

**WHEREAS,** Clifton Larson Allen have submitted a proposal and engagement letter to perform the service for the Town of Redington Beach; and

**WHEREAS,** Clifton Larson Allen agrees and understands that its auditing services are being retained for fiscal year ending September 30, 2021; and

**WHEREAS,** the Board of Commissioners of the Town of Redington Beach have met and reviewed the proposal; and

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

**Section 1: The Board of Commissioners accepts Clifton Larson Allen as the accounting firm to conduct the town audit for fiscal year ending September 30, 2021.**

**Section 2: The gross fee for the audit, including expenses will not exceed $25,200.00.**

**Section 3: Town accepts the provisions as outlined in proposal and engagement letter, dated July 19, 2021.**

**Section 4: This resolution shall become effective upon Board of Commissioners adoption.**

**PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULATION SESSION THIS 4th Day of August, 2021.**

Attest:

| | |
|---|---|
| By: ________________________ | By: ________________________ |
| Missy Clarke, CMC, Town Clerk | David Will, Mayor |

| | Motion | Second | Aye | Nay | Absent |
|---|---|---|---|---|---|
| Commissioner Cariello | | | | | |
| Commissioner Kornijtschuk | | | | | |
| Commissioner Skjoldager | | | | | |
| Vice Mayor Dorgan | | | | | |
| Mayor Will | | | | | |

**CliftonLarsonAllen LLP**
2523 US Highway 27 South
Sebring, FL 33870

**phone** 863-385-1577 **fax** 863-385-0647
**CLAconnect.com**

July 19, 2021

Town Commissioners and Management
Town of Redington Beach, Florida
105 14th Avenue
Redington Beach, FL 33709

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit, examination, and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Town of Redington Beach, Florida ("you," "your," or "the entity") for the year ended September 30, 2021.

Lance E. H. Schmidt is responsible for the services provided to you. He will be assisted by Brian Quinlin, who is responsible for the performance of the audit and examination engagements.

## Services to be provided

### Audit services

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, which collectively comprise the basic financial statements of the Town of Redington Beach, Florida, as of and for the year ended September 30, 2021, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.

2. Budgetary comparison schedule – General Fund

3. Notes to the budgetary comparison schedule – General Fund

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Budgetary comparison schedule – Capital Projects Fund

### Examination services

We will examine your compliance with Section 218.415, Florida Statutes, regarding the investment of public funds for the year ended September 30, 2021.

**Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of depreciation schedules.

## Audit engagement terms

**Audit objectives**

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above)other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in

*Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We also will issue a written management letter as required by Chapter 10.550, Rules of the Auditor General (State of Florida) for Local Governmental Entity Audits (Chapter 10.550), upon completion of our audit.

**Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, which govern the conduct of local governmental entity audits performed in the state of Florida. These matters will be communicated in the management letter.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

**Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

## Examination engagement terms

### Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with Section 218.415, Florida Statutes, regarding the investment of public funds (the identified Florida Statutes), in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the identified Florida Statutes, in all material respects. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of the examination.The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than the specified parties.We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material noncompliance or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### Our responsibilities

We will conduct our examination in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the identified Florida Statutes, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the identified Florida Statutes in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the identified Florida Statutes. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the identified Florida Statutes that we identify during the examination.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or noncompliance with laws or regulations, that may exist. However, we will inform you of any material errors, uncorrected misstatements, and known and suspected fraud and noncompliance with laws or regulations identified during the engagement.

**Management responsibilities**

You are responsible for the entity's compliance with the identified Florida Statutes. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the identified Florida Statutes. You are responsible for the design, implementation, and maintenance of effective internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the identified Florida Statutes, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence. You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the identified Florida Statutes.

You are responsible for the entity's compliance with the identified Florida Statutes; and for selecting the criteria and determining that such criteria are appropriate for your purposes. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you. For all nonattest services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the identified Florida Statutes, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the identified Florida Statutes. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

You are responsible to notify us in advance of your intent to print our report, in whole or in part, for inclusion in a document containing other information, and to give us the opportunity to approve such use and to review such printed matter for material inconsistencies and misstatements before issuance.

## Nonaudit services

### Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

- We will prepare the depreciation schedules for the entity for the year ended September 30, 2021. Management is responsible for determining the method and rate of depreciation and the salvage value of the assets.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

## Other matters

### Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

**Engagement administration and other matters**

We expect to begin our audit on a mutually agreed upon date.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and examination engagements and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit and examination documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency, or its designee; a federal agency providing direct or indirect funding; the U.S. Government Accountability Office; or the Auditor General, State of Florida for purposes of a quality review of the audit and examination, to resolve audit or examination findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit and examination documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit and examination documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit and examination documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

*Government Auditing Standards* require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

## Limitations and dispute resolution

### Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

**Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report and examination report under this agreement to you, regardless of whether we do other services for you relating to the audit report and examination report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

## Fees

We estimate that our professional fees be $24,000 for the audit and examination.We will also bill for a technology and client support fee of five percent (5%) of all professional fees billed or $1,200. Expenses and fees are estimated to be $25,200. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimates. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our audit and examination reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

***Unanticipated services***

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit and examination can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

**Bookkeeping services**

Bookkeeping services are not audit or examination services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations

- Bank statement reconciliations
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

**Additional work resulting from unanticipated changes in your organization or accounting records**

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

**Changes in engagement timing and assistance by your personnel**

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

***Changes in accounting, audit, and examination standards***

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

***Changes related to COVID-19***

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

## Consent

### *Consent to use financial information*

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Town of Redington Beach, Florida's information in these cost comparison, performance indicator, and/or benchmarking reports.

### *Subcontractors*

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

## Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign and date this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements and examination of your compliance, including the terms of our audit and examination engagements and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

Brian Q. Quinlin, CPA
Director
863-202-8121
Brian.Quinlin@CLAconnect.com

Enclosure

**Response:**

This letter correctly sets forth the understanding of Town of Redington Beach, Florida.

Authorized governance signature: ______________________________

Title: Mayor

Date: ______________________________

Authorized management signature: ______________________________

Title: Town Clerk

Date: ______________________________

# TOWN OF REDINGTON BEACH

## Resolution 2021-06

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT FOR LAW ENFORCEMENT SERVICES, WITH BOB GULTIERI, 'SHERIFF' PINELLAS COUNTY AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** the Town of Redington Beach is in need of law enforcement services for fiscal year 2021-2022 and

**WHEREAS,** Bob Gualtieri, Sheriff, Pinellas County has submitted a proposal to perform the services for the Town of Redington Beach; at a cost not to exceed $278,928.00; and

**WHEREAS,** the Board of Commissioners of the Town of Redington Beach has met and reviewed the proposal;

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

**Section 1: The Board of Commissioners to accept Pinellas County Sheriff Bob Gualtieri, agreement for year commencing October 1, 2021 through September 30, 2022.**

**Section 2: The terms of the agreement will stand not to exceed annual contract total of $278,928.00 to be paid monthly: 12 months at $23,244.00.**

**Section 3: Action taken by the Board of Commissioners in Regular session on August 4, 2020.**

**Section 4: This resolution shall become effective upon Board of Commissioners adoption.**

**PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULATION SESSION THIS 4th Day of August, 2020.**

Attest:

By: ______________________
Missy Clarke, CMC, Town Clerk

By: ______________________
David Will, Mayor

| | Motion | Second | Aye | Nay | Absent |
|---|---|---|---|---|---|
| Commissioner Cariello | | | | | |
| Commissioner Kornijtschuk | | | | | |
| Commissioner Skjoldager | | | | | |
| Vice Mayor Dorgan | | | | | |
| Mayor Will | | | | | |

# CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN OF REDINGTON BEACH, FLORIDA, a municipal corporation of the State of Florida (hereinafter "TOWN"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN is a municipality within the boundaries of Pinellas County, Florida, and wishes to purchase municipal law enforcement services and code enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the TOWN is desirous of providing a high level of competent enforcement services in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN has requested that the SHERIFF furnish law enforcement protection and code enforcement service to its inhabitants and citizens; and

WHEREAS, the TOWN desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the TOWN; and

WHEREAS, the TOWN desires that the SHERIFF furnish code enforcement service on an as-needed basis; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the TOWN desires to retain its ability to determine whether law enforcement and/or code enforcement services shall be provided by a Town police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the TOWN that the full, complete and entire responsibility for law enforcement within the TOWN be turned over to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. LEGAL AUTHORITY. This Agreement is entered into pursuant to the provisions of Section 163.01, F.S. the "Florida Interlocal Cooperation Act of 1969". The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of law enforcement services for certain designated law enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to the provisions of Section 163.01(14), F.S. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.

3. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the TOWN with high quality law enforcement and code services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the TOWN under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the TOWN to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to continue to provide normal services to the same degree that such services are provided to the rest of Pinellas County, and the TOWN is not to be charged extra for these normal services.

4. The SHERIFF OF PINELLAS COUNTY hereby agrees to provide all necessary and appropriate law enforcement services in and for the TOWN OF REDINGTON BEACH by providing one (1) deputy with patrol automobile for twenty-four (24) consecutive hours each day to serve as law enforcement officer to be shared by the TOWN and NORTH REDINGTON BEACH. Said deputy shall be provided to the TOWNS on the basis of one (1) deputy per shift, twenty-four (24) hours per day, seven (7) days per week. It is the obligation of the SHERIFF to ensure that a deputy is present within the Town limits of the TOWNS of NORTH REDINGTON BEACH or REDINGTON BEACH at all times except under emergency circumstances when backup assistance may be required from other Sheriff's deputies or municipal law enforcement officers.

The SHERIFF agrees to have a 4-wheel drive vehicle available to the assigned deputies to ensure routine patrolling of the TOWN's beach area. The SHERIFF agrees to make every effort to ensure deputies assigned to the TOWN are radar certified; however, due to the SHERIFF's method of assignment of personnel, if a deputy not radar certified is assigned, efforts will be made to facilitate the deputy's certification as a radar operator. The SHERIFF shall make all services of the Sheriff's Office available to the TOWN including, but not limited to, Marine Patrol, K-9 services, helicopter patrol, and crime watch assistance.

5. In addition to the services described above in Paragraph 4, the SHERIFF will also provide one (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on

an as needed basis, estimated at ten (10) hours per week, with fewer or additional hours weekly as needed. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the Mayor. The community policing deputy will investigate and take enforcement actions for violations of the TOWN'S Code of Ordinances, will track and prepare statistical reports for the TOWN concerning the numbers and types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will in conjunction with the TOWN'S attorney, prepare and present code violation cases before the TOWN'S Magistrate as necessary, and in conjunction with the TOWN'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks.

The TOWN agrees it will provide at its expense the necessary code enforcement training, the assistance of the TOWN'S administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

6. POWER OF TOWN TO DIRECT SERVICES. The SHERIFF shall confer with the Mayor and the Town Commission and/or Town Clerk regarding law enforcement problems within the TOWN and shall accept from the Town Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service should be delivered to counteract law enforcement problems within the TOWN. The SHERIFF shall comply with the request of the TOWN regarding such matters unless such decision will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations

of the Pinellas County Sheriff's Office, or detrimental to the citizens of the TOWN or the County. In the event that such concern arises, the SHERIFF will meet and confer with the Mayor and the designated Town Commissioner, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

7. NO PLEDGE OF AD VALOREM TAXES. The Parties agree that this Agreement does not constitute a general indebtedness of the TOWN within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF shall not have the right to require or compel the exercise of ad valorem taxing power of the TOWN or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the TOWN, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the TOWN.

8. AUTHORITY TO ACT. The TOWN does hereby vest in each sworn law enforcement officer of the SHERIFF, who from time to time may be assigned to the TOWN, to the extent allowed by law, the law enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof by such sworn law enforcement officers. Each sworn law enforcement officer of the SHERIFF so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn law enforcement officer of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this

Agreement. Accordingly, such sworn law enforcement officers of the SHERIFF are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

9. INDEMNIFICATION OF TOWN. The SHERIFF will defend and pay any cost of litigation including attorney's fees or judgment against the TOWN, its agents or employees, arising out of the acts or omissions of deputy sheriffs, his law enforcement personnel, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statues 768.28 as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the TOWN pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

10. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

11. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to provide law enforcement services by contract is an exercise of the legislative planning function of the TOWN and that at no time will the TOWN

exercise any specific operational control over the activities of any of the members of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.

12. PROVISION OF SERVICES. The SHERIFF shall provide each deputy who provides service under this Agreement with a patrol automobile and all other necessary or appropriate equipment, and deputies providing services under this Agreement shall operate out of the Sheriffs Administration Building or North District Station, except as otherwise provided in Paragraph 5 above. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining, and repairing equipment provided by the SHERIFF used under this Agreement shall be borne by the SHERIFF.

13. PERSONNEL. The SHERIFF shall be responsible for the appointing, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and condition of this Agreement. Should the TOWN or its designee believe that any deputy assigned to the TOWN pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the TOWN or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.

14. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable with the TOWN and the ordinances of the TOWN. The SHERIFF shall bring appropriate

charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the TOWN will have a general familiarity with the code of ordinances of the TOWN. The TOWN will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

15. FINES AND FORFEITURES. All fines and forfeitures rendered in any Court as a result of charges made by the SHERIFF shall be distributed as provided by general law and the rules of the Court.

16. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the TOWN. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and all other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the TOWN each month. Upon request by the TOWN, the SHERIFF agrees to provide additional statistical reports which are normally available from the SHERIFF's records.

17. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

A. SHERIFF OF PINELLAS COUNTY
Bob Gualtieri, Sheriff
P.O. Drawer 2500
Largo, FL 33779-2500

B. TOWN OF REDINGTON BEACH
Attention: Mayor
105 - 164 Avenue
Redington Beach, FL 33708

18. TERM. This Agreement shall take effect on October 1, 2021, and continue in effect thereafter through September 30, 2022, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice given not less than one hundred and eighty (180) days prior to the requested termination date. Said notice will be deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2022, in the event a replacement contract has not yet been completely executed. The TOWN shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2022, to the approval and execution of the replacement contract, and shall be paid by the TOWN to the SHERIFF immediately for the services already provided.

19. CONTRACT COSTS. With the exception of the service provided by the Community Policing Deputy/Code Enforcement, the TOWN shall pay to the SHERIFF as payment in full for all of the services herein agreed to be performed by SHERIFF, the sum of TWO HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS ($278,928.00). Payment shall be made in monthly installments of TWENTY THREE THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS AND NO CENTS ($23,244.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2021.

The SHERIFF shall invoice the TOWN monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of FORTY-NINE DOLLARS AND EIGHTY CENTS ($49.80) per hour, which shall be due upon receipt.

The annual sum referenced above and the monthly amount for code enforcement services represent one hundred percent (100%) of the total cost of the contract with the TOWN OF

REDINGTON BEACH. (See Attachment 1.)

20. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

21. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

22. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the TOWN, which consent must have been agreed to by the TOWN at a public meeting and which consent may be withheld within the sole discretion of the TOWN.

23. LIAISON. A close liaison shall be maintained between the TOWN and the SHERIFF. The SHERIFF agrees to make available to the TOWN a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the TOWN and the SHERIFF. The designated Commissioner, the Mayor and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF, or his designee, shall upon request of the Town Commission, be present at Town Commission meetings for discussion of the provision of law enforcement services within the TOWN, for budget preparation purpose, or for any other purpose as the Town Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the Town Commission as is necessary for it to conduct its legislative business.

Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor.

24. SUBSTATION LOCATION. The TOWN will provide to the SHERIFF an office space, the location and size of which is to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the TOWN to have office space available for their needs for the purpose of meeting with citizens or other law and code enforcement purposes.

*Remainder of page left intentionally blank.*

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ______ day of ________________ 2021.

ATTEST: TOWN OF REDINGTON BEACH

______________________________
TOWN CLERK

______________________________
MAYOR

APPROVED AS TO FORM:

(TOWN SEAL)

______________________________
TOWN ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

______________________________
BOB GUALTIERI, Sheriff

**Attachment 1**

**Town of Redington Beach**
**Cost of Law Enforcement Services**
**Worksheet - FY 22**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A. | Cost per Deputy | | | | $ 103,575.00 | | | | | | |
| B. | Deputies by Post | | | | | | | | | | |
| | Number | | Relief Factor | | Deputy | | | | | | |
| | 2 | x | 1.2 | x | $ 103,575.00 | | | | | $ | 248,580.00 |
| C. | Vehicle Cost | | | | | | | | | | |
| | Number | | # Miles | | $ per Mile | | Days per Year | | | | |
| | 2 | x | 30 | x | 0.7654 | x | 365 | | | $ | 16,762.00 |
| D. | Supervision | | | | | | | | | | |
| | Number | | Crime Factor | | Sergeant | | | | | | |
| | 1 | x | 0.705% | x | $ 135,385.00 | | | $ | 954.00 | | |
| E. | Equipment | | | | | | | | | | |
| | Number | | Positions | | Equip Cost-CD | | | | | | |
| | 2 | / | 1,353 | x | $ 884,693.00 | | | $ | 1,308.00 | | |
| F. | Allocated Indirect Cost (AIC) | | | | | | | | | | |
| | Number | | Positions | | AIC-CD | | | | | | |
| | 2 | / | 1,353 | x | $ 7,660,620.00 | | | $ | 11,324.00 | | |
| G. | Supervision, Equipment and AIC total | | | | | | | | | $ | 13,586.00 |
| H. | TOTAL | | | | | | | | Yearly | **$** | **278,928.00** |
| | | | | | | | | | Rounding | $ | - |
| | | | | | | | | | Contract Amount | **$** | **278,928.00** |
| | | | | | | | | | 12 monthly payments | **$** | **23,244.00** |

| | | | | |
|---|---|---|---|---|
| *Increase from prior year-percentage* | *$ 278,928.00* | */* | *$ 269,748.00* | *3.40%* |
| *Increase from prior year-amount* | | | | $ 9,180.00 |

# TOWN OF REDINGTON BEACH

## Resolution 2021-07

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT WITH THE FIRM OF TRASK & DAIGNEAULT, LLP FOR LEGAL SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Town of Redington Beach is in need of legal services; and

**WHEREAS,** Jay Daigneault has submitted a proposal to perform the services for the Town of Redington Beach; and

**WHEREAS,** The Board of Commissioners of the Town of Redington Beach, Florida have met and reviewed the proposal;

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

**Section 1:** The Board of Commissioners accepts Trask Daigneault, LLP as the law firm to provide the legal services for the Town of Redington Beach, as set forth in the Charter and Ordinances of the Town.

**Section 2:** The fee shall be paid at $180.00 per hour for attorneys and $80.00 per hour for paralegals to perform the services as Town Attorney; fee to be billed monthly.

**Section 3:** This agreement is terminable by either party without cause or thirty (30) days written notice to the other party.

**Section 4:** The town accepts all further provisions as outlined in the agreement signed, August 4, 2021

**Section 5:** This Resolution shall become effective upon Town Commission adoption.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULAR SESSION THIS 4th Day of August, 2021.**

Attest:

By: ____________________________
Missy Clarke, CMC, Town Clerk

By: ____________________________
David Will, Mayor

| | Motion | Second | Aye | Nay | Absent |
|---|---|---|---|---|---|

| | Motion | Second | Aye | Nay | Absent |
|---|---|---|---|---|---|
| Commissioner Cariello | | | | | |
| Commissioner Kornijtschuk | | | | | |
| Commissioner Skjoldager | | | | | |
| Vice Mayor Dorgan | | | | | |
| Mayor Simons | | | | | |

# AGREEMENT BETWEEN THE TOWN OF REDINGTON BEACH AND TRASK · DAIGNEAULT, LLP, FOR LEGAL SERVICES

THIS AGREEMENT is entered into this __ day of August, 2021, between the Town of Redington Beach, a Florida municipal corporation ("Town") and Trask · Daigneault, LLP ("the Firm").

**WHEREAS**, the Firm has represented the Town as Town Attorney since 2011 and the Firm's current agreement with the Town expired on July 3rd 2021; and

**WHEREAS**, the Firm has substantial expertise and long experience in representing Florida municipal governments on municipal law matters; and

**WHEREAS**, § 13(2) of the Town Charter vests in the Town Commission the authority to appoint all Town officials, including a Town Attorney; and

**WHEREAS**, the Town Commission desires to continue receiving legal services from the Firm in the manner set forth herein.

**NOW THEREFORE**, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. The Town retains the Firm to serve as its Town Attorney's Office. The Firm shall designate one of its attorneys to serve as the Town Attorney, and that designated attorney shall perform all of the functions of Town Attorney as are set forth in the Town Charter and the Town's Code of Ordinances and Resolutions.

2. The Town Commission reserves the right to request the designation of a different Firm attorney should it so desire. In the absence or unavailability of the assigned Town Attorney, the Firm may assign one or more other qualified attorneys to serve as Town Attorney.

3. Pursuant to § 9(a) of the Town Charter, the Mayor shall provide general oversight and direction of the work of the Town Attorney. Legal services requests may be submitted to the Town Attorney, either directly or through the Town Clerk, by the Town Commission, the Mayor, and an individual Commissioner.

4. The Parties agree that the ultimate client of the Firm is the Town. If the requested legal services may, in the professional judgment of the Town Attorney, result in a conflict of interest or otherwise not be in the legal interests of the Town, the Town Attorney shall follow the steps to consult with the Town as are set forth in the Rules Regulating The Florida Bar, and any applicable laws.

5. Notwithstanding the foregoing, to the extent no conflict exists, the Town Attorney shall be authorized to provide legal opinions, advice and counsel to the individual Town Commissioners and Town officers regarding their exercise of their respective duties under the Town Charter, Town Code and other applicable laws.

6. The Firm shall be compensated for attorney services at the rate of $180 per hour for attorney work. Paralegal services shall be billed at the rate of $80 per hour for all work performed under this Agreement. The Firm will bill the Town on a monthly basis for all legal fees and costs incurred in the prior month, sending invoices to the Town Clerk or such other official as the Town designates. The Town shall pay these invoices in accordance with the Florida Prompt Payment Act.

7. The Town shall pay all costs incurred or advanced by the Firm in representing the Town pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, photocopying charges, long distance telephone charges, shipping/courier charges, computer research fees, and otherout-of-pocket costs.

8. Travel shall not be charged to the Town for legal services performed at Town Hall, but shall be charged at the applicable hourly rate for those services that require travel outside of the Town.

9. Bond and bank loan legal opinions shall be billed separately on a set fee based on the size of the loan or bond issue.

10. The Firm will bill the Town on a monthly basis.

11. This Agreement is terminable by either the Town (acting through its Town Commission) or the Firm (acting through its Managing Partner) for any or no reason on thirty (30) days written notice to the other Party.

12. In the event the Town terminates the Firm's services under this Agreement, the Firm shall be entitled to be compensated according to the terms of this Agreement for all services rendered or costs incurred prior to the effective date of the termination. Thereafter, the Firm shall be compensated for any continuing legal services rendered to or on behalf of the Town at the hourly rate of $200 per hour for attorney services and $90 per hour for paralegal services.

13. All notices and communications required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the Town: Town Clerk<br>Town Hall<br>105 164th Avenue<br>Redington Beach, FL 33708

For the Firm: Jay Daigneault, Esq., Managing Partner<br>Trask · Daigneault, L.L.P<br>1001 South Fort Harrison Avenue, Suite 201<br>Clearwater, FL 33756

Either Party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

14. This Agreement shall be effective upon the date entered in the introductory paragraph of this Agreement notwithstanding the actual date(s) of approval or execution by the Parties, and shall be effective until terminated by either Party as provided for herein.

The Parties have caused this Agreement to be executed on the date set forth above.

**TOWN OF REDINGTON BEACH**

By:______________________________

David Will, Mayor

**TRASK · DAIGNEAULT, L.L.P**

By:__________________________

Jay Daigneault, Esq.,
Managing Partner