



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING
AGENDA**

**Wednesday, July 9th, 2025
6:30pm**

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, **about a NON-AGENDA item**, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**
 - Public Safety
 - Building/Code
 - Public Works/Parks
 - Finance
 - Mayor
 - Town Clerk
 - Town Attorney
 - Boards & Committees
- 7. CONSENT AGENDA**
 - A. Bill list for day ending June 30th, 2025
 - B. Minutes for regular Commission meeting of June 4th, 2025
- 8. UNFINISHED BUSINESS**
 - A. NONE
- 9. NEW BUSINESS**
 - A. Kevin McAndrew, Pinellas County Building & Development Review Services and Code Enforcement
 - B. Discussion - Substantial Damage appeals process
 - C. Special Magistrate Contract
 - D. Pinellas County Sheriff's Office Contract
- 10. OTHER BUSINESS**
- 11. ADJOURNMENT**

Note: The Town of Redington Beach Board of Commissioners meet the First 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)

In accordance with F.S. 286.26 persons with disabilities needing special accommodations to participate in this meeting should contact the office of the Town Clerk 727-391-3875 no later than 2:00 p.m. on the day prior to the meeting to make arrangements for such special accommodations.

Agenda Item 7. CONSENT AGENDA

A. Bill list for day ending June 30th, 2025

B. Minutes for regular Commission meeting of June 4th, 2025

INVOICE APPROVAL LIST BY FUND REPORT

Date: 06/05/2025
Time: 3:37 pm
Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 524 Protective Services							
101-524-524.640	Equipment - CE						
	TROPICAL FORD	124112	2025 Ford F-150 Code Enf.	0	06/05/2025	06/05/2025	44,970.63
							44,970.63
Total Dept. Protective Services:							44,970.63
Total Fund General Fund:							44,970.63
Grand Total:							44,970.63

Mayor Will

Vice Mayor Thompson

Commissioner Cariello

Commissioner Kornijtschuk

Commissioner Murray

ATTEST:

Adriana Nieves, CMC
Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 06/04/2025

Time: 10:21 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: 512 Town Clerk							
101-512-512.230	Group Insurance						
	FLORIDA MUN INSURANCE	FH0506 06-01-2025	6/1-6/30/25	0	06/01/2025	06/01/2025	975.77
							975.77
101-512-512.231	Life Insurance						
	FLORIDA MUN INSURANCE	FH0506 06-01-2025	6/1-6/30/25	0	06/01/2025	06/01/2025	9.75
							9.75
101-512-512.232	Dental Insurance						
	FLORIDA MUN INSURANCE	FH0506 06-01-2025	6/1-6/30/25	0	06/01/2025	06/01/2025	110.27
							110.27
101-512-512.240	Worker's Comp II						
	FLORIDA MUN INS. TRUST	INV-42792-P8Q0	Q4 FY25	0	06/01/2025	06/01/2025	437.94
							437.94
101-512-512.260	General Liability I						
	FLORIDA MUN INS. TRUST	INV-42792-P8Q0	Q4 FY25	0	06/01/2025	06/01/2025	3,546.13
	FLORIDA MUN INS. TRUST	INV-42792-P8Q0	Q4 FY25	0	06/01/2025	06/01/2025	275.75
							3,821.88
101-512-512.265	Property Insurance						
	FLORIDA MUN INS. TRUST	INV-42792-P8Q0	Q4 FY25	0	06/01/2025	06/01/2025	7,309.13
							7,309.13
101-512-512.510	Office Supplies						
	APEX OFFICE PRODUCTS	2669776-0	Printer paper	0	05/23/2025	05/23/2025	93.98
	WATER BOY INC	65040626	Drinking Water	0	05/20/2025	05/20/2025	19.85
							113.83
Total Dept. Town Clerk:							12,778.57
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance						
	FLORIDA MUN INSURANCE	FH0506 06-01-2025	6/1-6/30/25	0	06/01/2025	06/01/2025	963.28
							963.28
101-513-513.231	Life Insurance						
	FLORIDA MUN INSURANCE	FH0506 06-01-2025	6/1-6/30/25	0	06/01/2025	06/01/2025	9.75
							9.75
101-513-513.232	Dental Insurance						
	FLORIDA MUN INSURANCE	FH0506 06-01-2025	6/1-6/30/25	0	06/01/2025	06/01/2025	33.61
							33.61
101-513-513.240	Worker's Comp II						
	FLORIDA MUN INS. TRUST	INV-42792-P8Q0	Q4 FY25	0	06/01/2025	06/01/2025	437.94
							437.94
101-513-513.495	Janitorial Service						
	ALL PURPOSE CLEANING	INV00043	Off.Clean 5/2, 5/9, 5/23, 5/30	0	05/30/2025	05/30/2025	280.00
							280.00
Total Dept. Finance & Admin:							1,724.58
Dept: 514 Legal Counsel							
101-514-514.121	Litigation						
	LAW OFFICE OF LUKE LIRO	44047	Buending Litigation	0	04/30/2025	04/30/2025	30.00
							30.00
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	6101	May 2025 General	0	06/01/2025	06/01/2025	3,757.50

Date: 06/04/2025

Time: 10:21 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
101-572-572.265	Property Insurance FLORIDA MUN INS. TRUST	INV-42792-P8Q0	Q4 FY25	0	06/01/2025	06/01/2025	7,309.12
							7,309.12
101-572-572.430	Utilities DUKE ENERGY	9100-8705-5135	5-29-25 4/26-5/27/25	0	05/29/2025	05/29/2025	32.46
							32.46
101-572-572.524	Fertilizer & Mulch SITE ONE LANDSCAPE SUPPLY	153784094-001	Herbicide	0	05/20/2025	05/20/2025	293.60
							293.60
Total Dept. Parks and Recreation:							11,181.30

Dept: 573 Board of Parks & Recreation

Public Relations/							
TIFFANY TERRACCIANO 06-04-2025 Reimbursement -Town Bday Par 0 06/04/2025 06/04/2025 669.24							
TIFFANY TERRACCIANO 06-04-2025-1 Reimbursement-Town Bday Part 0 06/04/2025 06/04/2025 349.30							
							1,018.54
Total Dept. Board of Parks & Recreation:							1,018.54

Total Fund General Fund: 72,384.85

Fund: 400 Storm Water

Dept: 535 Storm Water

400-535-535.800 Storm Drain Rep								
WINDRIVER ENVIRONMENT,	6868578	Helene SW System Repairs 05/1	0	05/15/2025	05/15/2025	2,400.00		
WINDRIVER ENVIRONMENT,	6877834	Helene SW System Repairs 5/21	0	05/23/2025	05/23/2025	2,400.00		
WINDRIVER ENVIRONMENT,	6877388	Helene SW System Repairs 5/21	0	05/23/2025	05/23/2025	2,400.00		
WINDRIVER ENVIRONMENT,	6877835	Helene SW System Repairs 5/21	0	05/23/2025	05/23/2025	2,000.00		
WINDRIVER ENVIRONMENT,	6879087	Helene SW System Repairs 5/22	0	05/23/2025	05/23/2025	2,400.00		
WINDRIVER ENVIRONMENT,	6879050	Helene SW System Repairs 5/22	0	05/23/2025	05/23/2025	2,000.00		
WINDRIVER ENVIRONMENT,	6882690	Helene SW System Repairs 5/27	0	05/28/2025	05/28/2025	2,000.00		
WINDRIVER ENVIRONMENT,	6882689	Helene SW System Repairs 5/27	0	05/28/2025	05/28/2025	2,400.00		
WINDRIVER ENVIRONMENT,	6882761	Helene SW System Repairs 5/27	0	05/28/2025	05/28/2025	2,400.00		
WINDRIVER ENVIRONMENT,	6884474	Helene SW System Repairs 5/28	0	05/29/2025	05/29/2025	2,750.00		
WINDRIVER ENVIRONMENT,	6884381	Helene SW System Repairs 5/28	0	05/29/2025	05/29/2025	2,400.00		
WINDRIVER ENVIRONMENT,	6873923	Helene SW System Repairs 5/19	0	06/02/2025	06/02/2025	2,000.00		
WINDRIVER ENVIRONMENT,	6879049	Helene SW System Repairs 05/1	0	06/03/2025	06/03/2025	2,400.00		
						29,950.00		
Total Dept. Storm Water:						29,950.00		
Total Fund Storm Water:						29,950.00		
Grand Total:						102,334.85		

Date: 06/23/2025

Time: 2:19 pm

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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: 512 Town Clerk							
101-512-512.310	Professional Sen ANDREW TESS	3729	5/26/2025-6/9/2025	0	06/16/2025	06/16/2025	1,500.00
							1,500.00
101-512-512.410	Telephone CHARTER COMMUNICATION	167052701060725	Phone&Internet 6/8/25-7/7/25	0	06/07/2025	06/07/2025	200.00
							200.00
101-512-512.411	Internet Services CHARTER COMMUNICATION	167052701060725	Phone&Internet 6/8/25-7/7/25	0	06/07/2025	06/07/2025	159.99
							159.99
101-512-512.510	Office Supplies WATER BOY INC	61121113	Water Delivery 6/17/25	0	06/17/2025	06/17/2025	73.50
							73.50
101-512-512.515	Office Copier/Lea KONICA MINOLTA BUSINESS	502414140	Lease & Usage May 2025	0	05/31/2025	05/31/2025	121.19
							121.19
101-512-512.520	Office Copier/Usr KONICA MINOLTA BUSINESS	502414140	Lease & Usage May 2025	0	05/31/2025	05/31/2025	51.00
							51.00
Total Dept. Town Clerk:							2,105.68
Dept: 513 Finance & Admin							
101-513-513.320	Audit Fee CLIFTON LARSON ALLEN LL	L251373816	FY 24 Audit Fee	0	06/14/2025	06/14/2025	10,895.50
							10,895.50
Total Dept. Finance & Admin:							10,895.50
Dept: 515 Comprehensive Planni							
101-515-515.310	Planning FORWARD PINELLAS	414	PlanningService April-June '25	0	06/20/2025	06/20/2025	620.00
							620.00
Total Dept. Comprehensive Planning:							620.00
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement PINELLAS COUNTY SHERIFF	1627299	Law Enforcment Services 6/25	0	06/20/2025	06/20/2025	28,003.00
							28,003.00
Total Dept. Law Enforcement:							28,003.00
Dept: 539 Department of Public W							
101-539-539.440	P/W Utilities DUKE ENERGY	00 8701 8726-5/13/25-6/11/25	May 13, 2025-June 11 2025	0	06/13/2025	06/13/2025	318.61
							318.61
Total Dept. Department of Public Works:							318.61
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities DUKE ENERGY	00 8701 8924-5/13/25-6/11/25	May 13 2025-June 11 2025	0	06/13/2025	06/13/2025	45.22
							45.22
101-572-572.461	Maintenance - Bu UP TOWN GARAGE DOORS	2411	Garage door repairs	0	06/03/2025	06/03/2025	249.00
							249.00

Date: 06/23/2025

Time: 2:19 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
101-572-572.462	Maintenance - Gr						
	BEACH HARDWARE	4/17/25 516123	Tool, Bits, Screws..	0	04/17/2025	04/17/2025	218.52
	BEACH HARDWARE	5/14/2025 516125	Tools, Batteries, Staples...	0	05/14/2025	05/14/2025	111.20
	LARSON & SON LANDSCAPE	49469	Sand for 158th beach access	0	06/17/2025	06/17/2025	2,958.00
							3,287.72
101-572-572.527	Tools & Equipment						
	BEACH HARDWARE	4/17/25 516123	Tool, Bits, Screws..	0	04/17/2025	04/17/2025	16.99
	BEACH HARDWARE	5/14/2025 516125	Tools, Batteries, Staples...	0	05/14/2025	05/14/2025	42.98
							59.97
101-572-572.535	Signage						
	OSBURN ASSOCIATES INC	#INV12247	Beach Prohibited Signs x 15	0	06/17/2025	06/17/2025	235.50
							235.50
							3,877.41
							45,820.20
	</						

Date: 06/23/2025
Time: 2:43 pm
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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: 513 Finance & Admin							
101-513-513.495	Janitorial Service						
	ALL PURPOSE CLEANING	INV00049	June office cleaning	0	06/23/2025	06/23/2025	280.00
							280.00
Total Dept. Finance & Admin:							280.00
Total Fund General Fund:							280.00
Grand Total:							280.00

Date: 06/17/2025

Time: 9:11 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: 572 Parks and Recreation							
101-572-572.462	Maintenance - Gr						
	G.A. NICHOLS COMPANY	2025-06-13	162nd Ave Beach Access repairs	0	06/16/2025	06/16/2025	6,675.00
							6,675.00
Total Dept. Parks and Recreation:							6,675.00
Total Fund General Fund:							6,675.00
Grand Total:							6,675.00

Date: 06/13/2025

Time: 10:01 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: 572 Parks and Recreation							
101-572-572.462	Maintenance - Gr						
	MIA INTERNATIONAL INC	10743-1	Town Park Turf repairs	0	06/13/2025	06/13/2025	7,350.00
							7,350.00
Total Dept. Parks and Recreation:							7,350.00
Total Fund General Fund:							7,350.00
Grand Total:							7,350.00



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, June 4th, 2025
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, June 4th, 2025 at 6:30 pm**, 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
Vice Mayor Thompson	X	
Commissioner Kornijtschuk	X	
Mayor Will	X	
Town Attorney Meyer	X	
Town Clerk Nieves	X	

Also in attendance was Rob Peebles, Building Official.

Approval of Agenda: A motion by Commissioner Kornijtschuk and seconded by Commissioner Cariello to approve the agenda. No public comment. Motion passed unanimously.

Public Forum:

Rachel Pages, 15810 1st St E, asked about any planned maintenance of the drainage system and the swales. Commissioner Cariello reported that Seminole Septic is in the process of inspecting and cleaning the Town storm drain system to look for areas that may need repairs. Mayor Will reported that the swale project was put on hold due to the Hurricanes last fall, but would be addressed after the work on the storm drains is complete.

Reports:

Public Safety

- Commissioner Murray was absent and did not give a report.

Building/Code

- Vice Mayor Thompson asked Town attorney Meyer about the status of the Building Department RFP. Attorney Meyer reported that the RFP was almost ready to be sent to the clerk to post.

Public Works/Parks

- Commissioner Cariello reported that the Park Board is working hard to plan a fun 80th birthday party on Sunday, June 22nd, 2025, 11am-2pm, in Friendship Park and encouraged everyone to attend.

Finance

- Commissioner Kornijtschuk reported that Appraiser Mike Twitty has released the taxable values numbers, and the values will decrease approximately 17% from the previous year.

Mayor

- Nothing to report

Town Clerk

- Nothing to report

Town Attorney

- Nothing to report

Boards and Committees

- Nothing to report

CONSENT AGENDA

- A. Bill list for day ending May 30th, 2025
- B. Minutes for regular Commission meeting of May 7th, 2025

A motion by Commissioner Kornijtschuk to approve the consent agenda and seconded by Commissioner Cariello. No public comment. Motion passed unanimously.

UNFINISHED BUSINESS

Building Official Rob Peebles reported that 1600 permit applications have been received since October 1, 2024. 92% have been issued or closed. He also noted that there was less foot traffic recently; Daily foot traffic counts in February were 60 per day. On 6/4/25, the count was down to 10.

Greg Unger, 15829 Redington Drive, asked Mr. Peebles if fines for unpermitted work could be refunded. Mr. Peebles commented that it was not possible at this time.

Jim Hoffman, 15910 Redington Drive mentioned that the projected ad valorem decrease will be affected by the Save Our Homes cap.

NEW BUSINESS

- A. **Resolution 2025-02** – Volunteer Substantial-Damage Citizen Corp - A Resolution of The Town of Redington Beach, Florida, Establishing A Volunteer Post-Disaster Substantial Damage Citizens Corps; Making Related Findings; And Providing for Severability and an Effective Date. Attorney Meyer read by title only. A motion by Commissioner Kornijtschuk to approve R2025-02 and seconded by Commissioner Cariello. Mayor Will reminded the Commission that the substantial damage estimate process after Hurricane Helene was slow and inaccurate and caused delays in permitting and recovery. By creating a citizen group of trained SDE data collectors, we can be our own saviors and hopefully speed up the SDE process.

Vice Mayor Thompson supports the resolution and noted that the Town can purchase software to assist the SDE. He also noted that Safebuilt can supplement the citizen group with their own staff to assist in SDE.

Commissioner Cariello opposes the resolution and noted that the initial SDD should be established by the homeowner by submitting the value of the structure and a contractor's estimate of the repairs. He opposes residents telling other residents they are SD. Commissioner Cariello requested that his written opinion (to be sent to Clerk's office) become part of the official record of the meeting.

Commissioner Kornijtschuk supports the resolution.

Public comment: Leslie Wilkins, 505 161st Avenue asked if Pinellas County uses the FEMA SDE tool or another program for SDE. Greg Unger, 15829 Redington Drive supports Commissioner Cariello's opinion. Mr. Peebles noted that Tidal Basin submitted the last of the SDE data on 2/28/25. He also reminded the Commission that the building official still has to confirm the contractor's numbers, check for termite damage, etc.

Motion passed with a roll call vote.

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

OTHER BUSINESS

With no further business, motion to adjourn was made by Commissioner Kornijtschuk and seconded by Commissioner Cariello. Regular meeting was adjourned at 7:12pm.

Adopted: July 9th, 2025

Adriana Nieves, CMC, CFM
Town Clerk



Adriana Nieves <townclerk@townofredingtonbeach.com>

Commissioner meeting inserts

1 message

Richard Cariello <rcariello49@gmail.com>

Thu, Jun 5, 2025 at 8:11 AM

To: adriana Nieves <townclerk@townofredingtonbeach.com>

Cc: AA2MF <rcariello49@gmail.com>

Adriana,
Please include this as my submittal during the commissioner meeting.
Thanks,
Rich



Alternative to Resolution NO 2025-02.docx

14K

Adreana,

Please submitted this as part of the meeting minutes.

Rich C.

My concern with Resolution NO 2025-02 as I stated during the meeting is the volunteer residence's policing residence's. My feeling is this will cause problems within the community.

Alternative to Resolution NO 2025-02

The home owners will obtain the 50% dollar value listed in the county records. An independent appraisal can be obtained by the home owner if wanted to establish a more current 50% dollar value of their property to replace the value listed in the county records.

The home owner will compile repair quotes from licensed contractors and or the home owner's material and labor repair costs. The total repair cost and a detailed listing of the repairs will be submitted to the Flood Plain Administrator if the project sum is less then 50% of the property value for review and issuance of a building permit.

Agenda Item 9 C.

Special Magistrate Contract

AGREEMENT FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT is made and entered into on the 9th day of July, 2025 (the “Effective Date”), by and between the Town of Redington Beach, a Florida municipal corporation (the Town) and Jorge Martin, with an address of 3204 Targrove Dr., Tampa, FL 33618 (the Contractor), collectively referred to as the Parties, as follows.

WHEREAS, the Redington Beach Code of Ordinances provides for certain quasi-judicial code enforcement matters to be heard before a Special Magistrate; and

WHEREAS, in an effort to procure the contractual services of qualified persons to serve as Special Magistrate, the Town sought qualifications from qualified firms or attorneys to provide, on a non-exclusive basis, such services; and

WHEREAS, the Town Commission has reviewed the qualifications of the Contractor to serve as Special Magistrate and finds the Contractor to be well qualified; and

WHEREAS, the Commission finds that it is in the Town’s best interests to enter this Agreement with the Contractor to provide Special Magistrate services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Services.

Contractor shall provide to the Town the following Special Magistrate services as the Town may require, and under the following conditions:

- The Contractor shall conduct hearings as provided for in Florida Statutes Chapter 162, and the Town Code (including its Land Development Code) related to the enforcement the Town Code and associated permits.
- When providing Special Magistrate services, the Contractor will be acting as a Town official performing a municipal police power function. Therefore, in the execution of his duties, the Contractor shall at all times observe all applicable laws, including compliance with Florida’s Sunshine Law, the Public Records Law, Florida’s Ethics Code for Public Officers and Employees (Part II of Florida Statutes Chapter 112), and Florida Statutes Chapter 162 (including compliance with the caselaw interpreting hearings conducted thereto).
- In performing as Special Magistrate, the Contractor must also become familiar with, and comply with the Florida Code of Judicial Conduct, including the opinions which have been published related to that Code’s applicability to quasi-judicial officers serving as code enforcement Special Magistrates.

- The obligations of the Contractor expressly include the agreement of the Contractor (and, if applicable, the firm for which the Contractor works) not to undertake representation of the Town for any other matter during his term without the express prior approval of the Town Commission, after having consulted with the Town Attorney, after having reviewed the ethical considerations of such representation.
- The Contractor must have and maintain a sound and current understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with local government quasi-judicial hearings.
- The Contractor shall serve at the pleasure of the Town Commission, and shall not be deemed an employee of the Town.
- The Town will not be responsible for the provision of clerical or administrative support for the Special Magistrate's legal research or drafting of orders or opinions. However, the Town Mayor may assign the Town Clerk, or such other Town agent, volunteer or employee as may be appropriate, to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, motions, correspondence or briefs to the Special Magistrate, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by parties).
- Depending on the nature of the proceeding, the Town's case or legal arguments may, or may not, be presented by a Town employee (including a contracted code enforcement officer), or by an attorney from the Town Attorney's Office. Hearings will be conducted at Town Hall, 105 164th Ave, Redington Beach, FL 33708, unless the Town determines security or logistical considerations require an alternative location. The Special Magistrate will not be expected to provide hearing space.
- The scope of the Special Magistrate's jurisdiction and authority shall be set forth in the relevant Town Code, as further limited by relevant statutory or caselaw. The Special Magistrate shall not be entitled or empowered to rule upon legal questions not within his jurisdiction, including but not limited to ruling on the constitutionality of the Town Code, whether a portion of the Town Code is preempted by a federal or state law, or whether a Town employee or official acted in a constitutional manner or complied with any federal or state law. Notwithstanding the foregoing, the Special Magistrate will be authorized to rule on any defenses raised by a party subject to a citation or violation notice which are based on the application of facts to the Town Code, or which are founded on the Town's failure to adhere to the substantive or procedural terms of the Town Code, or of Florida Statutes Chapter 162.
- The Contractor will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, and to control his hearing room and the conduct of the proceedings according to the Judicial Cannons and Town Code

(including any resolutions or administrative rules of procedure adopted by the Town relevant to the matter at issue).

- Final orders and opinions are to be made in writing, with said writing containing findings of fact and conclusions of law. Final orders and opinions shall be dated and electronically signed by the Contractor. In the event the Town adopts a standard form or format for its quasi-judicial orders, the Contractor shall use such form or format.
- To ensure parties receive timely resolution of the matter, the Contractor shall, absent exceptional circumstances, render a final order or opinion within thirty (30) calendar days after closing the hearing and taking the matter under advisement. Unless a different process is required by a given portion of Town Code or state law, all final orders and opinions must be transmitted via email to the hearing clerk designated by the Town. The hearing clerk, not the Special Magistrate, shall then transmit the final order or opinion to the parties in the manner prescribed by law.
- The Contractor will, when performing services for the Town, be interacting with the Town's residents, business owners, and employees and officials on a regular basis. The Contractor must, during all such interactions, dress in a professional manner befitting of his role, and must treat all such persons with professionalism and respect.
- The Contractor shall be entitled to communicate with the Town Attorney for the purposes of gaining an understanding of the contents and organization of the Town Code, the Town's code enforcement and appeals process, procedures and forms, and similar matters of general information. However, the Contractor shall not conduct *ex-parte* communications with the Town Attorney or any Town official with respect to a specific case, appeal or other matter before him.
- The jurisdiction of the Special Magistrate is not exclusive. Code violations or appeals may be pursued by another lawful remedy at the option of the Town.
- Assignment of a matter to Contractor or any other contracted Special Magistrate shall be made by the Town-appointed hearing clerk who will, once a new matter requiring a hearing arises, inform the selected Special Magistrate of the assignment, the identity of the party or parties, and shall provide a copy of the initial enforcement file (including the relevant citation and copies of such photographs and correspondence as may exist up to the date of the assignment). Upon assignment, the Special Magistrate shall review the matter to ensure he does not have any ethical conflicts such as would require recusal. The Special Magistrate shall, once a matter is assigned, work with the assigned hearing clerk to schedule the hearing in a prompt manner.
- If Contractor determines recusal is required, he shall inform the hearing clerk in writing (including email) of the reason for the recusal or other inability to serve. The Town intends to contract with more than one attorney/firm for Special Magistrate services so as to allow for matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity

for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, use a rotational list which favors assignment to the Special Magistrate who has heard a matter the longest, and which places at the end of the list the Special Magistrate who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Special Magistrate to receive any given assignment, nor of a party to have any given Special Magistrate assigned to his case.

2. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., September 30th 2026. The Parties agree that unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on October 1st 2026, for a renewal term through 11:59 p.m. of September 30th 2027. Thereafter, unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew on October 1st 2027. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the Town in the manner set forth above.

B. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during a term for any or no reason upon giving the non-terminating Party at least thirty (30) calendar days prior written notice. However, any such termination shall not relieve Contractor of the obligation to bring to conclusion any matter currently before him as Special Magistrate even if such conclusion extends past the termination date. Nor does any such termination relieve the Town of its obligation to pay all properly-submitted invoices for undisputed work performed by Contractor, including work performed to bring a matter to conclusion past the termination date.

C. The insurance and indemnification obligations set forth in this Agreement survive the expiration or termination thereof.

3. Payment

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid \$210.00 per hour for all Special Magistrate services performed not more than forty-five (45) days after Contractor has submitted to the Town a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

B. Improper payment requests shall be addressed by the Town as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated Town procurement codes or procedures applicable to resolution of vendor payment disputes.

4. Amendments.

This Agreement may only be amended by a written Amendment executed by both Parties.

5. Severability.

In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion may be severed and such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or portion of the Agreement.

6. Miscellaneous Terms.

A. Qualifications. Contractor represents and warrants to the Town that he is lawfully entitled to provide the services required herein under the laws of the State of Florida, and will continue to meet throughout the term(s) of this Agreement all of the qualifications required by the Town, including status as a current Florida licensed attorney in good standing. Contractor must immediately inform the Town Mayor and Town Attorney in the event he has any required license (including Florida Bar membership in good standing) suspended or revoked, or is disciplined by The Florida Bar, the state bar of a foreign state, or any other governmental regulatory agency.

B. Attorney Fees. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

C. Immigration Compliance; E-Verify. Contractor acknowledges that he 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 Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor 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 Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor (unless Contractor employs no one else) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system (or that it is not an employer). If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which he 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) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor 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 Town 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.

D. Indemnification, Preservation of Immunity. Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

E. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a Party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

F. Jurisdiction, Venue, Applicable Law. In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

G. Public Records. In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the requesting Town 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 this chapter or as otherwise provided by law.

3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the Town.

4. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF REDINGTON BEACH, TOWN CLERK'S OFFICE, AT:

TELEPHONE: 727.391.3875

EMAIL: townclerk@townofredingtonbeach.com

ADDRESS: 105 164th Ave, Redington Beach, FL 33708

H. Assignment and Subcontracting. The Town has selected Contractor for his stated skills, resources, abilities and unique experience, as represented to the Town by Contractor's solicitation response and via other means. Contractor has represented to the Town that he has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the Town. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform the services required under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the Town Commission. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the Town pursuant to the provisions of this Agreement, or obligate Town to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the Town grants such permission, Contractor

is obligated to ensure any such subcontractor's contract expressly incorporates the terms and conditions of this Agreement and acknowledges the Town as an intended third-party beneficiary thereof.

I. Notices. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Jorge Martin
3204 Taragrove Dr.
Tampa, FL 33618

As to Town:

Redington Beach Town Clerk
105 164th Avenue
Redington Beach, FL 33708

IN WITNESS WHEREOF, the Parties have set their hands and seals on the Effective Date.

Town of Redington Beach

Contractor

By: _____
David Will, Mayor

By: Jorge Martin
Jorge Martin

Signature:

Email: townclerk@townofredingtonbeach.com

RESUME

RESUME FOR JORGE MARTIN

Juris Doctor Degree with Honors from the University of Miami School of Law conferred in May 1983
Member in good standing of The Florida Bar since October 1983

PROFESSIONAL EMPLOYMENT

JORGE MARTIN, P.A.
d/b/a MARTIN DISPUTE RESOLUTION
2021 to Present

Bar certified circuit court mediator and trained arbitrator.

SENIOR ASSISTANT CITY ATTORNEY
OFFICE OF THE CITY ATTORNEY OF THE CITY OF
TAMPA, FLORIDA
April 1994 to November 2020

Participation and management of legal working groups providing legal services to the City's code enforcement, land use, real estate, affordable housing/financing divisions, and economic development sectors.

FEDERAL DEPOSIT INSURANCE CORPORATION -
LEGAL DIV. (FDIC) / RESOLUTION TRUST CORP.
1990-1994

Senior Attorney serving as in-house counsel for several thrift and banking institutions in Receivership or Conservatorship with the FDIC and RTC.

DAVID M. KRAUSE, P.A.
1988-1990

Real Estate practice focused on residential development. General commercial, creditor rights and real estate litigation at trial and appellate levels.

STUZIN & CAMNER, P.A.
1984-1988

General commercial litigation including the representation of Federal banking agencies at trial and appellate levels.

LIGMAN, MARTIN, SHILEY & McGEE
1983-1984

General litigation with emphasis on the defense of security and dignitary tort cases.

EDUCATIONAL BACKGROUND

UNIVERSITY OF MIAMI SCHOOL OF LAW
Juris Doctor Degree, May 1983 with honors

UNIVERSITY OF MIAMI SCHOOL OF ARTS & SCIENCES
B.A. Degree, June 1979
Top Quarter of Class
Cum Laude Honors/Deans List Honors
National Golden Key Honor Society

Agenda item 9 D.

Pinellas County Sheriff's Office Contract

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 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 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 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 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 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 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. 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

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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.

6. 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 Statutes 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.

7. 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.

8. 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.

9. 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 Sheriff's 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.

10. 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.

11. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement 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.

12. 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.

13. 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.

14. 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

15. TERM. This Agreement shall take effect on October 1, 2025, and continue in effect thereafter through September 30, 2026, 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, 2026, 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, 2026, 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.

16. CONTRACT COSTS. 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 THREE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND NO CENTS (\$361,644.00). Payment shall be made in twelve monthly installments of THIRTY THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND NO CENTS (\$30,137.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2025.

The annual sum referenced above represents one hundred percent (100%) of the total cost of the contract with the TOWN OF REDINGTON BEACH. (See Attachment 1.)

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 enforcement purposes.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed
by their duly authorized representatives this _____ day of _____ 2025.

ATTEST:

TOWN OF REDINGTON BEACH

TOWN CLERK

MAYOR

(TOWN SEAL)

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff

**Town of Redington Beach
Cost of Law Enforcement Services
Worksheet - FY 26**

[illegible]