



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, September 7, 2022
6:30 P.M.**

Town Hall

Assembly Hall

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

Public Safety	Commissioner Murray
Building/Code	Commissioner Skjoldager
Public Works/Parks	Commissioner Cariello
Finance	Vice Mayor Kornijtschuk
Mayor	David Will
Town Clerk	Adriana Nieves
Attorney Eschenfelder	
Boards & Committees	
Library Report	
- 7. CONSENT AGENDA**
 - a. Board Regular Meeting Minutes, August 17, 2022**
 - b. Bill List for Day Ending September 2, 2022**
- 8. UNFINISHED BUSINESS**
 - a. Road Resurfacing**
 - b. Final Reading: Ordinance 2022-11:** An Ordinance of the Town of Redington Beach, Florida, Amending 6-65 (Setbacks) 6-235 (Pool Deck Height) 6-284 (Fence Height), and 19.5-3 (Driveways) of the Town Code Providing for Codification, Severability, and for an Effective Date. – **Will be continued to a date certain**
 - c. Final Reading: Ordinance 2022-12:** An Ordinance of the Town of Redington Beach, Florida, Creating 11-23 of the Town Code Concerning Solicitation Activities at Residential Property; Providing for Codification, Severability, and for an Effective Date.
- 9. NEW BUSINESS**
- 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)**

CONSENT AGENDA

**7a. Board Regular Meeting Minutes,
August 17, 2022**

**7b. Bill List for Day Ending
September 2, 2022**



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, August 17, 2022
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, August 17, 2022, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

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

Roll Call:

	Present	Absent
Commissioner Cariello	X	
Commissioner Murray	X	
Commissioner Skjoldager	X	
Vice Mayor Kornijtschuk	X	
Mayor Will	X	
Town Attorney Eschenfelder	X	
Town Clerk Clarke	X	

Agenda: Mayor Will asked for approval of the agenda. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to accept the agenda as presented. No public comment. Motion passed with all ayes.

Public Forum: None

Reports:

Public Safety

- Nothing to Report

Building/Code

- Nothing to Report

Public Works/Parks

- The new sign for Town Park has been ordered. The park board is going to renovate the triangle at 159th. Reclaimed water is being installed for a sprinkler system and plants will be ordered after this is completed. Met with Clearwater Gas for the repairs to be made to the storm drains and that should begin in mid-September.

Finance

- Nothing to Report

Mayor

- Attended the Florida League of Cities conference in Ft. Lauderdale. It was very informative and met many elected officials around the state.

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report

Library Report

- A special meeting is scheduled for tomorrow at 6 p.m. to discuss the personnel manual. The regular meeting is scheduled for the 29th at 6:00 p.m.

CONSENT AGENDA

A. Board Regular Meeting Minutes, August 3, 2022

B. Bill list ending for Day ending August 12, 2022

A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to approve the consent agenda as presented. No discussion, no public comment. Motion passed unanimously.

UNFINISHED BUSINESS

- A. 2022/2023 Budget:** Jim Hoffman, chairman of the finance committee noted that the committee met and discussed three items. The 2022/2023 budget, consideration of the boardwalk replacement at 162nd and the employee's wages. After discussion amongst the members, it was decided to increase the reserves, include \$55,000.00 in the budget for the boardwalk and recommends an increase of 5.5% cost of living for the employees. Vice Mayor Kornijtschuk reported that in comparing the neighboring towns, they are giving an increase of 5% for their employees. The censuses of the commission were to give the employees a 5% increase in wages, 3% for COLA and 2% merit.

NEW BUSINESS

- A. Appointment of New Town Clerk:** Due to town clerk giving her two-week notice, Mayor Will stated that he had approached deputy clerk, Adriana Nieves if she would like to be the town clerk and she indicated that she would. A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to appoint Adriana Nieves as the Town Clerk. Jim Hoffman, 15910 Redington Drive spoke regarding Town Clerk, Missy Clarke and her role as town clerk. Roll call vote was taken and motion passed unanimously.

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello		X	X		
Commissioner Murray			X		
Commissioner Skjoldager			X		
Vice Mayor Kornijtschuk	X		X		
Mayor Will			X		

With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Cariello to adjourn. Regular meeting was adjourned at 6:45 p.m.

Adopted: September 7, 2022

Missy Clarke, CMC, Town Clerk

8/22/2022	10529 PAYROLL	197.05
	10530 PAYROLL	277.05
	10531 PAYROLL	277.05
	10532 PAYROLL	277.05
	10533 PAYROLL	461.75
	10534 PAYROLL	2,435.92
	10535 PAYROLL	1,431.39
	10536 PAYROLL	1,400.31
	10537 PAYROLL	1,093.09
8/29/2022	10538 PAYROLL	3,153.54
8/22/2022 EFT	Payroll Liabilities	3,792.49
EFT	Retirement	1,677.75
8/29/2022 EFT	Payroll Liabilities	522.46
		16,996.90

MAYOR WILL

COMMISSIONER KORNIJTSCHUK

COMMISSIONER SKJOLDAGER

COMMISSIONER MURRAY

ATTEST:

COMMISSIONER CARIELLO

Adriana Nieves, CMC, Town Clerk

Regular Meeting of September 7, 2022

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/02/2022

Time: 11:56 am

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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							
101-511-511.400	Travel						
	DAVID WILL	2022-08-15	FLC Conf. Reimbursement	0	08/15/2022	08/15/2022	1,202.04
							1,202.04
						Total Dept. Legislative:	1,202.04
Dept: 512 Town Clerk							
101-512-512.240	Worker's Comp li						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	405.81
							405.81
101-512-512.260	General Liability l						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	250.00
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	2,657.38
							2,907.38
101-512-512.265	Property Insuran						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	1,644.88
							1,644.88
101-512-512.410	Telephone						
	CHARTER COMMUNICATION	056775401080922	8/8-9/7/22	0	08/09/2022	08/09/2022	199.96
							199.96
101-512-512.411	Internet Services						
	CHARTER COMMUNICATION	056775401080922	8/8-9/7/22	0	08/09/2022	08/09/2022	147.97
							147.97
101-512-512.440	Utilities- Water/EI						
	DUKE ENERGY	9300-0000-9971	2022-08-25 7/14-8/11/22	0	08/25/2022	08/25/2022	804.43
							804.43
101-512-512.490	Advertising						
	TIMES PUBLISHING COMPAI	242031	Ord. 2022-12	0	08/24/2022	08/24/2022	70.00
	TIMES PUBLISHING COMPAI	242029	Ord. 2022-11	0	08/24/2022	08/24/2022	70.00
							140.00
101-512-512.510	Office Supplies						
	FED EX FREIGHT	AB15653783	Freight charges	0	08/06/2022	08/06/2022	157.00
							157.00
101-512-512.542	Dues & Subscrip						
	FLORIDA GOVERNMENT FIN	2022-08-30	2022-2023 NIEVES	0	08/30/2022	08/30/2022	50.00
							50.00
						Total Dept. Town Clerk:	6,457.43
Dept: 513 Finance & Admin							
101-513-513.240	Worker's Comp li						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	405.81
							405.81
101-513-513.495	Janitorial Service						
	HIP CLEANING SERVICE	110	July 2022 Office Cleaning	0	08/07/2022	08/07/2022	240.00
	HIP CLEANING SERVICE	111	August 2022 Office Cleaning	0	08/31/2022	08/31/2022	240.00
							480.00
						Total Dept. Finance & Admin:	885.81
Dept: 514 Legal Counsel							
101-514-514.121	Litigation						
	LAW OFFICE OF LUKE LIRO	38039	7/1-7/31/22	0	07/31/2022	07/31/2022	150.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/02/2022

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							150.00
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	1141	August 2022	0	09/01/2022	09/01/2022	3,654.00
							3,654.00
						Total Dept. Legal Counsel:	3,804.00
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	1214006	September 2022 Law Enf.	0	09/01/2022	09/01/2022	23,244.00
							23,244.00
						Total Dept. Law Enforcement:	23,244.00
Dept: 524 Protective Services							
101-524-524.310	Code Enforcement						
	PINELLAS COUNTY SHERIFF	1213687	August 22 Code. Enf.	0	08/31/2022	08/31/2022	1,992.00
							1,992.00
						Total Dept. Protective Services:	1,992.00
Dept: 539 Department of Public Works							
101-539-539.233	Vehicle Insurance						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	827.50
							827.50
101-539-539.240	Workers Comp -						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	811.63
							811.63
101-539-539.440	P/W Utilities						
	DUKE ENERGY	9100-8701-8726	2022-08-15 7/14-8/11/22	0	08/15/2022	08/15/2022	169.16
							169.16
						Total Dept. Department of Public Works:	1,808.29
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	9300-0000-9971	2022-08-25 7/14-8/11/22	0	08/25/2022	08/25/2022	3,786.17
							3,786.17
						Total Dept. Roads & Streets:	3,786.17
Dept: 572 Parks and Recreation							
101-572-572.260	General Liability						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	2,657.37
							2,657.37
101-572-572.265	Property Insurance						
	FLORIDA MUN INSURANCE	INV-36597-F5M1	FY23 Q1	0	08/15/2022	08/15/2022	1,644.87
							1,644.87
101-572-572.430	Utilities						
	DUKE ENERGY	9100-8701-8924	2022-08-15 7/14-8/11/22	0	08/15/2022	08/15/2022	33.26
	DUKE ENERGY	9300-0000-9971	2022-08-25 7/14-8/11/22	0	08/25/2022	08/25/2022	65.18
	DUKE ENERGY	9100-8705-5135	2022-08-30 7/28-8/26/22	0	08/30/2022	08/30/2022	32.49
							130.93
101-572-572.462	Maintenance - Gr						
	BEACH HARDWARE	585943	Hose, screws, towels	0	06/20/2022	06/20/2022	99.11
	BEACH HARDWARE	585933	Hooks, nutsetter, pliers	0	08/15/2022	08/15/2022	262.82
	HOME DEPOT CREDIT SERV	00206/2281772	Oil, batteries, mulch	0	09/02/2022	09/02/2022	190.47
	QFC SUPPLY	15-14460	4000 Dog Waste Bags	0	08/30/2022	08/30/2022	133.00

Date: 09/02/2022

Time: 11:56 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							685.40
101-572-572.463	Maintenance - Tr PRIMESCAPE SERVICES	3000720	Town Tree Trimming	0	08/25/2022	08/25/2022	7,883.00
							7,883.00
101-572-572.510	Maintenance Equ EVERGLADES FARM EQUIPI	W56443	Tractor repairs	0	08/20/2022	08/20/2022	789.70
							789.70
101-572-572.520	Uniforms CHRISTIAN WITTMAN	2022-08-22	Work Shoes	0	08/22/2022	08/22/2022	58.84
							58.84
101-572-572.521	Twin Towers Ope FLORIDA MONUMENT	220802	ZENISEK, CLARK bricks	0	08/17/2022	08/17/2022	68.00
							68.00
101-572-572.522	Gasoline & Oil BEACH HARDWARE	585943	Hose, screws, towels	0	06/20/2022	06/20/2022	5.69
	HOME DEPOT CREDIT SERV	00206/2281772	Oil, batteries, mulch	0	09/02/2022	09/02/2022	54.70
	WEX BANK	245670	Unleaded	0	08/12/2022	08/12/2022	76.04
	WEX BANK	254284	Unleaded	0	08/19/2022	08/19/2022	48.00
	WEX BANK	260877	Unleaded	0	08/24/2022	08/24/2022	75.01
							259.44
101-572-572.524	Fertilizer & Mulch HOME DEPOT CREDIT SERV	00206/2281772	Oil, batteries, mulch	0	09/02/2022	09/02/2022	15.88
							15.88
101-572-572.527	Tools & Equipme BEACH HARDWARE	585933	Hooks, nutsetter, pliers	0	08/15/2022	08/15/2022	15.78
							15.78
Total Dept. Parks and Recreation:							14,209.21
Total Fund General Fund:							57,388.95
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.800	Storm Drain Repl						
	WINDRIVER ENVIRONMENT,	5491712	Vac truck 2022-07-01	0	07/05/2022	07/05/2022	2,062.50
	WINDRIVER ENVIRONMENT,	5491662	Camera truck 2022-07-01	0	07/05/2022	07/05/2022	1,800.00
							3,862.50
Total Dept. Storm Water:							3,862.50
Total Fund Storm Water:							3,862.50
Grand Total:							61,251.45

AGENDA ITEM 8a.
ROAD RESURFACING
PIGGYBACK AGREEMENT FOR ROAD
RESURFACING CONSULTING SERVICES

PIGGYBACK AGREEMENT FOR ROAD RESURFACING CONSULTING SERVICES

This Agreement is made on the 7th day of September, 2022 (the "Effective Date"), by and between the **Town of Redington Beach**, a Florida municipal corporation (the "Client") and **CivilSurv Design Group, Inc.**, a Florida corporation (the "Consultant"), collectively referred to as the "Parties".

WHEREAS, the Client has determined that it requires a variety of repair and resurfacing work to be performed on its public roadways; and

WHEREAS, the City of Indian Rocks Beach, a Florida municipal corporation ("City") has previously engaged in a competitive solicitation for the retention of engineering and consulting services for the purpose of receiving statements of qualifications from registered professional engineers to provide continuing engineering and consulting services (the "Services"); and

WHEREAS, the City subsequently selected the Consultant as the most qualified proposer; and

WHEREAS, on May 21st 2021, the Consultant and City entered into their most recent Agreement to Furnish Professional Services for Engineering and Consulting Services (the "City Contract") wherein the Consultant agreed to perform the Services for City in accordance with the terms and conditions described therein; and

WHEREAS, § 1(J)(2) of the Redington Beach Procurement Procedures Resolution 2021-12 authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 287.055, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Town's; and

WHEREAS, the Client has determined that the competitive process utilized by the City was conducted in compliance with Florida Statutes § 287.055 and was otherwise a competitive solicitation process able to be "piggybacked" pursuant to the Town's procurement rules; and

WHEREAS, the Client desires to piggyback onto the City Contract for the purposes of receiving the same Services from Consultant as are being provided to City under the City Contract; and

WHEREAS, the Town Attorney has obtained confirmation from an authorized representative of the Consultant that the Consultant consents to the formation of this contractual relationship by way of Client's piggybacking onto the City Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Performance of the Services.** The Consultant shall make available to Client, and provide to Client as requested, the same Services as are available and provided to City in accordance with the terms and conditions of the City Contract, at the prices specified therein. All references to the "City" or "Indian Rocks Beach" in the City Contract shall, for purposes of this Agreement, mean Client.
2. **Additional Services.** This Agreement is only for the provision of those Services provided by or made available by Consultant to City in the City Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Consultant, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
3. **Incorporation by Reference; Order of Precedence.** This Agreement incorporates and makes a part hereof by reference the following documents: (i) the City's RFP, (ii) the Consultant's Proposal, and (iii) the City Contract (including any amendments and extension notices related thereto). Notwithstanding any term in

the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the earlier-listed document shall prevail over conflicting terms in the subsequently listed document.

4. Term and Termination of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an initial expiration date of **September 30th 2023**. The Parties may renew this Agreement for successive one-year terms, except that in the event the City Contract expires or is terminated, this Agreement shall not thereafter be extended at the end of its current term, and may be terminated as provided for in Article 4, § M of the City Contract.
5. Staff Title References and Language Substitutes. To the extent the City Contract refers to a project or contract manager, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the person designated by the Redington Beach Town Commission. The following terms in the City Contract are revised as follows:

Article 9(C) is replaced with the following:

Notwithstanding any provision of the City Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

A new Article 11 § D is added as follows: Invoices to Client shall be sent to the Client, attn: Town Clerk, at 105 164th Avenue, Redington Beach, FL 33708.

Article 6 § E is revised to add the following sentence to the end: The Town Commission's designee shall have the authority to issue work orders to Consultant in the manner set forth in the City Contract. All such work orders must be supported by an existing Town budget appropriation.

6. Public Records Act Compliance. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:
 - (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
 - (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Client.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Consultant or keep and maintain public records required by the Client to perform the service. If the Consultant transfers all public records to the Client upon completion of the Agreement, the Consultant shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Consultant fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.3875), E-MAIL (townclerk@townofredingtonbeach.com), OR MAIL (TOWN OF REDINGTON BEACH, OFFICE OF THE TOWN CLERK, 105 164TH AVE., REDINGTON BEACH, FLORIDA 33708.

7. Notices. All notices given pursuant to this Agreement shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:

Town of Redington Beach
Attn: Town Clerk
105 164th Avenue
Redington Beach, FL 33708

Consultant:

CivilSurv Design Group, Inc.
Attn: Craig Fuller, PE, President
2525 Drane Field Road, Suite 7
Lakeland, FL 33811

8. Representations and Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.

9. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Consultant without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Consultant. Any assignment of this Agreement made by the Consultant without the express written consent of the Client shall be null and void and shall be grounds for the Town to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. The Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the delivery of the Consultant's Services to Client.
- f. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- g. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- h. This Agreement only provides rights and remedies for the Client and Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- i. Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

(i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Consultant engages in business operations in Cuba or Syria; or

(iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Consultant.

- j. Immigration Compliance; E-Verify. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Client cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Client that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Client develops a good faith

belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Town of Redington Beach

CivilSurv Design Group, Inc.

By:

David Will
Mayor

By:

Craig R Fuller Digitally signed by Craig R Fuller
Date: 2022.08.22 09:34:04 -04'00'

Craig Fuller, PE
President



City of Indian Rocks Beach

1507 Bay Palm Boulevard • Indian Rocks Beach, Florida 33785 • FAX 813/595-4627

Administrative Offices
813/595-2517

Public Works Department
813/595-6889

Building Department
813/517-0404

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE
CITY OF INDIAN ROCKS BEACH
FOR
ENGINEERING
AND CONSULTING SERVICES**

This AGREEMENT made on the 20th day of May in the year of Nineteen Hundred and Ninety-eight BETWEEN the City of Indian Rocks Beach, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, 33785 and the CONSULTANT, Keith and Schnars, P.A., 2525 Drane Field Road, Suite 7, Lakeland, Florida 33811.

CITY OF INDIAN ROCKS BEACH	
DEPARTMENT OF PUBLIC SERVICES	
☐ APPROVED	☐ REJECTED
☒ APPROVED AS NOTED	☐ OTHER
☐ REVIEWED	
☐ REVIEWED AS NOTED	
BY <u>[Signature]</u>	DATE <u>5/21/98</u>
PUBLIC SERVICES DIRECTOR	

For the consideration hereinafter set forth, the firm of Keith and Schnars, P.A., a partnership qualified to provide engineering services, hereinafter referred to as the engineer, agrees to provide professional services to the City of Indian Rocks Beach, as follows:

ARTICLE 1 - SCOPE OF WORK

A. Services

The parties agree that the engineer's primary responsibility under this contract is to provide consulting and professional engineering services including, but not limited to:

- Feasibility studies and conceptual plans, and preliminary design plans.
- Specifications and construction details.
- Final design and construction documents and bidding documents.
- Evaluations of bids and contractor capabilities.
- Contract management services.
- Other related services as may be necessary.

Task and purchase orders issued in accordance with the provisions of this agreement shall be construed in a manner consistent with the foregoing intent. The specific services which the engineer agrees to furnish and the terms the engineer agrees to follow are set forth as follows:

B. Authorization to Proceed

For each task or project, the City of Indian Rocks Beach shall provide to the engineer a written detailed description of the services to be performed together with time and cost limitations if appropriate. The engineer shall respond in writing describing its proposed scope of work, staffing, schedule, estimated fee, and the number and type of deliverables which are required to complete the described services. Said deliverables shall become public records upon receipt by the City of Indian Rocks Beach and the City of Indian Rocks Beach shall be the custodian thereof in accordance with Florida Statutes, Chapter 119. If this response is acceptable, the City of Indian Rocks Beach shall issue a purchase order, or task order containing the agreed upon scope of work, staffing, schedule, time of performance, estimated fee, and deliverables.

~~Work authorized by purchase order shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) total, including both fees for professional services and expense reimbursements. The purchase order shall reference this agreement. After issuance the purchase order shall become a supplement to and part of this agreement. In the event of any conflict, the provisions of this agreement will control, over the conflicting provision of the purchase order, invoice, or other form.~~

~~Work having a cost of over Five Thousand and 00/100 Dollars (\$5,000.00) including both professional services and expense reimbursements requires approval by the City Commission and must be authorized by the City pursuant to a task order. Each task order shall be numbered consecutively and shall reference this agreement. In the event of any conflict, the provisions of this agreement will control, over the conflicting provision of a task order, purchase order, invoice, or other form. Each task order, after execution by both parties to this agreement, shall become a supplement to and be incorporated into this agreement. The City of Indian Rocks Beach specifically reserves the right to determine whether a specific task order is within the scope of work to be provided by the engineer and, further, reserves the right to seek the services of another engineering firm in accordance with the Consultant's Competitive Negotiation Act, if applicable, for any required services.~~

~~The fully executed task order shall constitute authorization for the engineer to proceed for services defined by said task order, unless otherwise set forth therein. A purchase order issued by the City of Indian Rocks Beach shall also constitute authorization for the engineer to proceed where the fee and reimbursable expense amount does not exceed Five Thousand and 00/100 Dollars (\$5,000.00).~~

ARTICLE 2 - COMPENSATION

A. Fees

As consideration for providing the services enumerated in Article 1, the City of Indian Rocks Beach shall pay the engineer fees as defined in the purchase or task order. The engineer's fees shall be based on one of the following as requested by the City of Indian Rocks Beach:

1. Lump Sum Method - Wherein the City of Indian Rocks Beach shall pay the engineer an agreed upon lump sum amount, which includes all of the engineer's Direct Salary, Overhead Costs, Direct Expenses, and Profit.
2. Standard Hourly Rate Method - Wherein the City of Indian Rocks Beach shall pay the engineer the agreed upon hourly rates, included and attached hereto as Exhibit "A", for time actually engaged on the work covered by this agreement.

B. Reimbursable Expenses

The engineer's out-of-pocket expenses including, but not limited to, travel and living expenses of the engineer's employees when they are away from their home office in accordance with the engineer's policies when engaged on work under this agreement, long-distance telephone, and postage charges will be charged at actual cost to the engineer. Payment shall meet criteria established in Article 3-B, as determined reasonable in accordance with the scope of the project by the City Manager, or his designee.

C. Direct Project Expenses

Charges for printing, reproduction, computer-aided design equipment, field equipment, and laboratory analysis performed by the engineer, and the use of the engineer's and employee's automobiles will be charged in accordance with the engineer's standard rates included and attached hereto as Exhibit "B".

D. Subconsultants

Charges for the services of outside consultants and specialists (hereinafter called SUBCONSULTANTS) are as follows:

1. Labor Services - The labor services of approved SUBCONSULTANTS, whose expertise is required within the scope of the engineer's work, will be charged at the cost of such services to the engineer plus five (5) percent for administrative handling.
2. Out of Scope Expertise - The services of approved SUBCONSULTANTS, whose expertise is outside the scope of engineer's work and/or who are retained by the engineer as a convenience to City of Indian Rocks Beach will be charged at the cost of such services to the engineer plus five (5) percent for administrative handling.
3. Approval - The use of any SUBCONSULTANTS or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Indian Rocks Beach in writing before such SUBCONSULTANTS or specialist may be retained by the engineer.

E. Status Report

The engineer shall complete and submit a summary technical and budgetary status report with each invoice. In no case shall the engineer bill the City of Indian Rocks Beach for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee, unless authorized by the City of Indian Rocks Beach in writing.

F. Standard Hourly-Rate-Definition

The engineer's standard hourly rates are those attached hereto as Exhibit "A." The City of Indian Rocks Beach and the engineer shall mutually agree to an annual adjustment of said hourly rates within thirty (30) days of the anniversary date of this agreement.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The engineer shall submit invoices once each month to the City of Indian Rocks Beach for the services performed and the expenses and other charges accounted for under this agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the engineer during the previous billing period shall be proceeded in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Payment of Expenses

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

C. Sales Tax

The engineer shall pay all applicable sales taxes; or in the alternative the City of Indian Rocks Beach shall provide to the engineer tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The engineer will not begin work on any of the services listed in Article 1 until authorized in writing to proceed in accordance with Article 1-B.

B. Information Provided by Owner

The City of Indian Rocks Beach shall make available to the engineer all technical data in the City of Indian Rocks Beach's possession, including previous studies, analytical data, maps, surveys, borings, and other information required by the engineer.

C. Cost Estimating

The estimates of project or construction cost for any task(s) provided for herein are to be prepared by the engineer through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the engineer has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the engineer cannot warrant that the project or construction costs will not vary from the engineer's cost estimates.

It is further recognized that some City projects are federally funded and are subject to federal regulations, including, but not limited to, the Davis-Bacon Act, which may affect the cost of construction services. The engineer shall become familiar with all such regulations and include such considerations in cost estimates.

D. Suspension of Work

If any services covered by this agreement to be carried out by the engineer shall be suspended, abated, or abandoned at the direction of the City of Indian Rocks Beach for reasons unrelated to the quality of work provided by the engineer, the City of Indian Rocks Beach shall pay the engineer for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

E. Adjustment for Extended Services

Unless otherwise provided in a task order or purchase order issued under this agreement, if the services covered under this agreement have not been completed upon the expiration of a twenty-four (24) month period from the date of execution of any purchase order or task order, the engineer may, upon, timely written notice, request renegotiation for the fee compensation to be paid to the engineer for services rendered to allow for changes in the cost of service.

F. Services in Connection with Claims, Arbitration, and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include the time expended by the engineer or time for other personnel working under subagreements and related expenses required or requested to support, document, bring, defend, or assist in litigation, claims, and/or arbitration undertaken by or defended by the City of Indian Rocks Beach. All such services required or requested of the engineer shall be considered additional services entitling the engineer to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order. The engineer shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the engineer is liable or otherwise contributed to the damages to the City of Indian Rocks Beach for the acts giving rise to and requiring the requested services and expenses.

G. Ownership of Documents

The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Indian Rocks Beach upon delivery. The engineer may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Indian Rocks Beach agrees to indemnify and hold harmless the engineer from any liability, claim, damages, costs, including attorney's fees and other expenses resulting from the City of Indian Rocks Beach's reuse of any such document other than as initially intended, and from any use of incomplete documents without prior written approval from the engineer.

H. Account Records

The engineer's accounting records, insofar as they pertain to invoicing the City of Indian Rocks Beach or to disbursements made from the engineer's account for work under this agreement, shall be open to City of Indian Rocks Beach's inspection and audit at the engineer's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the engineer's office. These records will be retained by the engineer for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

I. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The engineer or City of Indian Rocks Beach may suspend its performance on any assignment as a result of a force majeure without being in default of this agreement, but upon the removal of such force majeure, the engineer or City of Indian Rocks Beach shall resume its performance as soon as is reasonably possible.

J. Approval of Changes

The City of Indian Rocks Beach must approve in writing any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Indian Rocks Beach or which would change the underlying purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work or direct omission of work previously ordered, or changes in time of performance.

K. Authorized Representative

Before starting work the engineer shall designate an authorized representative acceptable to the City of Indian Rocks Beach to represent and act for the engineer and shall inform the City of Indian Rocks Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The engineer shall keep the City of Indian Rocks Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Indian Rocks Beach shall be binding upon the engineer and City of Indian Rocks Beach. The authorized representative of the City of Indian Rocks Beach shall be the City Manager or his designee.

L. Construction Phase Services

Visits to construction sites and observations made by the engineer as part of construction phase services authorized by purchase order or task order, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

If on-site Resident Project Representative (RPR) services are provided by the engineer pursuant to a purchase order or task order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Indian Rocks Beach against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the contract documents prepared by the engineer are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorized RPR services. Construction phase services by the engineer will not, however, cause the engineer to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the engineer from any liability which might be attributable to negligent acts, errors, or omissions. The City of Indian Rocks Beach reserves the right to request replacement of any RPR personnel furnished by the engineer.

M. Termination

The City of Indian Rocks Beach or the engineer may terminate this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate. In the event the agreement is terminated by the City of Indian Rocks Beach for reasons unrelated to the quality of work provided by the engineer, the City of Indian Rocks Beach shall forthwith pay the engineer in full for all work previously authorized and actually performed prior to the Notice of Termination. This payment shall be the sole financial obligation or responsibility of the City of Indian Rocks Beach for compensation hereunder in the event of termination in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination is given by either party as set forth above. Upon termination, at the City of Indian Rocks Beach's request, the engineer shall turn over to the City of Indian Rocks Beach all deliverables completed or partially completed up to the date of termination. The City of Indian Rocks Beach shall indemnify and hold harmless the engineer from any liabilities resulting from the use of the above-referenced deliverables without the prior written approval of the engineer.

ARTICLE 5 - ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the engineer, must be approved in writing by the City of Indian Rocks Beach. If such additional costs are not authorized by the City of Indian Rocks Beach in writing, no payment for such additional costs shall be made.

ARTICLE 6 - CITY OF INDIAN ROCKS BEACH'S RESPONSIBILITIES

A. Criteria

Provide all criteria and full information concerning the City of Indian Rocks Beach's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Indian Rocks Beach will require to be included in the drawings and specifications.

B. Available Information

Assist the engineer by placing at their disposal all pertinent available information including previous reports and data relevant to the engineer's services.

C. Service of Others

Furnish to the engineer, as required for performance of the engineer's services (except to the extent otherwise provided in the purchase order or task order to accomplish such work), data prepared by or services of others, including without limitation, borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered in the purchase order or task order; all of which the engineer may use and rely upon.

D. Examine Work of the Engineer

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the engineer, obtain advice of an attorney, insurance counselor, and other consultants as City of Indian Rocks Beach deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the engineer.

E. Approvals and Permits

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 7 - INSURANCE

A. Indemnification

The parties recognize that the engineer is an independent contractor. The engineer agrees to assume liability for and indemnify, hold harmless and defend the City, its commissioners, mayor, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage, including loss of use, caused by the negligent or deliberate act or omission of the engineer, its agent, officers, contractors or employees or anyone else for whose acts the engineer may be liable, or arising out of the execution, performance, nonperformance or enforcement of this Agreement. The engineer's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the engineer against the City and the engineer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The City shall have the right, as its option, to participate in the defense of any suit, without relieving engineer of any of its obligations hereunder. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. Moreover, nothing in this agreement shall be construed as waiving the City's rights of sovereign immunity under Section 768.28, Florida Statutes.

B. Engineer's Status as an Independent Contractor

That status of the Engineer under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Indian Rocks Beach and the engineer, nor shall the engineer be an agent of the City of Indian Rocks Beach.

C. Engineer's Insurance

The engineer shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Indian Rocks Beach, and has named the City of Indian Rocks Beach as an additional insured and that the engineer's insurance shall be primary to that of the City, except for Worker's Compensation Coverage. Nor shall the engineer allow any subconsultant to commence work under this agreement until all similar insurance required of the subconsultant has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Indian Rocks Beach in writing.

The engineer's insurance, and the insurance of any other party bound to the engineer, shall be considered primary. The City of Indian Rocks Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

D. Loss Deductible

The City of Indian Rocks Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the engineer.

E. Subconsultant's Insurance

The engineer shall require each of his Subconsultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his subconsultants in his policy as required in this Article.

F. Certificate of Insurance

The City of Indian Rocks Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Indian Rocks Beach and a copy to the engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Indian Rocks Beach and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Indian Rocks Beach, the engineer shall furnish complete copies of his and his subconsultant's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Indian Rocks Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the engineer's obligations to fulfill the requirements of this Article.

G. Workers' Compensation Insurance

The engineer shall take out and maintain, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with work under this agreement, and in case any work is subcontracted, the engineer shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the engineer. The engineer may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Indian Rocks Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the engineer shall provide adequate insurance, satisfactory to the City of Indian Rocks Beach, for the protection of employees not otherwise protected.

H. Liability Insurance

The engineer shall take out and maintain, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect the City of Indian Rocks Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$500,000.
 - Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
 - Minimum Coverage is \$500,000.
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

I. Professional Liability Insurance

During the term of this agreement, the engineer will carry Errors and Omission insurance which will cover liability for any damage on account of any error, omission, or other provable negligence caused by the engineer. The amount of insurance shall not be less than \$300,000 per occurrence and aggregate. The City of Indian Rocks Beach may require a higher limit as mutually agreed with the engineer for specific task orders.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Indian Rocks Beach and engineer each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Indian Rocks Beach nor the engineer shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Indian Rocks Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Indian Rocks Beach and engineer.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the engineer and the City of Indian Rocks Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

- (a) Irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement;
- (b) Waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding;
 - (i) Any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever;
 - (ii) To the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in on inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

C. Attorney's Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Indian Rocks Beach may employ additional or other professional engineering firms to perform work contemplated by this agreement without liability to the City of Indian Rocks Beach.

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings

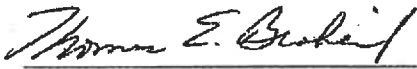
The headings of the sections of this agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supercedes any prior negotiations, representations, agreements, and understandings, either written or oral.

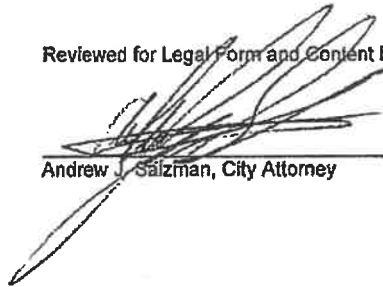
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

OWNER: The City of Indian Rocks Beach



Thomas E. Brobeil, City Manager

Reviewed for Legal Form and Content by:



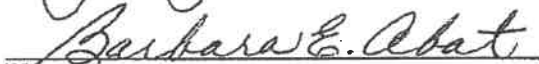
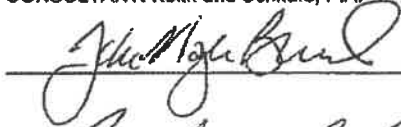
Andrew J. Salzman, City Attorney

ATTEST:



Deanne Bulino O'Reilly, CMC/AEE, City Clerk

CONSULTANT: Keith and Schnars, P.A.



Witness

KEITH AND SCHNARS, P.A.**STANDARD HOURLY RATE SCHEDULE****ADMINISTRATION**

PRINCIPAL AND/OR EXPERT WITNESS	\$150.00 per hour
ADMINISTRATIVE ASSISTANT	\$38.00 per hour
CLERICAL	\$32.00 per hour
PRINCIPAL FINANCIAL ANALYST	\$100.00 per hour
SENIOR FINANCIAL ANALYST	\$75.00 per hour
RATE ANALYST	\$50.00 per hour

ENGINEERING

PROFESSIONAL ENGINEER	\$90.00 per hour
PROFESSIONAL GEOLOGIST	\$80.00 per hour
SENIOR PROJECT MANAGER	\$80.00 per hour
PROJECT MANAGER	\$70.00 per hour
PROJECT ENGINEER/DESIGNER	\$65.00 per hour
CADD DESIGNER	\$60.00 per hour
FIELD INSPECTOR	\$60.00 per hour
TRANSPORTATION/TRAFFIC ENGINEER	\$90.00 per hour
ENVIRONMENTAL SCIENTIST	\$60.00 per hour
TECHNICIAN II	\$45.00 per hour
TECHNICIAN I	\$35.00 per hour

DRAFTING

CADD DRAFTING	\$50.00 per hour
DRAFTSMAN	\$37.00 per hour

PLANNING/LANDSCAPE ARCHITECTURE

SENIOR LAND PLANNER	\$80.00 per hour
LANDSCAPE ARCHITECT	\$85.00 per hour
GRAPHIC/SITE DESIGNER	\$60.00 per hour

SURVEYING

PROFESSIONAL LAND SURVEYOR	\$85.00 per hour
FIELD SUPERISOR	\$60.00 per hour
SURVEY TECHNICIAN II (COMP'S RESEARCH)	\$45.00 per hour
SURVEY TECHNICIAN I (FIELD TECHNICIAN)	\$35.00 per hour
SURVEY PARTY 4 PERSON	\$110.00 per hour
SURVEY PARTY 3 PERSON	\$87.00 per hour
SURVEY PARTY 2 PERSON	\$70.00 per hour
STRUCTURE LAYOUT PARTY	\$100.00 per hour

KEITH AND SCHNARS, P.A.

STANDARD HOURLY RATE SCHEDULE

GLOBAL POSITIONING SYSTEMS - CHARGED AT PROJECT SPECIFIC RATES

EXPENSE ITEMS SUCH AS IDENTIFIABLE COMMUNICATION EXPENSES, FACIMILES, REPRODUCTION COSTS, COURIER AND OVERNIGHT MAILING SERVICES, AUTHORIZED TRAVEL, AND SPECIAL ACCOUNTING EXPENSES NOT APPLICABLE TO GENERAL OVERHEAD ARE INVOICED AS DIRECT CHARGES, PLUS 5% CARRYING CHARGE. SPECIFIC MONUMENTATION REQUESTS, BULK REPROGRAPHIC REQUESTS AND RENTAL EQUIPMENT ARE INVOICED AT COST PLUS 5%. OTHER CATEGORIES OR HOURLY RATES WITH MULTIPLIERS ARE AVAILABLE UPON REQUEST. OVERTIME SERVICES ARE INVOICED AT 133% OF THE FEE SCHEDULE.

ATTACHMENT "B"

KEITH AND SCHNARS, P.A.

DIRECT PROJECT EXPENSES

REPRODUCTION COST

REGULAR COPYING	Single Side:	Double Sided:
LETTER SIZE DOCUMENTS	10 cents/page	15 cents/page
LEGAL SIZE DOCUMENTS	10 cents/page	15 cents/page
11 X 17 DOCUMENTS	15 cents/page	20 cents/page
COLOR REPRODUCTIONS (8 1/2 X 11)		\$1.00/page

PLOTTER PRINTS - PAPER (B/W AND COLOR)

LETTER SIZE	\$1.00/page
LEGAL SIZE	\$1.50/page
11 X 17	\$2.00/page
24 X 36	\$6.00/page
OTHER SIZES	\$1.00/SF

PLOTTER PRINTS - MYLAR

LETTER SIZE	\$3.00/page
LEGAL SIZE	\$4.50/page
11 X 17	\$6.00/page
24 X 36	\$18.00/page
OTHER SIZES	\$3.00/page

PLOTTER PRINTS - VELLUM

LETTER SIZE	\$2.00/page
LEGAL SIZE	\$3.00/page
11 X 17	\$4.00/page
24 X 36	\$12.00/page
OTHER SIZES	\$2.00/SF

BLUELINES

24 X 36	\$1.00/sheet
OTHER SIZES	15 cents/SF

REPRODUCTION - MYLAR \$1.00/SF

REPRODUCTION - PRESENTATION DIAZO PAPER \$1.00/SF

SUBCONTRACTOR SERVICES Actual Cost + 5%

SPECIAL CONSULTANTS Actual Cost + 5%

TRAVEL EXPENSES In Accordance w/Chapter 112.061.F.S.

POSTAGE, OVERNIGHT DELIVERY Actual Cost + 5%

COMPUTER DISK COPIES, CD ROM, TAPES Actual Cost + 5%

EXHIBIT A FEE SCHEDULE

Job Classification	Hourly Rate
Administrative Assistant	\$75.00
Associate 1	\$85.00
Associate 2	\$95.00
Sr. Associate	\$120.00
Project Manager	\$150.00
Sr. Project Manager	\$180.00
Director	\$220.00
Principal	\$240.00
Sr. Principal / Expert Witness	\$300.00
Survey Crew	\$165.00
Survey Crew with MOT	\$210.00
SUE Designating Crew	\$190.00
SUE Locations/GPR Crew	\$275.00

✓ Effective April 14, 2020

CITY OF INDIAN ROCKS BEACH	
DEPARTMENT OF PUBLIC SERVICES	
☐ APPROVED	☐ REJECTED
☒ APPROVED AS NOTED	☐ OTHER
☐ REVIEWED	
☐ REVIEWED AS NOTED	
BY <u></u>	DATE <u>5/5/2021</u>
PUBLIC SERVICES DIRECTOR	

www.CivilSurv.com
Small Business Enterprise



EXHIBIT B

Direct Expenses

Cost per Unit

Photographic Copies

Color Copies

a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14" or 11"x 17"	\$ 2.00
c) 24"x 36"	\$20.00

Black & White Copies

a) Any Size up to 11"x17"	\$ 0.25
b) 24"x 36" Blackline	\$ 3.00
c) 30" x 42" Blackline	\$ 3.00
d) 24" x 36" Sepia	\$10.00
e) 24"x 36" Mylar	\$15.00

Laminating/Transparency Film Covers

\$ 3.00

Display Boards

Mounted (Foam) 30"x 40"	\$45.00
Mounted (Foam) 40"x 60" and larger	\$75.00

3 Ring Binders 1"

\$ 2.50

Dividers (Tabs) Set of 10

\$ 1.00

Acco/GBC Binding

\$ 3.00

Facsimiles

\$ 2.50

Overnight Packages/Courier & Delivery Services

\$25.00

Postage: 1st Class

Current US Postal rate

Mileage:

\$ 0.55 / mile – Current IRS Rate

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.



AGENDA ITEM 8b.

Final Reading: Ordinance 2022-11

**This agenda item will be continued
to a date certain**

AGENDA ITEM 8c.

Final Reading: Ordinance 2022-12

ORDINANCE NO. 2022-12

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA,
CREATING § 11-23 OF THE TOWN CODE CONCERNING
SOLICITATION ACTIVITIES AT RESIDENTIAL PROPERTY;
PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN
EFFECTIVE DATE.**

WHEREAS, the courts, such as in *Jacobs v. City of Jacksonville*, 762 F.Supp. 327 (M.D. Fla. 1991) (the court found that a city ordinance prohibiting a youth organization from door-to-door peddling and solicitation was an invalid exercise of police power under Florida law), have long held that the history of how the front door of a home is used affords certain First Amendment protections to non-owners, and that it has historically been acceptable for a non-owner to go to a front door and knock to seek to engage in some speech with the resident; and

WHEREAS, the court, in *New York Public Interest Research Group, Inc. v. Village of Roslyn Estates*, 498 F. Supp. 922 (E.D. N.Y. 1979), ruled that a village ordinance prohibiting, among other acts, “peddling or soliciting an order for any. . . book, periodical or printed matter whatsoever. . . [or] for the purpose of soliciting alms or a subscription or a contribution to any. . . charitable or public institution,” constituted an unconstitutional restriction of First Amendment rights as applied to groups seeking to circulate petitions on current issues, recruiting volunteers, and offering memberships; and

WHEREAS, ordinances which outlaw all types of door-to-door solicitation will be unconstitutional, such as when the Supreme Court, in *Watchtower Bible and Tract Society of New York, Inc. v. Village of Stratton*, 536 U.S. 150, 122 S.Ct. 2080, 153 L.Ed.2d 205 (2002), ruled that a village’s ordinance unquestionably demonstrated that it applied to a significant number of non-commercial solicitors, canvassers and peddlers who wanted or might want to promote a wide variety of causes or convey various messages, and that the ordinance was therefore overly broad and a First Amendment violation; and

WHEREAS, in *Fane v. Edenfield*, 945 F.2d 1514, 1517 (11th Cir. 1991), the court ruled, with respect to the regulation of commercial solicitation and peddling, that blanket prohibitions on commercial speech are disfavored, and the mere possibility that isolated abuses or mistakes may occur will not likely justify a total ban on a certain mode of protected commercial speech; and

WHEREAS, in light of these and many other judicial decisions, the Town could not adopt an ordinance totally banning door-to-door solicitations; and

WHEREAS, Pinellas County had, for decades, maintained Chapter 42 of the Pinellas County Code, concerning Consumer Protection and addressing, in part, solicitations, various elements of which law have been challenged in the federal courts over time; and

WHEREAS, in *Public Citizen, Inc. v. Pinellas County*, 321 F.Supp.2d 1275 (M.D. Fla. 2004), the federal court found certain elements of the County’s code to be unconstitutional, but upheld more limited provisions focused on certain registration aspects applicable to charitable solicitors; and

WHEREAS, in reaction to this decision, Pinellas County repealed all the unconstitutional elements of its solicitation code in 2007, leaving those which the court had upheld as codified in Article VII of Chapter 42 of the Pinellas County Code, entitled Charitable Solicitations; and

WHEREAS, these County code sections include § 42-269, entitled “territory embraced”, which specifies that the ordinance applies to and can be enforced in “all territory within the legal boundaries of the county, including all incorporated and unincorporated areas”, meaning there already are certain requirements for charitable solicitors applicable in the Town since the County’s code already applies within the Town; and

WHEREAS, Florida’s “Solicitation of Contributions Act” (Florida Statutes § 496.401 – § 496-415), also regulates charitable solicitation of funds and provides detailed registration requirements, but in general if charitable solicitors follow the requirements, they are allowed to solicit; and

WHEREAS, in *Sciarrino v. City of Key West, Fla.*, 83 F.3d 364, 367 (11th Cir. 1996), the court found that a regulation of commercial speech must serve a legitimate, substantial interest and “[t]o find a ‘substantial interest,’ a court must conclude both that the interest advanced by the state is legitimate in theory, and that that interest is in remedying a problem that exists in fact (or probably would exist, but for the challenged legislation)”; and

WHEREAS, as it did with charitable solicitations, the Legislature has adopted regulations on commercial home solicitations (Florida Statutes § 501.021- § 501.055); and

WHEREAS, Florida Statutes § 501.022 provides that it is unlawful for any person to conduct any home solicitation sale, or to supervise minors conducting such sales, without first obtaining a valid home solicitation sale permit; and

WHEREAS, the statute provides that this permit is to be issued by the Clerk of the Circuit Court, who has the power to revoke, suspend, or deny a permit; and

WHEREAS, the statute also provides that “[e]very permitholder shall carry the permit and certificate required by this section at all times while engaged in home solicitation sales and shall display the same to all prospective buyers before initiating the solicitation of a sale, lease, or rental”; and

WHEREAS, Florida Statutes § 501.046 requires any business conducting home solicitation sales to ensure all employees engaged in such sales obtain a permit, to obey the applicable statutes, and to leave a business card which must include the name, address, and phone of the parent company and the name, address, and phone of the employee making the home solicitation; and

WHEREAS, Florida Statutes § 501.052 authorizes the Attorney General or a State Attorney to enforce the home solicitation statutes; and

WHEREAS, Florida Statutes § 501.055 provides the following criminal enforcement:

- (1) Violation of any of the provisions of ss. 501.025-501.047 is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

- (2) Any person who conducts or attempts to conduct a home solicitation sale without first obtaining and having in her or his possession a valid, current permit as required by s. 501.022 or who uses or attempts to use an expired, suspended, or revoked home solicitation sale permit in a home solicitation sale is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Upon second or subsequent conviction for violation of this subsection, the offender is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (3) Any person who uses a false or fictitious name in any application for a home solicitation sale permit or certificate as provided for in s. 501.022 or who makes a false statement, conceals a material fact, or otherwise commits a fraud in any such application is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Upon a second or subsequent conviction for violation of this subsection, the offender is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The obtaining of two or more permits which are in different names or the possession of two or more such permits shall be *prima facie* evidence that this subsection has been violated

; and

WHEREAS, § 11-1 of the Town Code makes any action which would be a misdemeanor also a code violation subject to local code enforcement action; and

WHEREAS, the sum of the foregoing statutory provisions is that Florida law does permit individuals to go door-to-door soliciting either for charitable purposes, or for commercial purposes, so long as those persons and the companies or entities who hire them follow all of the licensing and conduct rules; and

WHEREAS, while the Town cannot outright ban door-to-door solicitations, its residents have the power to utilize the State's trespass statutes to prohibit door-to-door solicitors from entering their property, so long as they follow the statutory requirements; and

WHEREAS, Florida Statutes § 810.09(1) provides that a person who, without being authorized, licensed, or invited, willfully enters upon or remains in where notice against entering or remaining is given, either by actual communication to the offender or by posting the land, commits a misdemeanor of the first degree; and

WHEREAS, Florida Statutes § 810.12(1) provides that unauthorized entry by any person into or upon any enclosed and posted land shall be *prima facie* evidence of the intention of such person to commit an act of trespass; and

WHEREAS, Florida Statutes § 810.011(5)(a) provides that "posted land" is land, including a residential dwelling:

- upon which signs are placed not more than 500 feet apart along, and at each corner of, the boundaries of the land,

- upon which signs there appears prominently, in letters of not less than 2 inches in height, the words “no trespassing” and
- in addition thereto the name of the owner, lessee, or occupant of said land, and
- where such signs are placed along the boundary line of the land in a manner and in such position as to be clearly noticeable from outside the boundary line.

; and

WHEREAS, Deputy Sheriffs have full authority to enforce the trespass statutes and camera footage of violators would be usable as evidence to support an arrest and prosecution for door-to-door solicitors who violate the trespass statutes by breaching properties where the proper no-trespassing signs have been posted; and

WHEREAS, § 11-21(a) of the Town Code adopts the statutory trespass rules and allows for violations of the trespass statutes to also be enforced by local code violation proceedings; and

WHEREAS, the court in *State v. Catalano*, 60 So.3d 1139 (Fla. 2d DCA 2011) has noted that, although the First Amendment protects the right to certain forms of speech, the government may, nevertheless, impose reasonable restrictions on the time, place and manner in which persons exercise these rights, subject to the provisos that such restrictions: 1) are content-neutral; 2) are narrowly tailored to serve a significant governmental interest, and 3) leave open ample alternative channels of communication”; and

WHEREAS, while the Legislature has occupied a lot of this field, the Town Commission has determined that residents are receiving increasingly frequent and unwanted contacts at their homes from door-to-door solicitors; and

WHEREAS, the Commission also wishes to reduce the risk of crime which can occur when persons use door-to-door residential solicitation activities as a ruse to perpetrate criminal activities; and

WHEREAS, the Commission finds that placing reasonable time, place and manner limitations on residential solicitation activities will enhance the ability of residents to peacefully enjoy their homes while also allowing for ample times for solicitors to exercise their First Amendment rights related to engaging in residential door-to-door solicitation; and

WHEREAS, the Commission therefore determines that the Town should adopt such additional local regulations as the statutes and court opinions will allow such that residents’ inconvenience and the potential for crime related to door-to-door solicitations create; and

WHEREAS, the Board of Commissioners has determined that it is in the interest of the Town’s residents to adopt the amendments to the Town Code set forth in this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Redington Beach, Florida, that:

Section 1. Section 11-23 of the Town Code of the Town of Redington Beach is hereby created to read as follows:

Sec. 11-23. – Residential solicitation activities regulated.

- (a) Residential solicitation times. All attempts to conduct non-commercial solicitations, as defined by Florida Statutes § 496.404 and all attempts to perform home solicitation sales, as defined by Florida Statutes § 501.021, shall be conducted only between Monday through Friday, and only between the hours of 9 a.m. and 5 p.m.
- (b) Residential solicitor registration. It shall be a violation for any person engaged in non-commercial solicitations, as defined in Florida Statutes § 496.404, to fail to comply with the registration requirements contained in Florida Statutes § 496.405.
- (c) Residential solicitor licenses. It shall be a violation for any person to conduct non-commercial solicitations, as defined in Florida Statutes § 496.404, to fail to maintain a solicitor license as required by Florida Statutes § 496.4101. Such persons shall, when requested by a resident or a town code enforcement officer, show the resident or officer a copy of the license.
- (d) Commercial sales efforts. It shall be a violation for any business or agent or employee of a business, to fail to provide a resident a business card containing the name, address, and phone of the parent company and the name, address, and phone of the employee making the home solicitation.
- (e) Commercial sales permit. It shall be a violation for any person to solicit for a home solicitation sale, or to supervise minors conducting such sales as provided for in Florida Statutes § 501.022 (b)5, without first obtaining a valid home solicitation sale permit from the clerk of the circuit court, as required by Florida Statutes § 501.022. Such persons shall, when requested by a resident or a town code enforcement officer, show the resident or officer a copy of the permit.

Section 2. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of

the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 3rd day of August, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____, 2022, by the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Missy Clarke, CMC, Town Clerk