



## THE TOWN OF KENNETH CITY, FLORIDA

### Council Meeting

### PUBLIC NOTICE

The Council of the Town of Kenneth City will meet at Community Hall, located 4600 58<sup>th</sup> Street North, Kenneth City, Florida to discuss the agenda items of Town business listed at the time indicated below.

6:30 pm

April 13, 2022

Community Hall

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Roll Call
- D. Administration of Oath of Office & Council Reappointment
  - 1. Councilmember Noble
  - 2. Councilmember Zemaitis
  - 3. Appointment of Vice-Mayor
- E. Presentation of Candidates for PSTA Board of Directors- Inland Cities Group
- F. Consent Agenda for April 2022
  - 1. March 9<sup>th</sup>, 2022, Council Meeting Minutes
  - 2. Accela Contract
    - Exhibit 1: Government Price Quotation
  - 3. Comprehensive Plan, *Department of Economic Opportunity*
    - Exhibit 2: Evaluation and Appraisal Review Letter
- G. Public Comment – formerly called Open Forum (limited to 3 minutes)

*Please state your name and address for the record. Public participation is encouraged. If you are addressing the Council, step to the podium and state your name and address for the record.*

*Public comments can also be submitted by email to the Town Clerk at [Town57@kennethcityfl.org](mailto:Town57@kennethcityfl.org), written comments must be received by 4pm on the day of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.*

- H. Action Agenda
  - 1. Solid Waste Contract Selection
  - 2. Accounting and Finance Contract Approval
    - Exhibit 3: One Year Contract with Andrew Tess, CPA
  - 3. Chapter 54
    - Exhibit 4: Chapter 54 FAQ
  - 4. Administrative Policy and Procedure Manual
    - Exhibit 5: Policy 2022-01

5. FY 2022-23 Budget Calendar  
Exhibit 6: Budget Calendar for FY 2022-2023

I. Mayor/Council Comments

1. Councilmember Noble

- Workshop Budget Preparation Talks
- Contract Administration & Request for Proposal

J. Department Reports (Public Works, Public Safety, Building)

1. Public Works

a. Watershed Management Plan Presentation

Exhibit 7: Presentation

2. Public Safety

Exhibit 8. KCPD stats

Exhibit 9. Fire Department Report

3. Building, Planning and Zoning

Exhibit 10. KC Building Stats

K. Officer Reports (Town Clerk, Attorney and Town Manager)

Exhibit 11. Town Financial Summary & GL Variance Report

L. Supplement: Copies of current contracts and agreements

1. Street Sweeper, *Sweeping Corporation of America*
2. Civics Plus, Town Website
3. Crawford and Jones, Finance Auditors
4. Gallagher, Town Employee Health Insurance Broker
5. Interlocal Agreement with Pinellas Park for Building Dept. Services
6. Interlocal Agreement with Pinellas Park for Fire Dept. Services
7. Watershed Management Plan, Advanced Engineering & Design, Inc.
8. Public Risk Management, P & C Insurance
9. Konica Minolta, Copy Machine Town Hall and Police Department
10. Sun Coast Police Benevolent Association
11. Pinellas County Sheriff's Office Agreement
12. Trask Daigneault, LLP; Town Attorney Services
13. Andrew Tess, CPA (Exhibit 3)

LI. Adjournment

Any person who decides to appeal any decision of the Town Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes 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 to be based. The law does not require the Town Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-498-8948 or fax a written request to 727-498-8841. [www.kennethcityfl.org](http://www.kennethcityfl.org)



## **THE TOWN OF KENNETH CITY, FLORIDA**

Council Meeting Minutes  
March 9, 2022

### **A. Call to Order**

### **B. Invocation and Pledge of Allegiance**

### **C. Roll Call**

Present were Councilmember Noble, Councilmember Cummings, Vice Mayor Zemaitis, Mayor Howell, Town Manager Cavalli, Attorney Mora and Town Clerk Ana Cabezas. Councilmember Roberts was not present.

### **D. Administration of Oath of Office, Kenneth City Police Chief**

Town Clerk, Ana Cabezas swore in Police Chief Mike Vieno.

### **E. Consent Agenda**

February Meeting Minutes  
02/09/2022 Council Meeting

Motion to approve consent agenda made by Councilmember Noble.

Second was offered by Vice Mayor Zemaitis.

All in favor

Motion to approve consent agenda passed

### **F. Public Comment**

Tim Shoby 4702 Lake Charles Drive

Mr. Shoby expressed safety concerns for children and pedestrians at the corner of Lake Charles Drive and 47<sup>th</sup> Ave. Mr. Shoby reported that he has witnessed numerous vehicles running through the stop sign without stopping.

Mayor Howell closed public comment.

### **G. Action Agenda**

#### **1. Resolution 2022-02 Cancelling the March 2022 Election**

Attorney Mora read the resolution by title to cancel the election due to Council Members Noble and Zemaitis running unopposed.

The Mayor opened the floor to public comment.

Al Hrvatin, 6116 52nd Ave N

Mr. Hrvatin asked if the polls would still be open on March 15<sup>th</sup>. The attorney explained that there were no issues to place on the ballot or state election that would require the polls to be open on March 15<sup>th</sup>.

|                        |        |
|------------------------|--------|
| Councilmember Noble    | Yes    |
| Councilmember Cummings | Yes    |
| Councilmember Roberts  | Absent |
| Vice Mayor Zemaitis    | Yes    |
| Mayor Howell           | Yes    |

Motion to approve consent agenda passed by roll call vote.

2. Council Approval to Enter into an Agreement with Special Magistrate  
Consensus provided
3. Fundbalance Account Creation for Park Amenities  
Consensus provided
4. Personnel Addition Request, Recreation Support Specialist  
Consensus not provided
5. Spacecraft: Free Art Activities for the Children of Kenneth City  
Consensus provided

## **Manager Report**

1. Forward Pinellas  
The Manager discussed the Town's agreement with Forward Pinellas and which expires September 2022. The manager intends to work with the Town Attorney to renegotiate the agreement. The manager listed the type of work the Town would be doing with Planner, Nousheen Rahman and Rodney Chatman.
2. Kmart Property  
Manager Cavalli provided updates on the development of the Kmart property. The Home Store will soon begin a 120-day remodeling project. A Sprouts Grocery Store will be the second stage of the property development.
3. Lake Charles Aerator  
The Town is working with Justin Keller of Advanced Engineering to make these changes.



4. Budgeting

The manager shared that some preliminary discussions are occurring to prepare for the upcoming budgeting season.

5. Administrative Policy

The manager discussed the current administrative policy and some edits he made to clean up the document since it was last executed and approved by council. There were concerns brought up by councilmember Noble stating she did not agree with the way the policy is currently written. A discussion ensued. The Policy will be revisited and discussed again as an Action Item.

6. Chapter 54 Update

Pete stated, "we're faced with an emergency situation in Unit 12." The Police Department reports issues with residents parking on the side of the road making it difficult or impossible for emergency vehicles to pass. Manager Cavalli shared that he is working with the Engineer to put together a conceptual drawing of a suggested solution.

The manager shared that he put together a team to review and make the suggested revisions to Chapter 54. He concluded that he would provide a progress report at the April Council Meeting.

He shared that he is working with the Engineer on stormwater and watershed related issues that are pressing in nature. He stated he and the engineer would provide more information at the next Council Meeting.

7. Project Management Software

The manager reviewed the roles and jobs he has delegated through a project management software. He gave a quick overview of ongoing projects at the various departments.

## H. Department Reports

### Public Safety

- Chief Vieno shared the February traffic statistics (education, citations and warnings).
- 58<sup>th</sup> Street *no truck* sign (education phase), partnering with Winn Dixie to reroute their trucks to 46<sup>th</sup> Street as opposed to 58<sup>th</sup> street.
- Officers attended an annual in-service training
- Chief Vieno discussed the Spring Festival, Movie in the Park, 4<sup>th</sup> of July
- He gave a brief synopsis of the March 2<sup>nd</sup> fire at the Ashford Bayside apartments at 56<sup>th</sup> Avenue and 58<sup>th</sup> Street

### **Fire Department**

Pinellas Park Fire Chief, Brett Schlatterer provided the February stats and a summary of the Ashford Bayside Apartment fire.

### **Department of Public Works**

DPW supervisor provided updates on the projects they are currently working on. He discussed the Florida friendly landscaping, ditch clean outs and the Spring Festival. He provided examples of how he has prioritized being fiscally conservative and has been able to save the Town money. He discussed how he manages personnel and strategic use of their time.

There was a discussion.

## **I. Officer Reports**

### **Town Clerk**

No report.

### **Town Attorney**

Attorney Mora provided a brief update on legislative updates.

### **Code-Enforcement**

Dave Wysong, Code Enforcement Officer provided updates to the Town on what he has been working on including Code Enforcement statistics for February. There was a brief discussion.

## **J. Mayor/Council Comments**

Councilmember Noble commented on the CPA's contract and how much he is charging the Town. Manager Cavalli provided an explanation that even though the CPA was contracted before his time, it was his understanding that the Town needed a professional CPA to help best manage the Town's accounting efforts.

Attorney Mora stated that the current, more substantial contract was executed to help the Town during the transition from the previous Town Administration in the Spring of 2021 but that there was an initial agreement the Town entered with the CPA back in 2017.

There was a discussion. Councilmember Noble read language from the Municode and went on to describe a duo- Clerk/Accountant hybrid position. She asked the Clerk where she is, in the process of taking over the Town's accounting responsibilities. Attorney Mora reminded the Council that one of the challenges they faced during the Clerk recruitment process was to find a clerk with the desired financial expertise, "in the modern clerk landscape." Attorney Mora said, "one of the things we discussed, and as it was explained in our recruitment documents and otherwise was that while it was a duty, it was interpreted to mean keeping those documents and ensuring those documents are secured and will be produced upon request. It does not necessarily, by its plainest terms, mean that that person has to generate the report, calculate the

report, or refrain from delegating any of that. While she is certainly responsible should you request, that that record be provided, the Clerk provides that. When the council was recruiting its clerk that's one of the ways that we had communicated that duty to candidates."

Councilmember Noble inquired again about the Clerk taking over accounting duties. She asked the clerk "where are you at in learning how to do these things?" She went on to state that the Town is "double paying" when it pays for both an accountant and a Town Clerk.

There were further discussions regarding division of labor and the CPA's current payrate. Manager Cavalli provided some information regarding the scope of services the CPA has provided, beyond basic bookkeeping.

Vice Mayor Zemaitis shared that she recalled that the Town could not find someone with the combined clerical/accounting experience or expertise. She said that she did not feel the clerk should have to become an accountant, as councilmembers were all aware that she was not an accountant when she was appointed. Attorney Mora stated that a Clerk certification does not involve accounting. There was discussion regarding negotiating a more competitive contract with a Certified Public Accountant.

Mayor Howell directed a question towards the Supervisor of Public Works regarding the contracted streetsweepers. After a brief discussion, Manager Cavalli stated that street sweeping is a minimal environmental requirement determined by state environmental agencies. Mayor Howell asked that Manager Cavalli revisit the current contract with the Town's streetsweeper.

Councilmember Noble asked Manager Cavalli to shop around for a new health insurance provider for the Town employees. He responded that our current contract with Public Risk Management states that we need to provide a 12-month minimum notification. Councilmember Noble asked that he initiate this process immediately.

Councilmember Noble said she "looked at the General Fund at our electric bill for our three buildings and we probably pay at least \$30,000 a year to Duke Energy." She asked that the Town look into investing in solar power panels for Town buildings. There was a discussion about "going Green." Councilmember Noble said "we could take \$30k from the Covid Money" to pay for the solar panels. Vice Mayor Zemaitis said she supports the initiative to *Go Green*. Mayor Howell agreed.

Councilmember Noble inquired of the Town Manager regarding a task she gave him to renegotiate current Town Contracts. Attorney Mora shared insight into the extensive process to the procurement of contracted services. Attorney Mora said "at your size and staffing, running multiple concurrent RFPs is very challenging from a staff allocation standpoint." Attorney Mora concluded that he

is working closely with the Town Manager to be apprised of when contracts end and what needs to be done.

**K. Adjournment**

Motion to adjourn the meeting was made by Vice Mayor Zemaitis

Second was made by Councilmember Cummings

All in favor

Meeting was adjourned at 8:48pm

**Notice:** This meeting and all City Council Meetings, Special Workshops, Hearings and Committee Meetings are posted in advance on the Town's letterboards as well as the Town's website, newsletters and Facebook pages.

## GOVERNMENT - PRICE QUOTATION



## ACCELA GOVERNMENT AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM



**TO:** Pete Cavali  
 Town Manager  
 Town of Kenneth City  
 600 54th Ave N  
 Kenneth City, FL 33709 USA

**FROM:** Casey Oesterle  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Reston, Virginia 20190

**EMAIL:** cvallip@kennethcityfl.org

**EMAIL:** Casey.Oesterle@carahsoft.com

**PHONE:** (727) 498-8948

**PHONE:** (571) 662-3010

**FAX:** (703) 871-8505

**TERMS:** GSA Schedule No: 47QSWA18D008F  
 Term: August 22, 2018 - August 21, 2023  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 Business Size: Other than Small  
 Sales Tax May Apply

**QUOTE NO:** 32732229  
**QUOTE DATE:** 03/16/2022  
**QUOTE EXPIRES:** 03/31/2022  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$53,040.00

**TOTAL QUOTE:** \$53,040.00

| LINE NO.                                     | PART NO.          | DESCRIPTION   | - | QUOTE PRICE | QTY        | EXTENDED PRICE |
|--|-------------------|---|---|-------------|------------|----------------|
| <b>YEAR 1 ACCELA SAAS + REDMARK SERVICES</b> |                   |   |   |             |            |                |
| 1  | SS21000MU305I-120 | Multi-Solution - Accela Annual<br>Accela Building and Planning<br>Accela Inc - SS21000MU305I  |   | \$2,880.00  | GSA 8      | \$23,040.00    |
| 6  | CON-PM            | Project Manager (Per Hour)<br>Deliverable 1: Project Initiation<br>Carahsoft Technology Corporation - CON-PM                        |   | \$200.00    | GSA 9.375  | \$1,875.00     |
| 7  | CON-PM            | Project Manager (Per Hour)<br>Deliverable 2: Accela Civic Platform System Setup<br>Carahsoft Technology Corporation - CON-PM        |   | \$200.00    | GSA 0      | \$0.00         |
| 8  | CON-PM            | Project Manager (Per Hour)<br>Deliverable 3: To-Be Analysis Session and Configuration<br>Carahsoft Technology Corporation - CON-PM  |   | \$200.00    | GSA 48.125 | \$9,625.00     |
| 9  | CON-PM            | Project Manager (Per Hour)<br>Deliverable 4: Business Process Valiation and Automation<br>Carahsoft Technology Corporation - CON-PM |   | \$200.00    | GSA 12.5   | \$2,500.00     |
| 10   | CON-PM            | Project Manager (Per Hour)<br>Deliverable 5: Accela Citizen Access Configuration<br>Carahsoft Technology Corporation - CON-PM       |   | \$200.00    | GSA 10     | \$2,000.00     |
| 11   | CON-PM            | Project Manager (Per Hour)<br>Financial Interface<br>Carahsoft Technology Corporation - CON-PM                                      |   | \$200.00    | GSA 0      | \$0.00         |
| 12   | CON-PM            | Project Manager (Per Hour)<br>Payment Processor<br>Carahsoft Technology Corporation - CON-PM  |   | \$200.00    | GSA 0      | \$0.00         |
| 13   | CON-PM            | Project Manager (Per Hour)<br>Reports<br>Carahsoft Technology Corporation - CON-PM  |   | \$199.58    | GSA 0      | \$0.00         |
| 14   | CON-PM            | Project Manager (Per Hour)<br>Accela GIS Configuration (if necessary)<br>Carahsoft Technology Corporation - CON-PM                  |   | \$200.00    | GSA 0      | \$0.00         |

## GOVERNMENT - PRICE QUOTATION



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 WWW.CARAHSOFT.COM



| LINE NO.     | PART NO. | DESCRIPTION   | - | QUOTE PRICE  | QTY    | EXTENDED PRICE |
|--------------|----------|---|---|--------------|--------|----------------|
| 15           | CON-PM   | Project Manager (Per Hour)<br>Accela Mobile Configuration (if necessary)<br>Carahsoft Technology Corporation - CON-PM                       |   | \$200.00 GSA | 0      | \$0.00         |
| 16           | CON-PM   | Project Manager (Per Hour)<br>Deliverable 6: Administrative and Technical Training<br>Carahsoft Technology Corporation - CON-PM             |   | \$200.00 GSA | 15     | \$3,000.00     |
| 17           | CON-PM   | Project Manager (Per Hour)<br>Deliverable 7: Daily User Training<br>Carahsoft Technology Corporation - CON-PM                               |   | \$200.00 GSA | 15     | \$3,000.00     |
| 18           | CON-PM   | Project Manager (Per Hour)<br>Deliverable 8: User Acceptance Testing (UAT)<br>Carahsoft Technology Corporation - CON-PM                     |   | \$200.00 GSA | 11.875 | \$2,375.00     |
| 19           | CON-PM   | Project Manager (Per Hour)<br>Deliverable 9: Production Support<br>Carahsoft Technology Corporation - CON-PM                                |   | \$200.00 GSA | 12.5   | \$2,500.00     |
| 20           | CON-PM   | Project Manager (Per Hour)<br>Deliverable 10: post Deployment Support and Transition to<br>CRC<br>Carahsoft Technology Corporation - CON-PM |   | \$200.00 GSA | 15.625 | \$3,125.00     |
| SUBTOTAL:    |          |   |   |              |        | \$53,040.00    |
| TOTAL PRICE: |          |   |   |              |        | \$53,040.00    |
| TOTAL QUOTE: |          |   |   |              |        | \$53,040.00    |

## SUGGESTED OPTIONS

| LINE NO.                     | PART NO.           | DESCRIPTION  | - | QUOTE PRICE    | QTY | EXTENDED PRICE |
|------------------------------|--------------------|--|---|----------------|-----|----------------|
| YEAR 2 ACCELA SAAS           |                    |  |   |                |     |                |
| 2                            | SS21000MU305R1-120 | Multi-Solution - Accela Annual (1st Renewal Term)<br>Accela Building and Planning<br>Accela Inc - SS21000MU305R1 |   | \$2,966.40 GSA | 8   | \$23,731.20    |
| YEAR 2 ACCELA SAAS SUBTOTAL: |                    |  |   |                |     | \$23,731.20    |
| YEAR 3 ACCELA SAAS           |                    |  |   |                |     |                |
| 3                            | SS21000MU305R2-120 | Multi-Solution - Accela Annual (2nd Renewal Term)<br>Accela Building and Planning<br>Accela Inc - SS21000MU305R2 |   | \$3,055.39 GSA | 8   | \$24,443.12    |
| YEAR 3 ACCELA SAAS SUBTOTAL: |                    |  |   |                |     | \$24,443.12    |
| YEAR 4 ACCELA SAAS           |                    |  |   |                |     |                |
| 4                            | SS21000MU305R3-120 | Multi-Solution - Accela Annual (3rd Renewal Term)<br>Accela Building and Planning<br>Accela Inc - SS21000MU305R3 |   | \$3,147.06 GSA | 8   | \$25,176.48    |
| YEAR 4 ACCELA SAAS SUBTOTAL: |                    |  |   |                |     | \$25,176.48    |
| YEAR 5 ACCELA SAAS           |                    |  |   |                |     |                |
| 5                            | SS21000MU305R4-120 | Multi-Solution - Accela Annual (4th Renewal Term)<br>Accela Building and Planning<br>Accela Inc - SS21000MU305R4 |   | \$3,241.47 GSA | 8   | \$25,931.76    |
| YEAR 5 ACCELA SAAS SUBTOTAL: |                    |  |   |                |     | \$25,931.76    |

# GOVERNMENT - PRICE QUOTATION



## ACCELA GOVERNMENT AT CARAHSOFT

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WWW.CARAHSOFT.COM



| LINE NO.            | PART NO. | DESCRIPTION | - | QUOTE PRICE | QTY | EXTENDED PRICE |
|---------------------|----------|-------------|---|-------------|-----|----------------|
| SUGGESTED SUBTOTAL: |          |             |   |             |     | \$99,282.56    |

**Use of Accela Products and Services:** All use of the services specified in this document shall be governed, as applicable by the Accela Subscription Services and Support Agreement under GSA MAS and the Accela License Agreement under GSA MAS attached hereto.

**\*5 Year Option**

"Accela SaaS software will be configured using Accela partner Redmark Technologies. <http://redmarktech.com/index.php>

"Customer may terminate the Accela Subscription Agreement for convenience in accordance with GSAR 552.212-4(l). Under such termination, Accela will receive the percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Accela can demonstrate to the satisfaction of the Customer using its standard record keeping system, have resulted from the termination. Any overpayment by Customer will be refunded to Customer."

# Statement of Work

**Town of Kenneth City, FL**

February 23, 2022

Version 1.0

RedMark Technologies, LLC.  
2385 NW Executive Center Dr.  
Suite 100  
Boca Raton, FL 33428  
Tel: 561-210-5141  
Fax: 561-892-8022

Carahsoft Technology Corporation  
11493 Sunset Hills Rd  
Suite 100  
Reston, VA 20190  
Tel: 571-662-3010  
Fax: 703-871-8505



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**DOCUMENT CONTROL**

| Date       | Author    | Version | Change Reference |
|------------|-----------|---------|------------------|
| 02/23/2022 | W. Chavez | 1.0     | Initial draft.   |

*(Rest of page intentionally left blank)*

## OVERVIEW

Congratulations on your selection of Accela, Inc., and their enterprise suite of industry leading software. The implementation of Accela products is designed specifically to meet the specific requirements and budget defined by Town of Kenneth City, FL ("Agency"). RedMark Technologies, LLC. ("RedMark"), an Accela Certified Services Implementation Partner and Carahsoft Technology Corporation ("Carahsoft"), will utilize a best practice Implementation Methodology, based on previous client interactions and industry knowledge, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how RedMark Services will implement the software you have purchased, including the major milestones and deliverables that will ensure your success.

RedMark is committed to providing a superior software solution, and deployment of the software, for the current and future needs of the Agency. RedMark will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Accela Civic Platform software and meet its functionality, timing, and cost requirements. This Statement of Work ("SOW") dated February 23, 2022, sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by RedMark to Agency.

## SERVICES DESCRIPTION

### PURPOSE

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Accela Civic Platform with the Accela Citizen Access, Accela GIS (if applicable), and Accela Mobile (if applicable) for the Agency. RedMark will provide professional services for implementation of the above modules and products per the Work Description section detailed henceforth. The following Agency departments comprise the organization scope of the implementation described herein:

- Building
- Planning
- Code Enforcement

The number of workflows and record types considered in scope for this project are as follows:

- Up to 8 workflows
- Up to 25 record types

The workflows and record types may be allocated and used by the above referenced departments in a manner defined by the Agency.

### PROJECT TIMELINE

The term of this project is 6 months and 1 phase(s).

Any delays (e.g., Change in staff level/availability, missed deadlines) in the Project Timeline which by mutual agreement were created by the Agency will result in an increase in the duration of the project will require a Change Order to reimburse RedMark for the additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development, and review.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the RedMark Project Manager will work with the Agency to collaboratively define a

baseline project schedule. Given the fact that project schedules are working documents that change over the course of the project, the RedMark Project Manager will work closely with Agency to update, monitor, agree, and communicate any modifications.

## PROJECT MANAGEMENT

RedMark will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Civic Platform software at the Agency, RedMark will provide Project Management services throughout the project. Generally, these services include the following:

- Project plan management using Microsoft Project,
- Project document management using hosted Microsoft SharePoint project site, Dropbox, or similar solution,
- Issue log management and escalation,
- Status reporting,
- Change order management,
- Project workspace management,
- Resource management,
- Executive project oversight and quality assurance.

By mutual agreement, some project management tasks may be shared between the RedMark Project Manager and the Agency Project Manager.

## CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and RedMark, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** – While RedMark cannot guarantee specific expertise for Agency staff as a result of participating in the project, RedMark will make all reasonable efforts to transfer knowledge to the Agency. It is critical that Agency personnel participate in the analysis, configuration, and deployment of Accela Civic Platform in order to transfer knowledge to the Agency. Once Post-Production assistance tasks are completed by RedMark Services, the Agency assumes all day-to-day operations of Accela Civic Platform outside of the Support and Maintenance Agreement. The Service and Maintenance Agreement does not cover any Agency manipulation of implemented scripts, reports, interfaces, and adapters. Key knowledge transfer areas include:
  - Configuration
  - Scripting
    - Batch scripts
    - Interfaces
    - Event Management Scripts
  - Reports and Forms
- **Dedicated Agency Participation** – RedMark fully understands that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Civic Platform implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. RedMark will communicate insufficient participation of Agency and RedMark resources through Project Status Reports with real and potential impacts to the project timeline. RedMark will work the project sponsors and department leaders to

determine appropriate team member involvement. This could range from full-time during early analysis meetings to part-time during the technical implementation phase.

- **Deliverable Acceptance Process** - Implementation services for the above products are formalized through the deliverables defined in this document. Upon completion of each deliverable according to the acceptance criteria defined herein, RedMark will provide the Agency with a Deliverable Acceptance Form to formalize acceptance and completion. The Deliverable Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed/scanned/emailed or hand delivered to RedMark. Please refer to Appendix C to view a sample Deliverable Acceptance Form. RedMark respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe. In order to prevent delays in the project schedule, for all Deliverables where no response time is specifically identified in the SOW, a three (3) business day acceptance period is assumed.
- **Accela Implementation Methodology** – Accela’s successful, proven, implementation methodology is crucial to the project success. Accela’s Civic Platform software and customer base is a niche market and as such the implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Accela Implementation Methodology.

## CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, Agency must submit a written request to RedMark specifying the proposed changes in detail. RedMark shall submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services (“Change Order”). RedMark shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If RedMark’s effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by RedMark and Agency prior to commencing any activities defined in the change order.

## PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to RedMark in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, RedMark can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a project is put on hold, at minimum, RedMark will need to draft a Change Order to keep some of the RedMark project manager’s time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and RedMark will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon RedMark resourcing timelines.

Should the Agency become non-responsive to RedMark communications for a term of 30 calendar days regarding continuance of the project work, RedMark can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

## WORK DESCRIPTION

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, RedMark will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

### STAGE 1 – INITIATION

#### DELIVERABLE 1: PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and RedMark expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first on-site meeting conducted between the Agency and RedMark after the signing of the Statement of Work.

In conjunction with the Agency representatives, RedMark will perform the following tasks:

- Finalize staffing for the project teams. Guidelines and recommendations for the Agency project staffing are addressed in the Project Staffing section of this document.
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Establish Communication Plan and project logistics including escalation, status reporting, issue/risk management, work locations, etc.
- Establish schedule of Steering Committee meetings.
- Review and agree on Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and RedMark.
- Review infrastructure requirements and preparation (with designated Agency technical staff).
- Finalize an integrated project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Create the project (SharePoint, Dropbox or similar) site and load all standard, current documentation.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

In terms of specific output, the following will be executed for this deliverable:

- Baseline Project Plan
- Project Status Report Template
- Project SharePoint Site
- Project Kickoff Presentation

#### RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by RedMark to deliver Services.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

#### Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to RedMark's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.

Acceptance Criteria:

- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Completion of the Project Kickoff Meeting

## **DELIVERABLE 2: ACCELA CIVIC PLATFORM SYSTEM SETUP**

This Deliverable is defined as the setup of the Accela Civic Platform software in the Accela Cloud environment such that Agency can log into the system and verify software is available.

In terms of specific output, the following will be executed for this deliverable:

- Setup of the Accela Civic Platform software, development (DEV) and production (TEST) environments, in the Accela Cloud
- Demonstration of the operational Accela Civic Platform environment

Specifically, RedMark will perform the following tasks within the support environment:

- Perform a remote system check of the system
- Demonstrate that the Accela Civic Platform applications are operational
- Ensure all tasks are completed on Accela's side for VPN tunnel with Agency for any necessary integration.

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency request for information
- Consult with Agency resources to provide technical input and answer technical questions related to the requirements for Accela Civic Platform.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's request for information
- Make available the appropriate Agency users to validate system is setup and available.
- Complete tasks related to setup of VPN tunnel to Accela environment.

Acceptance Criteria:

- Confirmation of ability to log into the Accela Civic Platform software.

## **STAGES 2 & 3 – ANALYSIS AND CONFIGURATION**

To-Be Analysis is comprised of the activities required to define the Accela Civic Platform Solution Foundation for the Agency. The key output of the process is the system tested and accepted system configuration. RedMark will provide professional services to develop the Accela Civic Platform Solution Foundation in accordance with requirements established and agreed upon during the analysis sessions. RedMark will produce a detailed system generated configuration report that represents the entire foundation of the system, for each relevant module. This document will be delivered for review with the completed solution.



The sessions will include detailed information on the Agency's business processes to be configured in the Accela Civic Platform Solution Foundation, including the following topics:

- Process Overview
- Intake Process, user defined and required fields
- Required/Optional Review Tasks
- Issuance requirements
- Inspection Types, scheduling and checklists
- Workflow and processing requirements
- Fee's – types, processing and schedules

The sessions do not include detailed information related to the following deliverables as they are dependent on the completion of the Solution Foundation milestone.

- Deliverable 4: Business Process Validation and Automation

### **DELIVERABLE 3: TO-BE ANALYSIS SESSIONS AND CONFIGURATION**

RedMark will work closely with designated Agency personnel and will conduct analysis sessions to capture the “to-be” required business processes. RedMark will then configure the system and confirm such configuration with Agency personnel.

In conjunction with the Agency representatives, RedMark will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Civic Platform.
- Review the developed business process as a basis for configuration in Accela Civic Platform's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Civic Platform.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review the collected document fees, fee schedules, and collection procedures for each process.
- Review the collected document all required inspections and inspection result options for each type.

RedMark's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:

- To-Be Analysis data gathering activities including workshops, interviews and web conferencing sessions.
- Configuration of the system per Agency personnel specifications.
- System generated Configuration report.

#### RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff in order to understand existing business processes.
- Conduct to-be analysis sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.

#### Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's requests for information.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- Completion of To-Be Analysis Session and Configuration.

## STAGE 4 – BUILD

The Build stage includes data conversions, development of interfaces, development of Accela Event Manager Scripts and custom report development. It comprises all of the additional critical activities outside of solution foundation that has been configured for the Agency. Similar to the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The RedMark team is highly experienced in planning for and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the RedMark team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that RedMark may recommend understanding the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan. Accela provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

RedMark will lead the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

The required data mapping effort will be conducted by RedMark personnel with assistance from the Agency. Once the data mapping has been defined, RedMark will ask that a representative of the Agency sign off on the data maps. RedMark will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. **PLEASE REFER TO [APPENDIX B](#) FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA'S CONVERSION APPROACH.**

## DELIVERABLE 4: BUSINESS PROCESS VALIDATION AND AUTOMATION

During the configuration analysis phase of the implementation project, RedMark will identify opportunities to supplement the Accela Civic Platform base functionality via Event Manager Script Engine (EMSE) script development. RedMark will work with key Agency project stakeholders to identify the business rules/processes to be automated. RedMark will work with Agency to identify desired EMSE functionality, and subsequently will help prioritize the scripting needs to determine which scripts will be developed by RedMark, and which scripts can be developed by the Agency. The scripts developed by RedMark can be used as models whereby agency staff can develop and modify additional EMSE scripts as needed.

Representative examples of business processes that could be automated by a script listed below. Note that the below list is an example list only and not a list of the actual script(s) that will be developed for the project.

- Closing workflows based on inspection results
  - Use Case: Final Inspection is complete, update workflow;
- Automatic assessment of complex fee calculations
  - Use Case: Auto fee calculation, assessment, and invoicing upon application submittal;
- Increment a date based on workflow status change
  - Use Case: Expiration on Permit is made current every time a workflow is updated;
- Preventing inspections based on various criteria
  - Use Case: Depending on workflow / application status, do not allow an inspection to take place.

Prior to the development of a script, the Agency will approve a design specification document that will be created jointly by the Agency and RedMark. The approved document will be used as a basis for determining completion and approval of the deliverable. An allowance of 20 hours has been allocated for Business Process Validation and Automation. Additional scripts required by the Agency can be added through a Change Order.

In terms of specific output, the following will be executed for this deliverable:

- Prioritized list of requirements that require Automation
- Specification documents for each required Automation
- Demonstration of completed Automations in development or test environments per the specifications document(s)

#### RedMark Responsibilities:

- Work with Agency staff to identify potential uses of EMSE scripting.
- Assist with development of list of desired EMSE functionality.
- Aid the Agency in prioritizing which scripts will be developed by RedMark.
- Develop EMSE scripts based on the specifications.
- Demonstrate functionality of scripts per specifications.

#### Agency Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success.
- Identify resources that will learn EMSE scripting tools and approaches for ongoing maintenance.
- Prioritize desired EMSE functionality to determine which scripts RedMark will develop.
- Provide timely and appropriate responses to RedMark's request for information.
- Verify the Event Script Specification meets the intended business requirement.
- Allocate the time for qualified personnel to test the script for acceptance.
- Ensure that the data populates successfully according to the script requirements document.

#### Acceptance Criteria:

- Review and acceptance of design document with written sign-off from the Agency.
- Demonstrate a developed script within the system.

## DELIVERABLE 5: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup and configuration of Accela Citizen Access (ACA) on the Agency Dev or Test site. RedMark will work with the Agency representatives to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Civic Platform configuration for use by the general public.

Features available for configuration include:

- Record Research
- Permit Application and Issuance
- License Renewals
- Inspection Request Entry
- Inspection Results Research
- Status tracking

In terms of specific output, the following will be executed for this deliverable:

- Accela Citizen Access Configuration Specifications Document (MS Word)
- Configure ACA for [List Languages] language versions
- Configuration of Online Record types in Accela Civic Platform
- Accela Citizen Access Admin Training

### RedMark Responsibilities:

- Setup Accela Citizen Access in Dev and Test environments.
- Assist agency in set up and validation of merchant account integration.
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access.
- Create configuration specification for Accela Citizen Access based on analysis with the Agency.
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access.

### Agency Responsibilities:

- Obtain a merchant account, and deploy an internet-enabled payment engine.
- Validate that the configuration specification for Accela Citizen Access meets Agency requirements based on details from the Configuration phase of the project.
- Perform testing of all Online Record types for purposes of validating the configuration.

### Acceptance Criteria:

- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Civic Platform back office configuration.
- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Configuration Specification Document.
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s).

### Acceptance Review Period:

- Three (3) business days

## FINANCIAL INTERFACE

A flat comma or pipe delimited export file will be created that will capture the daily financial transactions. The Agency will manage the internal import of daily financial data into the Agency's current financial system.

## **PAYMENT PROCESSOR**

Agency agrees to use one of the existing and tested payment processors that currently work with Accela. If a custom payment processor interface is required, this will result in a change order.

## **REPORTS**

Reports are defined as anything that can be printed from the system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during configuration analysis. The Accela platform comes with dozens of reports that work out of the box. Agency agrees to utilize these reports for its reporting needs. It is expected that, after the appropriate training on the database and the selected report writing tool is completed, Agency personnel will be able to handle additional and future report requirements. If necessary, up to 8 hours will be dedicated to minor modifications to out of the box reports by RedMark. If additional reports are required from RedMark by the Agency, a Change Order will be required.

## **ACCELA GIS CONFIGURATION (IF NECESSARY)**

RedMark will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system.
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the permit system.
- Auto-populate spatial attributes for a property in forms (including ACA).

During GIS installation, RedMark's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. RedMark technical staff will validate the proper installation and configuration of the Accela GIS environment.

In terms of specific output, the following will be executed for this deliverable:

- Accela GIS installed on Agency server(s)
- Accela GIS Admin Training

### RedMark Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by RedMark and the Agency.
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Civic Platform system.
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes
- Does not include external APO (XAPO).

### Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process.
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide RedMark with network access for remote installation and testing.

- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

Acceptance Criteria:

- Demonstration of operating Accela GIS in test environment.

### **ACCELA MOBILE CONFIGURATION (IF NECESSARY)**

RedMark will configure the Accela Mobile Office application. As part of this deliverable RedMark will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Civic Platform in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode
- Print reports in the field

Analysis activities with the Agency will result in a Mobile Office Configuration Specifications Document. Subsequently, RedMark's staff will extend base configuration of Accela Mobile Office per the Mobile Office Configuration Specifications Document.

In terms of specific output, the following will be executed for this deliverable:

- Accela Mobile Office Configuration Specifications Document
- Demonstration of operation system per Accela Mobile Office Configuration Specifications Document
- Accela Mobile Office Admin Training

RedMark Responsibilities:

- Create configuration specifications for Accela Mobile Office based on analysis with the Agency.
- Configure Accela Mobile Office based on approved specifications document.

Acceptance Criteria:

- The base configuration of Accela Mobile Office in the Development or Test environment is configured as documented in the Accela Mobile Office Configuration Specifications document.

Acceptance Review Period:

- Demonstration of operating Accela Mobile in test environment.

## **STAGE 5 – READINESS**

### **DELIVERABLE 6: ADMINISTRATIVE AND TECHNICAL TRAINING**

RedMark will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Civic Platform configuration. Our aim at RedMark is to educate Agency resources on all aspects of Accela Civic Platform in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following will be executed for this deliverable:

- 1 Core Team Training – 1 day
- 1 Administrator Training – 3 days



- 1 Database Schema (Reports) Training – Half day

RedMark Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:

- Execution of listed training courses

## **DELIVERABLE 7: DAILY USER TRAINING**

This Deliverable includes the delivery by RedMark to Agency of 1 instances of the Daily User Training course (2 days onsite or virtual). Accela best practices have proven that class sizes no larger than 14 participants are more successful with students who meet the pre-requisites of the course. The RedMark Trainer has the right to modify the class size to ensure successful instruction with Agency agreement.

End User Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each System Configuration Document. RedMark recommends that Agency adopt the “80/20 rule” for training, focusing the majority of their training on the 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration.

In terms of specific output, the following will be executed for this deliverable:

- 1 instances of Daily User Training

RedMark Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Provide 1 of Daily User Training.

Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:

- Execution of 1 instances of the End User Training course to the Agency.

## **DELIVERABLE 8: USER ACCEPTANCE TESTING (UAT)**

This deliverable is comprised of the assistance RedMark will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. RedMark will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

RedMark will provide of support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Civic Platform solution are operating properly (i.e., integration testing).

RedMark will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. RedMark will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. RedMark will work with the Agency to develop a test plan and deliver sample test scripts, as well as an issue log to track the progress of testing. It should be noted that RedMark will plan for a total of 2 weeks to complete this deliverable.

If the Agency does not devote adequate time and staffing to UAT in order to completely test the solution, RedMark may opt to postpone go-live at the Agency's expense. RedMark will work diligently with Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

In terms of specific output, the following will be executed for this deliverable:

- Resolution of issues resulting from Agency User Acceptance Testing
- Fully tested system that is ready to move to production for go-live

### RedMark Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Lead the Agency in up to 2 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of User Acceptance Testing activities.

### Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's request for information.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance test scripts.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

### Acceptance Criteria:

- Completion of up to 2 weeks of UAT



## STAGE 6 – DEPLOY

### DELIVERABLE 9 PRODUCTION SUPPORT

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. This date will be agreed to by both RedMark and the Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, RedMark will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

In terms of specific output, the following will be executed for this deliverable:

- Deployment support prior to moving to Production
- Setup of Integration points in Production
- Final Conversion run during cutover
- Accela Civic Platform used in Production environment for Agency daily use

#### RedMark Responsibilities:

- Provide on-site resources to support the move to Production effort.
- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.

#### Agency Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring.
- Provide timely and appropriate responses to RedMark's request for information.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

#### Acceptance Criteria:

- Deployment support prior to moving to Production.
- Production system is first used by the Agency for daily use.

### DELIVERABLE 10: POST DEPLOYMENT SUPPORT AND TRANSITION TO CRC

This deliverable is comprised of the post- Production support assistance that RedMark will provide to address issues and provide consultative advice immediately following the move to Production for daily use. RedMark will provide support for 2 weeks immediately following deployment (go-live).

RedMark will work with the Agency to identify and address issues identified during this period using a Post-Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by RedMark, as well as any other issues that the Agency wishes to track (not RedMark Responsibility). Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform. Specifically, RedMark will not be developing or creating additional reports, conversions, interfaces, record types and workflow processes that were not included in the scope of this project.

At the end of the support period, RedMark will provide a final a final copy of the issue tracker to the customer and disable the list. Additionally a formal meeting will be scheduled with the Agency, RedMark Services Team, and Accela CRC for the purpose of transitioning support of future issues and question from the Agency to Accela CRC.

In terms of specific output, the following will be executed for this deliverable:

- 2 weeks of Post Deployment Support
- Finalized post-production issues list
- Transition of Agency from Services team to Customer Resource Center for ongoing support

RedMark Responsibilities:

- Provide post-production support for RedMark developed configuration and components.
- Assist with the identification of issues for the post-production Issues List.
- Assist with issues that may arise related to the deliverables in this SOW.
- Transfer ongoing support of the client and to the CRC to address any post-production issues that require remediation.

Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring.
- Develop and maintain a post-production Issues List.
- Provide timely and appropriate responses to RedMark's request for information.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

Acceptance Criteria:

- Execution of 2 weeks post-production support.
- Official transfer from the RedMark Services project team to the Customer Resource Center (CRC).

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## PAYMENT SCHEDULE

RedMark and Carahsoft will perform the Services on a Not to Exceed payment basis. Carahsoft and RedMark's total price to perform the Services and provide the Deliverables described in this document is estimated to be **\$30,000.00** exclusive of taxes and expenses. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. RedMark shall not exceed the total estimate amount without the prior approval of Agency and shall not continue to provide services, after the total estimate has been reached, without the prior authorization of Agency. Invoices will be sent after completion and approval of each deliverable described in the deliverable schedule below.

Any amounts remaining on the project when RedMark has completed the scope of this project will not be used for other work without a Change Order delineating the scope.

| Deliverable Summary   | Invoice Amount         |
|---|------------------------|
| Deliverable 1: Project Initiation                             | \$ 1,875.00            |
| Deliverable 2: Accela Civic Platform System Setup             | N/A                    |
| Deliverable 3: To-Be Analysis Sessions and Configuration      | \$ 9,625.00            |
| Deliverable 4: Business Process Validation and Automation     | \$ 2,500.00            |
| Deliverable 5: Accela Citizen Access Configuration            | \$ 2,000.00            |
| Financial Interface   | N/A                    |
| Payment Processor   | N/A                    |
| Reports   | N/A                    |
| Accela GIS Configuration (if necessary)                       | N/A                    |
| Accela Mobile Configuration (if necessary)                    | N/A                    |
| Deliverable 6: Administrative and Technical Training          | \$ 3,000.00            |
| Deliverable 7: Daily User Training                            | \$ 3,000.00            |
| Deliverable 8: User Acceptance Testing (UAT)                  | \$ 2,375.00            |
| Deliverable 9: Production Support                             | \$ 2,500.00            |
| Deliverable 10: Post Deployment Support and Transition to CRC | \$ 3,125.00            |
| <b>Professional Services</b>                                  | <b>\$ 30,000.00</b>    |
| Estimated Travel  | Up to 3 trips included |
| <b>TOTAL</b>  | <b>\$ 30,000.00</b>    |

## EXPENSES

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW that are above and beyond the 3 trips included the above pricing will be billed to Agency, and will require a purchase order. Carahsoft will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls, and telecommunications charges, etc.). RedMark will work with Agency to manage and control its expenses in accordance with agency's travel policy guidelines and will not incur expenses more than the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency. The RedMark PM and Agency PM will set mutually agreed upon thresholds for such line items as: nightly hotel rates, airfare rates, etc. If any project team members travel is required to exceed those thresholds at any time, the RedMark PM and Agency PM will mutually be required to approve such travel costs prior to project team members booking that travel. Total estimated expenses are based on past RedMark engagement experience.

**CONTRACT SUM**

The total amount authorized under this Agreement for Services and Expenses is therefore **\$30,000.00** excluding taxes if applicable.

**TERMS**

The pricing and terms of this proposal are valid until **May 31, 2022**. If this Statement of Work is accepted after this date all pricing and terms may not be valid.

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## PROJECT ASSUMPTIONS

- Agency and RedMark will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Agency shall provide the necessary tools, accounts, and permissions that will enable RedMark to access the Agency's internal network for the purpose of remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency agrees during the Initiation Phase of the project to assign a single designated approver for each major project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to RedMark a minimum of one month before a deliverable is due.
- During onsite visits, Agency will provide workspace for RedMark Services for work completed on Agency premises.
- RedMark will implement the most current version of Accela Civic Platform at the time of the contract signing. In the case of self-hosted customers, if Agency chooses to upgrade the system at any time after initial system installation has been completed, additional costs will be incurred and managed via a Change Order.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- If applicable, Agency will ensure that RedMark resources have access to a Development or Test version of the 3<sup>rd</sup> party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> party system.
- Agency will provide/purchase/acquire the appropriate hardware, software, and infrastructure assets to support all required Accela software products in both support/testing and production environments as defined in the project schedule.
- For use with Accela Citizen Access, Agency will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- Agency is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.
- RedMark will be responsible for implementing a functioning version of the application software at the Agency (assuming the Agency has installed the proper hardware, software, and networking devices).
- RedMark will provide the Agency with a Bi-Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- If applicable, Agency will provide RedMark with access to test and development environments for each Agency system that requires integration with Accela Civic Platform.
- RedMark personnel will attend Agency executive steering committee meetings as needed.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, RedMark and Agency will escalate accordingly.

## PROJECT RESOURCES AND LOCATION OF WORK

### WORK LOCATION

Services contracted under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

## AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the RedMark Engagement Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

| Agency Resources   | Description   |
|--|---|
| <b>Project Sponsor</b>                                   | Responsibilities include: <ul style="list-style-type: none"> <li>• Ultimate responsibility for the success of the project,</li> <li>• Creating an environment that promotes project buy-in,</li> <li>• Driving the project through all levels of the agency,</li> <li>• High-level oversight throughout the duration of the project,</li> <li>• Serving as the primary escalation point to address project issues in a timely manner.</li> </ul>  |
| <b>Project Manager</b>                                   | Responsibilities include: <ul style="list-style-type: none"> <li>• Overall administration, coordination, communication, and decision-making associated with the implementation;</li> <li>• Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the agency;</li> <li>• Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.</li> </ul>   |
| <b>Division/Departmental Business Leads</b>              | A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: <ul style="list-style-type: none"> <li>• Attending requirements workshop sessions;</li> <li>• Willing and able to gather data and make decisions about business processes;</li> <li>• Assist in the creation of specifications for reports, interfaces &amp; conversions</li> <li>• Review and test the system configuration;</li> <li>• Participating in the implementation of the Accela Civic Platform solution.</li> </ul> |
| <b>Division/Departmental Subject Matter Expert (SME)</b> | Responsibilities include: <ul style="list-style-type: none"> <li>• Being trained on the Accela Civic Platform system at a System Administration level;</li> </ul>   |

|                       |  |
|-----------------------|--|
|                       | <ul style="list-style-type: none"> <li>• Being fully engaged in the Business Analysis and system configuration activities;</li> <li>• Assist internal efforts towards the creation of reports, interfaces &amp; conversions;</li> <li>• Assist in the review and testing of the system configuration;</li> <li>• Actively participate in the full implementation of the Accela Civic Platform solution.</li> </ul>   |
| <b>Technical Lead</b> | <p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Primary responsibility for the technical environment during the software implementation;</li> <li>• Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards;</li> <li>• Work with RedMark technical personnel during implementation;</li> <li>• Maintain test and production databases;</li> <li>• Perform day-to-day maintenance of the system and install maintenance releases;</li> <li>• Act as the primary technical resource for troubleshooting problems;</li> <li>• Establish and maintain backup, archival, and other customary maintenance and housekeeping activities.</li> </ul> |

## REDMARK RESOURCES

RedMark will assign key Professional Services resources for this engagement with Agency. These individuals are well versed in the Accela Civic Platform application and are well qualified to lead this effort. RedMark's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Agency resources assigned to the effort. The main roles are as follows:

| RedMark Resources        | Description   |
|--------------------------|---|
| <b>Project Executive</b> | The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.  |
| <b>Project Manager</b>   | <p>The RedMark Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:</p> <ul style="list-style-type: none"> <li>• Project plan management,</li> <li>• Change order management,</li> <li>• Issue log management and escalation,</li> <li>• Status reporting,</li> <li>• Project workspace management,</li> <li>• Resources management,</li> <li>• Work plan management,</li> <li>• Meetings management,</li> </ul> |



|   |  |
|---|--|
|   | <ul style="list-style-type: none"> <li>Project review with Project Executive.</li> </ul> <p>In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.</p>  |
| <b>Senior Implementation Consultant</b> | <p>The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none"> <li>Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design,</li> <li>Leading system configuration activities,</li> <li>Providing training/mentoring to agency staff,</li> <li>Recommend industry best practices to agency to enhance business processes,</li> <li>Guide agency on how best to configure the system based on past experiences and software expertise.</li> </ul> |
| <b>Implementation Consultant</b>        | <p>Implementation Consultant resources support the project and typically focus on the following tasks.</p> <ul style="list-style-type: none"> <li>The configuration of the system to match the System Configuration document.</li> <li>Build activities within the project, such as conversion data mapping, creation of reports and interface specification.</li> </ul>   |
| <b>Technical Consultant</b>             | <p>RedMark Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as:</p> <ul style="list-style-type: none"> <li>Application installation and setup (Accela Civic Platform, Accela GIS, Accela Mobile Office, and Accela Citizen Access),</li> <li>Report definition and creation,</li> <li>Event Manager Script definition and programming,</li> <li>Database Conversions and data mapping assistance,</li> <li>Interface specifications and development.</li> </ul>  |
| <b>Training Consultant</b>              | <p>Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.</p>  |

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**ACCEPTANCE**

The Services contracted for in this Statement of Work will be considered Accepted when all Deliverables defined in the Work Description Section have been accepted by Agency as defined for each Deliverable. Additionally, transition to Accela's Customer Service Center, CRC has been completed. The live system has been handed over to the CRC and the transfer of knowledge from the Project Team to the CRC has also been completed. All training has concluded, and project documentation has been handed over to the CRC.

| Accepted By: Town of Kenneth City, FL | Accepted By: Carahsoft |
|---------------------------------------|------------------------|
| By:                                   | By:                    |
| Print Name:                           | Print Name:            |
| Title:                                | Title:                 |
| Date:                                 | Date:                  |

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## APPENDIX A - ACCELA IMPLEMENTATION METHODOLOGY

RedMark will deliver its Services to the Agency by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below.

### IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Methodology



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that RedMark and the Agency understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

### INITIATION

**Initiation** represents the first stage in the lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed. In terms of specific deliverables, common output from the Initiation Phase is as follows:

- Project Charter,
- Baseline Project Plan,
- Project Status Report Template,
- Project SharePoint Site pre-loaded with baseline documentation,
- Project Initiation Meeting.

### TO-BE ANALYSIS

**To-Be Analysis** is the second stage in the lifecycle. During the Analysis stage, RedMark reviews existing agency documentation, interviews agency staff, and conducts workshops to understand the "To-Be" vision of the Agency that can be executed with the aid of Accela Civic Platform. It is during this Phase that RedMark gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and Accela Civic Platform capabilities. A key output of this Phase is the To-Be Analysis Document(s) which serve as the 'foundation' for configuration of Accela Civic Platform to support germane elements of the Agency "To-Be" vision. Supplementing the To-Be

Analysis Document(s) are all other configuration specifications documents related to data conversion, interfaces, reports, and event scripts.

### SOLUTION FOUNDATION

**Solution Foundation** is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Civic Platform will be built to match the to-be processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc.) types that were agreed to during the Analysis phase. Configuration of in-scope record types is comprised of, but not limited to:

- User-defined fields (Application-Specific Information and Task-Specific Information),
- Workflows and statuses,
- Fee structures and rules,
- Inspection data.

### BUILD

**Build** serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the Solution Foundation will be implemented. This includes conversions, event scripts, interfaces and reports. In terms of specific deliverables, common output from the Build Phase is as follows:

- Event Script Development,
- Report Specifications and Development,
- Data Conversion Specifications and Development,
- Interface Specifications and Development.

### READINESS

**Readiness** is the fifth stage in the lifecycle. During the Readiness stage Accela Civic Platform is fully tested, errors are identified, documented and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs. In terms of specific deliverables, common output from the Readiness Phase is as follows:

- User Acceptance Testing,
- End-User Training.

### DEPLOY

**Deploy** is the sixth and final stage in the lifecycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked and completed, and post-production analysis and review is completed. Upon moving to production, the Accela Civic Platform applications are transitioned to the Accela Customer Resource Center ("CRC") for ongoing support. A formal transition will occur between the Services team and the CRC that instructs the agency on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center. In terms of specific deliverables, common output from the Deploy Phase is as follows:

- Pre-Production Checklist Development, Tracking and Execution,
- Move to Production,

- Post-Production Analysis,
- Formal Transition to the CRC for Ongoing Support

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## APPENDIX B – DATA CONVERSION ASSUMPTIONS (IF APPLICABLE)

The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed through a change order for RedMark services.

### GENERAL INFORMATION AND REQUIREMENTS FOR HISTORICAL CONVERSIONS

- The standard data conversion includes the conversion of transactional data to the Accela Civic Platform database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- RedMark will perform unit testing of the conversion program including spot checks of the data within Accela Civic Platform in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before RedMark will begin the data conversion mapping effort.

### DATA CONVERSION ASSUMPTIONS

- **“As-Is” Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed “As-is” into Accela Civic Platform. “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Civic Platform. The conversion process will not create configuration data or alter the mapped data when processed into Accela Civic Platform. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Civic Platform “As-Is”. Invalid data may be rejected by the loading process and tools, in which case said data would not be loaded into or available to view on Accela Civic Platform. All data cleanup must occur prior to execution into Accela Civic Platform.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela's Extract, Translate and Load (“ETL”) toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Civic Platform solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats For Historical Conversion:** It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format. In the event that the source is not in an acceptable format, RedMark will provide recommendations for transposing the data in the proper format.
- **Acceptable Data Formats For Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, RedMark will provide recommendations for transposing the data in the proper format.
- **Documents:** Historical/Legacy data conversion does not include the conversion of attached documents. If conversion of documents is required, this will be priced as a separate effort. If requested, the documents will be converted to the configured primary electronic document management system (EDMS). See [Standard Document Migration](#) for additional details. Documents Data Conversions are considered separate and standalone conversion efforts for each source of documents, and are therefore counted individually, even if the documents are part of a system that is already accounted for as being converted into Accela Civic Platform.

**STANDARD DOCUMENT MIGRATION**

The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Civic Platform EDMS systems. In the event a 3<sup>rd</sup> party EDMS is used by Accela Civic Platform, it is still possible to convert documents if the 3<sup>rd</sup> party interface supports the create method.

At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database they must be extracted into a windows file system prior to be evaluated for conversion.

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## APPENDIX C – DELIVERABLES ACCEPTANCE FORM (SAMPLE)

Please acknowledge acceptance by:

A

Sign and fax this document to:

RedMark Technologies, LLC.

YOUR NAME

YOUR TITLE

**Tel:**

**Fax:**

B

Email this document as an attachment to:

**YOUR EMAIL**

OR

|                           |  |
|---------------------------|--|
| Date:                     |  |
| Agency Name:              |  |
| Approving Agency Manager: |  |
| RedMark Manager:          |  |
| Project Name / Code:      |  |
| Contract / Agreement #:   |  |

*Agency agrees that RedMark has successfully completed the following Deliverables:*

| Deliverable # | Source / Reference Details |  |
|---------------|----------------------------|--|
|               | Service Agreement          |  |

*Agency agrees that RedMark has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.*

APPROVALS:

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN

6000 54th Avenue North - Kenneth City, Florida 33709

Phone : (727) 498-8948 | Fax : (727) 498-8841

town57@kennethcityfl.org | www.kennethcityfl.org

March 24, 2022

Ray Eubanks, Plan Processing Administrator

Florida Department of Economic Opportunity

Bureau of Comprehensive Planning

Caldwell Building – MSC 160

107 East Madison Street Tallahassee, FL 32399-4120

Re: Town of Kenneth City and Appraisal Notification Letter

Dear Mr. Eubanks:

Pursuant to the requirements of Section 163.3191, Florida Statutes (F.S.), on February 15, 2022, the Kenneth City Town Commission authorized the transmittal of this notification letter as set forth herein.

*The Town of Kenneth City Comprehensive Plan*, as adopted by Ordinance No. 560 on May 14, 2008, will be reviewed relative to changes in state requirements in Chapter 163, Part II, F.S., since the last update of the comprehensive plan. Amendments determined by the Town to be necessary or desirable include:

1. Adopt the Property Rights Element, pursuant to Section 163.31677(6)(i), F.S;
2. Update the Five-Year Schedule of Capital Improvements to show project funding status and level of funding priority, pursuant to Section 163.3177(3)(a), F.S.;
3. Add policies in Transportation Element addressing improvements and safety considerations for recreational traffic circulation, pursuant to Section 163.3177(6)(b), F.S.;
4. Remove references in Infrastructure Element amending the comprehensive plan within 18 months of the regional water supply plan. Per the criteria in Section 163.3177(6)(c)4., F.S., the Town of Kenneth City is not required to prepare a water supply facilities work plan;
5. Replace references in Intergovernmental Coordination Element from “voluntary” dispute resolution processes to “mandatory” dispute resolution process”;
6. Remove references to special districts and independent special district facility reports in Intergovernmental Coordination Element that are not relevant to the Town’s comprehensive plan;



7. Remove coordination provisions for transportation concurrency and delete references related to the Town's transportation concurrency. The Town intends to repeal its transportation concurrency requirements and instead adopt a mobility fee structure, pursuant to Section 163.3180(5)(i), F.S.;
8. Identification of local needs for transportation, recreation and other infrastructure enhancement, consistent with relevant sections of Florida State Statutes;
9. Delete obsolete data and analysis throughout the plan, and provide updated data as needed to serve as a basis for future land use map amendments pursuant to Section 163.3177(6)(a), F.S.;
10. Update the Future Land Use Element as needed to maintain consistency with *The Countywide Rules*, pursuant to Chapter 2012-245, Laws of Florida; and
11. Update references and terminology as needed to reflect current statutory language.

Thank you for your consideration. Please let me know if anything further is needed to comply with the EAR Notification Letter process, and I will be happy to work with you to resolve any such matter as may be necessary.

Sincerely,



Peter Cavalli  
Town Manager

cc: Robert Howell, Mayor  
Ana Cabezas, Town Clerk  
Randy Mora, Town Attorney

# TOWN OF KENNETH CITY

## A SAFE, FRIENDLY SMALL TOWN

---



TO: Mayor and Council  
FROM: Pete Cavalli, Town Manager  
DATE: April 13, 2022  
RE: Solid Waste and Recycling Collection Services (RFP # 2022 - 001)

### Summary

The Town's Solid Waste and Recycling Collection Services Contract with Waste Connection expires on May 1, 2022. Therefore, the Town initiated Request for Proposal, RFP # 2022 - 001 to select the Town's Contractor for the period of Five (5) years, with extension options.

At this point, all submittals have been received, reviewed by a committee of four, and a recommended ranking provided to Town Council herein for a final selection to be made as described in the RFP's Instruction to Bidders.

Following the selection of the Contractor, the Town Manager also requests Town Council approval to negotiate the required agreement with the Town Council-selected contractor.

The committee's recommended rankings are listed in order: 1) Waste Pro, 2) Waste Connections, and 3) Waste Management.

### Discussion

The Town's current contract, and related extensions, for Solid Waste and Recycling Collection Services end on May 1, 2022.

Town Staff went through an RFP process to select a contractor to provide Solid Waste and Recycling Collection Services for the following five years (with extension options).

The process led to three contractors submitting a proposal packet. These were (in alphabetical order) Waste Connections (Our Current Contractor), Waste Management and Waste Pro.

The RFP Instruction to Bidders state that **"The committee will recommend a ranking to the Town Council, which will make all final ranking and selection decisions"**

The committee of four Town Staff reviewed the proposals independently, scored the submittals as stated in the RFP Instructions to Bidders, and these scores were tabulated and ranked. The committee ranks Waste Pro as its first selection; Waste Connection second; and Waste Management as its third.

|                         | Cumulative Score | Average |
|-------------------------|------------------|---------|
| <b>Waste Pro</b>        | 394              | 98.5    |
| <b>Waste Management</b> | 340              | 85.0    |
| <b>Waste Connection</b> | 328              | 82.0    |

The committee's recommended ranking does come with a few notes. Waste Pro submitted a monthly Residential Rate that was \$.61 more a month. The submitted amounts are listed below.

**Residential Services came in at the following rates on a monthly basis**

|                   |                                    |
|-------------------|------------------------------------|
| Waste Pro         | \$21.86 2nd - \$.61 more than WC   |
| Waste Management  | \$31.27 3rd - \$10.02 more than WC |
| Waste Connections | \$21.25 1st - N/A                  |

**Extended Monthly Costs (1083 residential accounts)**

|                   |                           |                          |
|-------------------|---------------------------|--------------------------|
| Waste Pro         | \$21.86 2nd - \$23,674.38 | \$660.63 more than WC    |
| Waste Management  | \$31.27 3rd - \$33,865.41 | \$10,851.66 more than WC |
| Waste Connections | \$21.25 1st - \$23,013.75 | N/A                      |

**Other Factors of Note**

- Recommendations and discussion with references were outstanding from Waste Pro's municipal clients.
- Commercial Bulk Pickup costs:
  - Waste Pro is \$25.00/cubic yard;
  - Waste Management submitted \$100/occurrence; and
  - Waste Connections submitted \$30.00/item.

*The committee felt that the \$25.00/cubic yard provided by Waste Pro was the fairest.*

- Waste Pro's special events and community involvement-focus was highlighted in both their submission and the recommendations from local municipalities.
- Both Waste Management and Waste Pro had technology that simplified the transition, operations, customer service, and billing.

While the above highlight a few items of note, the Town Council was provided access to the complete submittals of the three submissions and provided to the Councilmember based on their preference (email, come to Town Hall to review, obtain a physical copy, etc).

These submittals are provided in their entirety to assist in the Town Council in their final selection of the Contractor. For reference, Tab 7 is where the costs are provided by the contractors.

### **Financial Impact**

This Agreement for Solid Waste and Recycling Collection Services does not have a financial impact to the Town based on 1) there is no franchise fee received by the Town 2) the services to Town facilities and events are included into the overall cost of services paid by the businesses and residents of the Town of Kenneth City and 3) billing is collected by the Contractor directly by the resident/business.

### **Conclusion**

The Town Manager respectfully requests Town Council for its final selection of the Solid Waste and Recycling Collection Services contractor and approval for the Town Manager to enter into negotiations with the selected contractor resulting in the Final Contract for Solid Waste and Recycling Collection Services.

# TOWN OF KENNETH CITY

## A SAFE, FRIENDLY SMALL TOWN

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TO: Mayor and Council  
FROM: Pete Cavalli, Town Manager  
DATE: April 13, 2022  
RE: Finance and Accounting Service Contract – Andy Tess, CPA

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### Summary

Town Management has re-worked an Agreement with Andrew Tess, CPA to provide Finance and Accounting Services for the Town at a cost of \$53,560 annually, with a 3% escalation clause and a termination clause consisting of a 60-day notice by either party.

### Discussion

Town Management has worked with Andy Tess to determine the needs of the Town and have mutually agreed to the following scope of services to be presented to Town Council. This work is to be performed for a compensation of \$53,560 annually.

This re-working of our Agreement amounts to a reduction of 20.3% effective immediately following Town Council approval.

Town Management feels this provides the Town with the greatest flexibility, impact and cost-effectiveness to fill the demand of the Town as it relates to Finance and Accounting Services. Furthermore, the current needs of the Town include working within highly specialized areas such as American Rescue Plan Act Reporting, Grant Management, and Integration with new IT systems. Staff feels that this agreement provides for and satisfies the Town's needs.

### SCOPE OF SERVICES

- A. Consultants will post all income and expense transactions into the accounting software.
  - 1. Town staff will be responsible for all invoices being approved and coded to expense accounts prior to processing. Town staff will be responsible for finalizing checks (i.e. signing and mailing) after processing.
  - 2. Town staff will be responsible for preparing the bank deposits and summarizing the cash receipt information to enable Consultants to post into the accounting records.
- B. Consultants will reconcile all bank and investment accounts each month. Monthly financial statements will be provided to management.
- C. Town staff will process all bi-weekly payrolls via operative third party platform (presently CentrallyHR).
  - 1. Consultants will post payroll and pension transactions into the accounting software but will not audit the accuracy of the payroll records.
  - 2. Each department will be responsible for proper oversight and accuracy of that departments' time records.
- D. Consultants will assist Town staff with the preparation and filing of requisite compliance and regulatory

reports, to include American Rescue Plan Act (ARPA) and any state or federal grant submissions.

- E. Consultants will maintain audit files and assist with annual audit examination, to include corresponding with the auditor as directed by the Town Manager or his/her designee.

Consultants will not be required to attend workshops or Council meetings. An additional fee would be charged for any other services beyond the scope of agreed upon services. This additional fee will be charged at a rate of \$100.00 per hour.

The Town Manager performed a regional survey to see what the current pay is for municipal government employment (similar job descriptions and high level of responsibility), as well as what is currently being advertised in recruitment efforts:

- The salary range for the City of Seminole's Senior Accountant is \$57,936.52 to \$86,904.79.
- City of Gulfport reported the following: Finance Director, CPA, \$109,842.72; Accounting Manager, \$65,145.60; Sr. Accountant, \$53,836.64.
- City of Belleair Beach reported that their CPA is paid \$58,350.
- The City of Treasure Island's Finance Director (CPA) \$94,328; Assistant Finance Director, \$77,667; Fiscal Analyst, \$55,995; Account Specialist, \$42,328.

AND

- Town of Largo is looking for an Assistant Finance Director, advertised at a pay range of \$74,318.40 to 85,466.16 (hiring range) \$74,318 to 118,893 (Salary Range). Minimum Requirements of Education – Bachelor's Degree in Accounting and 5 years progressively responsible accounting experience.
- Pasco Sheriff's Office is looking for an Assistant Finance Manager at a cost of \$55,117.40 to \$63,385.01 annually.

\*These figures do not include the actual financial impact, close to an additional 30%.

Another reason the Town Manager recommends we continue our relationship with Andy Tess, CPA is that he brings a vast amount of municipal government experience, he carries with him institutional knowledge specific to Kenneth City and there has been notable continuous improvement in the areas of finance since he has come to work for the Town.

Furthermore, he will be working with us as we integrate our current systems with the Accela IT System, begin to accept credit card payments, and improve our reporting to Council.

### **Financial Impact**

The Agreement's calls for a weekly amount of \$1030 for an annual contract amount of \$53,560 with an annual increase of 3%. The agreement has a termination clause provided there is a 60-day notice provided.

### **Conclusion**

The Town Manager respectfully requests authorization of Town Council to enter into negotiations with Andrew Tess, CPA to continue to provide Accounting and Finance Services.



## Andrew Tess, CPA

Address: P.O. Box 7488 • Clearwater, FL 33758  
Phone: (727) 560-5663 • E-Mail: 1040.tess@gmail.com

## Heather Guadagnoli, CPA

Address: P.O. Box 7488 • Clearwater, FL 33758  
Phone: (727) 686-2568 • E-Mail: heatherbell.cpa@gmail.com

Date: 4/01/2022

Town Council  
Town of Kenneth City  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709

Dear Town of Kenneth City:

Thank you for the opportunity to assist the Town of Kenneth City (the Town). Below I have summarized the services to be provided to the Town by our firm (the Consultants).

### I. SCOPE OF SERVICES

- A. Consultants will post all income and expense transactions into the accounting software.
  - 1. Town staff will be responsible for all invoices being approved and coded to expense accounts prior to processing. Town staff will be responsible for finalizing checks (i.e. signing and mailing) after processing.
  - 2. Town staff will be responsible for preparing the bank deposits and summarizing the cash receipt information to enable Consultants to post into the accounting records.
- B. Consultants will reconcile all bank and investment accounts each month. Monthly financial statements will be provided to management.
- C. Town staff will process all bi-weekly payrolls via operative third party platform (presently CentrallyHR).
  - 1. Consultants will post payroll and pension transactions into the accounting software but will not audit the accuracy of the payroll records.
  - 2. Each department will be responsible for proper oversight and accuracy of that departments' time records.
- D. Consultants will assist Town staff with the preparation and filing of requisite compliance and regulatory reports, to include American Rescue Plan Act (ARPA) and any state or federal grant submissions.
- E. Consultants will maintain audit files and assist with annual audit examination, to include corresponding with the auditor as directed by the Town Manager or his/her designee.

Consultants will not be required to attend workshops or Council meetings. An additional fee would be charged for any other services beyond the scope of agreed upon services. This additional fee will be charged at a rate of \$100.00 per hour.

### II. MANAGEMENT RESPONSIBILITIES

Town management has the following responsibilities that are fundamental to our undertaking of this engagement:

- A. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- B. The design, implementation and maintenance of internal controls relevant to the preparation of the financial statements that is free from material misstatements, whether due to fraud or error.
- C. The prevention and detection of fraud. Consultants will inform Town of any material errors, fraud, or other illegal acts Consultants discover.
- D. To ensure that the Town complies with the laws and regulations applicable to its activities.
- E. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, Town provides for this engagement.
- F. To provide Consultants with:
  - 1. Access to all information of which Consultants are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - 2. Additional information that Consultants may request from Town for the purpose of this engagement.

3. Unrestricted access to persons within the Town of whom Consultants determine to be necessary to make or resolve inquiries.
- G. Town is responsible for all management decisions and responsibilities and for designating an individual with the suitable skills, knowledge, and experience to oversee our services. Town is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### III. OTHER RELEVANT INFORMATION

Services will begin as of April 1, 2022, and automatically renew annually with a starting weekly contract amount of \$1,030 for an annual contract amount of \$53,560 with an annual increase allotment of 3%. The fee is based upon anticipated cooperation with Town personnel. If significant additional time is necessary, Consultant will discuss it with Town Management and arrive at a new fee estimate. If additional services are required beyond those described herein, a standard hourly fee of \$100 will be charged. The Consultants may take up to 3 weeks leave during the annual contract term. If on leave, the Consultants agree to coordinate with the Town and any third party, as necessary, to ensure there is no interruption to the services contemplated herein. Consultants' leave shall not reduce or release the Town from remitting the agreed-upon compensation in this agreement. Management will be made aware of any time consultants will not be available. This agreement can be terminated with 60 days written notice by either party.

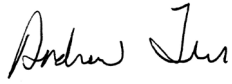
### IV. PUBLIC RECORDS

- A. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-498-8948, [cabezasa@Kennethcityfl.org](mailto:cabezasa@Kennethcityfl.org), or 6000 54<sup>th</sup> Ave. N, Kenneth City, FL 33709.**
- B. Owing to this Agreement with a public entity, Consultant agrees to:
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 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.



We appreciate the opportunity to be of service to the Town of Kenneth City and believe this letter adequately summarizes the significant terms of services to be provided. If Town acknowledges and agrees with the terms of services to be provided, please sign in space indicated below and return a copy to me.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Tess".

---

Name

Title

Date

Andrew Tess, CPA

**TOWN OF KENNETH CITY**  
**FAQS RE: PARKING AND VEHICLE REGULATIONS**

In July 2020, the Town Council of the Town of Kenneth City adopted Ordinance 2020-654, amending Chapter 54 of the Town's Code of Ordinances regulating vehicles and parking. Below is a summary of some of the notable provisions within Chapter 54. This document is offered as a reference point and does not supplant or override the plain text of the Town's ordinances.

- **Can I park on the grass of a residential property in Kenneth City?**

No. Chapter 54 prohibits any vehicle from being parked on the grass or soil in the front or side yard of a residential property. Chapter 54 prohibits recreations vehicles from being parked on any grass surface or other unpaved area zoned for any use. *See: §§ 54-111(1)(j), 54-172, & 54-173.*

- **Can I park on the street in front of a residential property in Kenneth City?**

Yes. Vehicles are generally permitted to park in the roadways in the Town's residential districts, subject to a series of other restrictions. *§ 54-111(3).*

A vehicle cannot be parked on a roadway in front of a residential property if:

- there is posted signage authorized by the Town Manager, or his/her designee, establishes otherwise. *§ 54-111(3)*
- the vehicle is parked on a two-way roadway but the passenger-side wheels are not parallel to and within twelve-inches of the right-hand curb or edge of the roadway. *§ 54-111(3)*
- it is alongside or opposite any street excavation or construction when stopping, standing or parking would obstruct traffic. *§ 54-111(1)(e).*
- it is displaced from the driveway to the roadway by a recreational vehicle. *§ 54-111(1)(k).*
- it is in a roadway for the principal purpose of displaying the vehicle for sale. *§ 54-111(4).*

- **What is considered a permissible driveway for a residential property in the Town?**

A driveway must be constructed of concrete, asphalt, rock pavers, or materials such as stone, rock, shale, gravel, shell, or similar material which permeates water into the underlying natural surface and which is properly contained to prevent the composition materials from being washed away. *§ 54-110.*

The Town is working to bring its Land Development Code (the "LDC") into alignment with the more recent amendments to Chapter 54. According to the LDC a residential property is required to provide a minimum of two spaces for each dwelling unit. *§ 66-39(1)(a).* The LDC requires that a residential driveway be paved with either asphalt or concrete. *§ 66-39(1)(a).*

The permissible dimensions for a residential driveway are set forth in detail in Section 66-111 through 66-120 of the LDC.

- **How does the Town of Kenneth City's Code of Ordinances define a recreational vehicle?**

The definition of a recreational vehicle is broad and extends to various classes of recreational crafts and vehicles. *§ 54-171.*

The term "recreational vehicle" includes: RVs/Campers, boats, trailers, mini-motor homes, chassis, and unmounted aquatic vehicles. *§ 54-171.*

- **Where can I park a recreational vehicle on my residential property?**

Regardless of the location, all recreational vehicles must be parked in a driveway. § 54-172. For purposes of this provision, a driveway is defined as “a pathway on residential or commercial property which is designed and intended to be used to park motor vehicles or other vehicles generally used to travel on public roads or streets.” § 54-110. Recreational vehicles cannot be parked on a grass surface, other unpaved area, or in the right-of-way adjacent to any home. § 54-172 (a).

Those attempting to park a recreational vehicle on a residential property have a few options. First, a recreational vehicle can be parked within any enclosed building or structure. § 54-173(1). Second, a recreational vehicle can be parked in the rear of any residential structure. § 54-173(2). Third, a recreational vehicle can be parked on a driveway in the front of a residential structure. § 54-173 (3). Recreational vehicles parked in front of a home must be parked perpendicular to the frontage of the residence or building, and on a properly permitted driveway. § 54-172 (c). A recreational vehicle parked in front of a residence cannot block any portion of a sidewalk or extend into a roadway. § 54-173(3).

- **Am I permitted to live in a recreational vehicle parked on my property?**

Any stored or parked recreational vehicle cannot be occupied as living quarters or used for the purposes of activities normally conducted in a residence. § 54-174(a) .

- **How long can I park an RV on a residential property for the purposes of loading and unloading?**

A recreational vehicle can be stored or parked on a lot for the sole purpose of loading or unloading, for a period not to exceed 24 hours. § 54-173(5).

- **How long can I park an RV on a residential property for the purpose of conducting repairs?**

If stored in the rear of a residential lot for up to sixty (60) days, for the purpose of repair or other work upon the vehicle. § 54-174(b)

- **What is the maximum number of permissible recreational vehicles on a residential property?**

One recreational vehicle is permitted within any driveway. § 54-172(d). The means by which the Town’s Code is enforced relative to the permissible number of recreational vehicles is set forth in internal administrative guidance. *See Appendix A.*

- **What is the maximum permissible size for a vehicle or recreational vehicle?**

No vehicle parked on a residential property shall exceed 23 feet in length or 10,000 pounds. § 54-113 (b)

No recreational vehicle parked on a residential property shall exceed 30 feet in its rated or model length. § 54-113(c)

- **How does the Town measure the size of a recreational vehicle?**

The precise method for measuring the size of a recreational vehicle, whether mounted or unmounted, is not set forth in the Town’s Code of Ordinances. The means by which the Town’s Code is enforced relative to measurements is set forth in internal administrative guidance. *See Appendix A.*

- **What is the penalty for violating the parking and vehicle restrictions set forth in Chp. 54?**

On July 22, 2020, the Town Council adopted Resolution 2020-05 setting forth the schedule of fines and fees for violating the Town's Code of Ordinances. On Page 11 of Exhibit A to the Resolution there is a schedule of fines related to parking. Parking a vehicle or recreation vehicle exceeding the maximum size or weight dimensions is a Class III violation, subjected to a fine of \$130, with variable costs depending on whether or not the violation is contested. Parking in violation of a disabled parking permit restriction is \$250. All other parking and traffic violations relating to Chapter 54 are subject to a fine of \$30.00.

Recreational Vehicle 54-171(a) and 54-113(c) not to extend more than 30' feet



Recreational Vehicle 54-171 (a)(c) and 54-113 (c) not to extend more than 30' feet



Recreational Vehicle 54-171 (b) and 54-113 (c) not to extend more than 30' feet



Recreational Vehicle 54-171 (a) and 54-113 (c) not to extend more than 30' feet



Recreational Vehicle 54-171 (b) and 54-113 (c) not to extend more than 30' feet



Recreational Vehicle 54-171 (a)(h) and 54-113 (c) not to extend more than 30' feet



Recreational Vehicle 54-171 (a)(h) and 54-113 (c) not to extend more than 30' feet





Recreational Vehicle 54-171 (h) and 54-113 (c) not to extend more than 30' feet



Recreational Vehicle 54-171 (h) and 54-113 (c) not to extend more than 30' feet

Considered ONE unit





Recreational Vehicle 54-171 (h) and 54-113 (c) not to extend more than 30' feet

Consider ONE unit



Recreational Vehicle 54-171 (h) and 54-113 (c) not to extend more than 30' feet

Considered ONE unit



Recreational Vehicle 54-171 (h) and 54-113 (c) not to extend more than 30' feet

Considered ONE unit



Considered ONE unit



## **RESOLUTION NO. 2020-05**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF KENNETH CITY, FLORIDA, AMENDING THE UNIFORM FINE SCHEDULE FOR TRAFFIC AND VEHICLE VIOLATIONS OF CHAPTER 54 OF THE CODE OF ORDINANCES OF THE TOWN OF KENNETH CITY; PROVIDING FOR CIRCULATION TO TOWN DEPARTMENTS; PROVIDING FOR FUTURE REVISION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town's Code of Ordinances establishes various restrictions and regulations with regards to traffic and parking within the Town; and

**WHEREAS**, Section 1-15 of the Town's Code provides the general penalty for a violation of the Code, where no specific penalty is identified in the Town's Code, shall be by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment; and

**WHEREAS**, the Town Council and Town Manager desire to provide more guidance and structure to the discretion afforded to those lawfully authorized officials citing the Town's residents for code violations, when determining the precise fine correlating to individual violations; and

**WHEREAS**, Pinellas County and several other municipalities in Pinellas County utilize a Uniform Fine Schedule, dividing individual violations into separate classes with varying corresponding fines; and

**WHEREAS**, the Town Council finds that it is in the interest of the public's health, safety and wellness to uniformly apply its code of ordinances and relevant statutes and facilitate the enforcement thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KENNETH CITY, FLORIDA:**

**Section 1.** The fines for individual violations of the Town's Code of Ordinances and other applicable laws shall be governed by the Schedule at the time of adoption of this resolution as appended here as **Exhibit A**.

**Section 2.** Any future revision to the Class Designation of any violation already existing at the time of enactment of this Resolution shall be done by future resolution of the Town Council.

**Section 3.** The clerk is hereby directed to circulate this Resolution to all Town Departments responsible for enforcing the Town's code provisions and citing violations thereof.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020, by the  
Town Council of the Town of Kenneth City, Florida.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

**TOWN OF KENNETH CITY  
UNIFORM FINE SCHEDULE**

**Please note that the Roman numerals after each entry indicate the class (I-V) in which the violation falls for purposes of assessing the appropriate fine, unless otherwise specified in the Town's Ordinances.**

**ADVERTISING & SIGNS:**

■ *HANDBILLS:*

Unlawful distribution on private property (IV)  
Unlawful distribution in a public place (IV)  
Unlawful placing in or upon vehicles (IV)

■ *SIGNS:*

Erecting or maintaining a prohibited sign (III)  
Erecting or maintaining unsafe signs (IV)  
Erecting or maintaining misleading, false or fraudulent signs (IV)  
Failure to procure required permit (IV)

**ALCOHOLIC BEVERAGES:**

Beer and wine; unlawful sale of (I)  
Closing hours; doing business in violation (I)  
Unlawful consumption on premises (I)  
Minors; employment of, sale to, presence on premises prohibited (I)  
Packaged liquor; unlawful sale of (I)  
Sales near churches or schools prohibited (I)  
Sales to habitual drunkards or intoxicated persons prohibited (I)  
Nudity in commercial establishment serving alcoholic beverages (I)  
Open container violation (IV)

**AMUSEMENTS:**

Circuses, carnivals, etc.; failure to obtain permits and post bonds (IV)  
Failure to obtain required permits (IV)  
Hours of operation; conducting business in excess of (IV)



## **ANIMAL CONTROL & FOWL:**

Cruelty to animals and fowl prohibited (II)  
Dangerous dog attacking an animal or person (I)  
Failure to comply with dangerous dog requirements (II) Dead animals; improper disposal of (IV)  
Public nuisance (III)  
Improper confinement of animal in estrus (III)  
Interference with animal control officers prohibited (II)  
Prohibited animals; unlawful keeping of (IV)  
Rabies; improper handling of suspect animals (IV)  
Rabies and quarantine violations prohibited (I)  
Animal at large/Animal leas law violation (IV)  
Licensing violation (IV) Pet dealer violation (IV)  
Abandonment (II)  
Animal left in unattended vehicle (II)  
Failure to Remove Animal Waste (III)  
Unlawful tethering of an animal (III)

## **BICYCLES:**

Brakes; failure to have minimum required brakes (V)  
Carrying articles prohibited (V)  
License plates; failure to display (V)  
License plates; removing, changing or mutilating prohibited (IV) Lights; failure to have required lights (V)  
Parents' and guardians' responsibility; failure to exercise (IV)  
Sales of bicycles; failure to report (IV)  
Serial numbers or identification numbers; offenses involving (IV)  
Sidewalks; violation of riding restrictions (V)  
Helmet law v

## **BOATS, DOCKS, BEACHES & WATERWAYS:**

### **■ BOATS:**

Equipment; improper keeping of (IV)  
Nets; unlawful use of (IV)  
Permit required for sale and soliciting sale of bait (IV)  
Reckless operation of watercraft prohibited (II)  
Signs on docks, Boats or grounds; improper posting of (IV)  
Spears or harpoons; unlawful use of (IV)  
Trespass on docks or slips prohibited (IV)  
Improper Operation of Boats on Town Lakes (IV)

■ **SEAWALLS:**

Failure to maintain and repair seawall and bulkheads (III)  
Failure to comply with minimum standard requirements for the construction of seawalls and bulkheads (III)

■ **WATERWAYS:**

Abandoned vessels or watercraft prohibited (IV)  
Bathing in boat channels prohibited (IV) Blocking  
channels prohibited (II)  
Bow riding prohibited (IV)  
Careless operation of vessels prohibited (V)  
Debris; unlawful depositing of in waterways (IV)  
Diving or jumping from bridges or piers prohibited (II) Dredging  
operations, prohibited during certain hours (IV) Fishing  
prohibited in specified areas (II)  
Fishing; unlawful use of prohibited tackle (V)  
Gasoline; improper transportation of (IV)  
Hazardous vessels or watercraft prohibited (II)  
Piers; unlawful operation of watercraft around (III)  
Pumping; unlawful pumping of bilges or disposal of petroleum products (III)  
Safety equipment; failure to have proper equipment (V)  
Searchlights, horns and whistles; improper use of (V)  
Speeds; excessive speed by watercraft prohibited (V)  
Swimming and throwing trash; unlawful (V)  
Water-ski regulations; violations of (V)  
Watercraft prohibited in certain lakes (V)  
Wharves; improper use of public wharves (IV)  
Water and Navigator Control Authority Ordinance (I)  
Failure to remove damaged or abandoned boat (IV)

**BUILDINGS:**

Glass doors; decals or other marking required (IV)  
Mailboxes required (IV)

■ **MOVING BUILDINGS:**

Designation of moving routes required (III)  
Failure to obtain required permit (III)  
Failure to satisfy safety requirements (III)  
Hours of moving; violation (III)  
License; occupational license required all movers (III)  
Size of building which may be moved; exceeding maximum (III)  
Time within which move is to be made; exceeding allowed time (III)  
Numbering doors of non-residential structures required (IV)  
Numbering houses required (IV)

■ **POOLS:**

Enclosure of swimming pools and fish ponds required (I)  
Maintenance of pool equipment and water quality (II)  
Prohibited use of property (III)  
Salvaged materials; utilization of prohibited (IV)  
Water preservation in connection with new developments required (IV)  
Failure to obtain necessary installation/building permit (II)

**BUILDING AND CONSTRUCTION SAFETY:**

Failure to comply with the requirements for:

Standard Building Code (II)  
Standard Plumbing Code (II)  
Standard Mechanical Code (II)  
Standard Gas Code (II)  
National Electric Code (II)  
Life Safety 101 (II)  
Other local Codes pertaining to repair, construction, improvement, removal, maintenance, or demolition of buildings and property (II)

Failure to comply with any of the above when noncompliance is hazardous to the public (I)

**BUSINESS REGULATIONS:**

■ **GENERAL:**

Failure to obtain all necessary certificates, licenses and permits (II)  
Fortune-telling for compensation and similar practices prohibited (III)  
Grading and labeling of perishable meats required (III)  
Impersonating the consumer division director or an inspector prohibited (III) Labeling of packages; violations of regulations (III)  
Landlords required to disclose profits made from furnishing utilities (III)  
Misleading packaging prohibited (III)  
Oil; furnace and stove oil to be sold by liquid measure only (III) Scales for check weighing prepackaged commodities required (III)  
Selling, offering for sale or keeping any commodity that has been ordered off sale, marked or tagged prohibited (III)  
Operating without a retail tobacco products dealer permit (III)

■ **ADVERTISING STANDARDS:**

Advertising where additional purchases are required; violation of regulations (III)  
Complete purchase price required to be represented (III)  
Misrepresentation of merchandise, services and facilities prohibited (III)  
Misrepresentation as to nature of commodity or service prohibited (III)



Misrepresentation of price prohibited (III)  
Wholesale; unlawful use of the term (III)

■ *AUCTIONS AND AUCTIONEERS:*

Descriptive tags required to be affixed to articles (III) False  
bidders and cappers prohibited (II)  
False representations as to origin of goods prohibited (III)  
Misrepresentation of used articles prohibited (II)

■ *SALES:*

Improper conducting of (III)  
Prohibited at certain hours and on specified days (III)  
Prohibited in public ways (III)  
Substitution of articles prohibited (II)  
Failure to obtain garage sales permit (III)

■ *BARBER SHOPS & BEAUTY PARLORS:*

Failure to post inspections forms (III)  
Failure to secure requisite licenses and permits (III)  
Reuse or common use of soap, cosmetics and related substances prohibited (III)  
Violation of regulations pertaining to cleanliness (III)

■ *CLOSING OUT SALES:*

Goods sold required to have been on inventory; replenishment of stock prohibited (III) Inventory  
required to be filed (III)  
Record of articles sold; failure to file (III)

■ *EMPLOYMENT AGENTS OR AGENCIES:*

Accepting fees for specified positions already filled prohibited (II)  
Applicants; sending out without bona fide order prohibited (III)  
Fees; failure to file and post schedule of fees (III)  
Registration fees; violation of restrictions (III)  
Fraudulent advertisements prohibited (III) Records;  
failure to properly maintain (III)  
Refund of expenditures to applicants required (III)  
Soliciting termination of employment relationships prohibited (III)  
Splitting or sharing fees prohibited (III)

■ *PAWNBROKERS, JUNK & SECONDHAND DEALERS:*

Arrangement of stock to facilitate inspection required (III)  
Dealing with minors prohibited (III)  
Junkyards required to be enclosed (III)

Register of transactions; failure to furnish copies to police (II)

■ *PROMOTERS:*

Co-mingling of funds prohibited (I)

Employment of unqualified solicitors prohibited (III)

■ *SOLICITORS:*

Character; solicitor required to be of good moral character (III)

Notice of change of address or employment required (III)

Registration required (III)

■ *MISCELLANEOUS OFFENSES NOT ENUMERATED UNDER BUSINESS  
REGULATION ABOVE: CLASS IV*

**CONSUMER PROTECTION:**

■ *ADULT USE*

Unlicensed activity (II)

Failure to display license (II)

Failure to maintain required records (II) Failure  
to provide records upon request (II)

Unauthorized name change (II)

■ *BINGO:*

Unlicensed activity (II)

Failure to display license (II)

Failure to establish a separate bank account for the proceeds of bingo (II)

Failure to maintain required records (II)

Failure to provide records upon request (II)

■ *CHARITABLE SOLICITATIONS:*

Failure to obtain the required permit (II)

False statement in connection with a solicitation (II)

Implying Town endorsement (II)

Commingling of contributions (II)

Soliciting during pending suspension or revocation (II) Transfer  
or assignment of permit (II)

Solicitation to a private residence between during impermissible times (II)

Failure to possess and exhibit permit and authorization (II)

Concealing identity of organization (II)

Misrepresenting donations as tax deductible (II)

Failure to maintain required records (II)

Failure to surrender permit when required (II)

Failure to provide required records upon request (II)  
Unauthorized representation of a charity (II)  
Soliciting for individual without depository account (II) Failure  
to honor timely request for refund (II)  
Improper use of contributions (II)  
Use of misleading name (II)  
False representation by solicitor (II)  
Withholding proceeds from sponsor (II)  
Failure to display required information on contribution receptacle (II)

■ *MOVING ORDINANCE:*

Failure to provide information required in estimate (II)  
Failure to provide estimate (I)  
Failure to provide information required in service contract (II)  
Failure to provide service contract (I)  
Charges in excess of written estimate (I)  
Refusal to relinquish household goods (I)  
Failure to provide written inventory (II)  
Failure to disclose liability coverage (I)

■ *PAIN MANAGEMENT CLINICS:*

Unlawful operation of a pain management clinic (I)

**CONTRACTORS:**

Advertising; unlawful advertising prohibited (II)  
Certificates of competency required (II)  
Insurance; contractors required to maintain liability insurance (II)  
License; occupational license required (III)  
License; display of occupational license required (III)  
Signs of vehicles; standards and requirements (III)  
Unlawful acts or omissions by contractors (II)  
If hazardous to the public (I)

**DRUGS & TOXIC SUBSTANCES:**

Adulterated or misbranded drugs; sale of prohibited (I)  
Advertising drugs; regulations and requirements (I)  
Cannabis; possession of preparations containing cannabis prohibited (I)  
Handling drugs under unsanitary conditions prohibited (I)  
Prescriptions; failure to keep proper files and allow inspection (I)  
Sales; unlawful sales of certain drugs and chemicals (I)  
Sales; unlawful sales without prescriptions (I)  
Use or sale of certain hazardous chemicals prohibited (I)  
Withholding from sale articles believed to be in violation required (I)

**ENVIRONMENTAL MANAGEMENT:**

Inoperative vehicles (III)  
Burning; open burning prohibited (IV)  
Noise violation (I)  
Smoke; emission of dense smoke prohibited (III)  
Prohibited vehicles (III)  
Improper outdoor storage (III)  
Unlawful application of fertilizer (I)  
Unlawful distribution of fertilizer (I)  
Defacing public property or parks (III)  
Failure to get tree removal permit (III)

**EXPLOSIVES AND INFLAMMABLES:**

Location; gasoline delivery devices not to be on sidewalks (II) Storage: installation requirements for aboveground storage tanks (II) Permit required for bulk storage (II)  
Permit required for the storage of explosives (II)  
Type, construction and design of storage tanks (II)

**FIRE PREVENTION:**

Alarms; false alarm reports prohibited (II) Certificate of occupancy required (II)  
Code; violations of Fire Prevention Code prohibited (II) Heaters; portable oil heaters prohibited (II)  
Interference with members of the fire department prohibited (II)  
Orders; refusing to obey orders of fire officers (II)  
Smoking or carrying of lighted objects in specified places prohibited (II)

**FOOD & FOOD HANDLERS:****■ GENERAL:**

Failure to obtain all necessary certificates, licenses and permits (I)  
Failure to withhold from sale food believed to be in violation of food regulations (I)  
Handling of food under unsanitary conditions prohibited (I)  
Ice; sale or distribution when unfit for human consumption prohibited (I) Impersonating an officer of the health department prohibited (I)  
Sale, manufacturing or possessing adulterated or misbranded food prohibited (I)  
Sale of meats to which sulphurous acid has been added prohibited (I)  
Cleanliness; machinery and fixtures required to be kept clean (I)  
Garbage and waste; required to be kept in containers (I)  
Peddling of fruits, vegetables, meats and fish; proper protection of food when conveyed through streets required (I)  
Refrigeration; sufficient working facilities required; regulations (I)  
Re-service of food prohibited (I)  
Ventilation; proper ventilation required for all ranges, stoves and ovens (I)

■ **PREMISES:**

Construction, maintenance and cleanliness regulation regarding walls, ceilings and floors; violation of regulation (I)  
Grease traps and interceptors required and must be properly maintained (I) Toilet and lavatory facilities, regulations and requirements; violation of (I)  
Ventilation, lighting and cleanliness regulations and requirements; violation of (I)  
Vermin; premises required to be protected against vermin (I)  
Water; ample hot and cold running water required (I)  
Failure to submit grease trap and interceptor cleaning or pumping reports (I)

**GARBAGE AND REFUSE:**

■ **GENERAL:**

Burning of garbage or rubbish; incinerators; regulations and requirements (IV)  
Permits required for garbage or rubbish burial (IV)  
Unlawful accumulations of refuse prohibited (III)  
Unlawful disposal of garbage, refuse or rubbish prohibited (III)  
Use of unauthorized removal solid waste carrier (IV)

■ **COLLECTORS:**

Area between property lines and curbs to remain clean (IV) Departures from allowed methods of making collections and routes to travel prohibited (IV)  
Time of container placement; violation of (IV)

■ **CONTAINERS:**

Adequate containers required; violations of approved specifications (III) Covers; containers required to be kept tightly covered (IV)  
Locations of containers; violation of regulations (IV)  
Underground installations prohibited (IV)  
Garbage and other refuse required to be stored in containers (III)

**HEALTH & SANITATION:**

Burials; other than in authorized cemetery prohibited (II)  
Mosquitoes; permitting premises to become a breeding place prohibited (II)

■ **RATS:**

Affording food or harborage for rats prohibited (II)  
Buildings required to be freed of rat harborage (II)  
Poultry and stock feed required to be kept in ratproof containers or in ratproof buildings (II)  
Removal ratproofing prohibited (II)

## **HOUSING:**

### ■ *GENERAL:*

Abatement of substandard or unsafe buildings required (I)

Placarding dangerous building against habitation required; removal of placards prohibited (I)

Violations of restrictions on furnishing utilities services to substandard dwellings (I)

### ■ *MINIMUM STANDARDS:*

Failure to meet minimum standard requirements for: Air

and water heating (II)

Cleanliness of dwelling units (III)

Cleanliness of plumbing fixtures (III)

Cleanliness of public area of multiple dwellings (III) Electric service (I)

Gas service (I)

Light and ventilation (II)

Maintenance (III)

Plumbing systems and equipment (I)

Space, use and location (III)

Storage of junk (III)

## **HOTELS, MOTELS & ROOMING HOUSES:**

Failure to meet minimum standard requirements for:

Egress (III)

Light and ventilation (III) Space, use and occupancy (III) Toilet and bathing facilities (III)

## **LAND DEVELOPMENT REGULATIONS:**

Drainage regulations violation (I)

Flood damage prevention regulations violation (I)

Floodplain management regulations violation (I) Site plan regulation; failure to obtain a permit (I)

Site plan regulation; failure to comply with a site plan permit (I)

Stormwater regulations violation (I)

Subdivision regulations violation (I) Wellfield protection regulations violation (I)

## **PARKING, STORAGE OF VEHICLES**

Parking in violation of disabled parking permit ordinance, Section 54-114 - \$250.00

Parking of a vehicle or recreational vehicle, as defined in the Town's code, exceeding the maximum size or weight dimensions (III)

Parking an unauthorized commercial vehicle overnight (IV)

All other parking and traffic violations pursuant to Chapter 54 - \$30.00

Parking or storing a vessel or water craft on an unpaved surface (III)

Parking or storing a vehicle on block(s) for more than 24 hours (III)

Parking or storing a vessel, water craft, or vehicle too close to right of way, property line, or residence building (III)

Parking or storing vessel or water craft off trailer (III)

Parking of unauthorized number of recreational vehicles, vessels or water craft trailers in front yard (III)

Parking a motor vehicle against the flow of traffic in a residential area (III)

Parking a motor vehicle, trailer, water craft, or vessel blocking the sidewalk (III)

Parking in a no parking lane (III)

Parking in unauthorized location (III)

## **PARKS, RECREATION AND PRESERVES:**

Littering prohibited (V)

Performing prohibited acts in parks and preserves (IV)

Performing acts which require special permission without first obtaining such permission (IV)

## **RAILROADS:**

Obstruction of public ways prohibited (I) Unlawful

speed prohibited (I)

## **SEWERS & SEWAGE DISPOSAL:**

Connection to sanitary sewer and abandonment of private sewage disposal facilities required (I)

### **■ DISCHARGE:**

Harmful, dangerous or nuisance wastes to sewer system prohibited (I) Untreated sewage or polluted waters to surface or groundwater, or in unsanitary manner prohibited (I)

Unauthorized discharge of waste or septic tank waste to sewer system prohibited (I)

Routing of surface runoff sources or groundwater to sewer system prohibited (I)

### **■ PERMITS AND INSPECTIONS:**

Permits prior to connection or alteration to sewer system required (I) Industrial

user permit, pretreatment, payment of industrial surcharge, and/or industrial sampling points required (I)  
Periodic reports from all federal categorical industrial users required (III)  
Inspection before construction or alteration of facilities required (III) Access for Sewer Department/DER/EPA to property authorized (II)  
Septic tanks abandoned and declared hazardous to be rendered inoperative (II)

## **TOWN OF KENNETH CITY POLICE DEPARTMENT:**

### **SOLID WASTE:**

Flow control ordinance violation (I)  
Removal of recyclable material from collection centers (III)  
Solid waste disposal facility ordinance violation (I)  
Unacceptable disposal and removal of hypodermic needles and/or syringes (I)  
Unlawful disposal (I)

### **STREETS & SIDEWALKS:**

Debris; leaving building construction debris in public ways prohibited (III)  
Illumination; objects in streets required to be illuminated (III)  
Mailboxes; maintenance of mailboxes in rights-of-way prohibited (III)  
Obstruction of public ways or buildings prohibited (III)  
Permit required for building, repairing or removing structures in or on street (III)  
Permit required for doing business on streets or sidewalks (III)  
Permit required for changing surface area of street (III) Roadway solicitation ordinance violations (III)  
Violations of standards, regulations and requirements pertaining to curbs, sidewalks and public benches (IV)

#### **■ PARADES:**

Parking on parade routes; regulation of required (III)  
Permit required for parades (III)  
Possession of parade permit required (III)  
Public conduct during parades; regulation of (III)

### **UTILITIES:**

Access to premises supplied with water required (IV) Connections to city water system; violation of regulations (III)  
Lines; overhead utility lines within the rights-of-way of interstate highway and other freeways prohibited (IV)  
Metering of city gas required (IV)  
Meter required prior to connection with city water (IV) Meter; use of city water without a meter prohibited (III)  
Meter; devices preventing the full metering of water prohibited (III)  
Sprinkling during unauthorized hours or on unauthorized days prohibited under certain



circumstances (II)

## **VEGETATION:**

Adhering to upland buffer requirements (I)

Adhering to upland preservation area requirements (I)

Failure to remove trees or branches in danger of falling upon a public way or property of another (IV)

Maintaining trees and shrubs in utility easements prohibited (IV)

Maintaining minimum landscape requirements (I)

Minimum height of branches overhanging public ways; failure to comply (IV)

Failure to maintain lawn, yard or lot in compliance with height and other maintenance requirements (IV)

### **■ TREES:**

Protection of trees during construction activities required (I)

Protection of trees while filling land required (I)

Removal of trees without a permit prohibited (I)

## **MISCELLANEOUS ORDINANCE VIOLATIONS:**

All zoning violations not herein specifically provided shall be deemed to be Class III offenses.

All other violations not herein specifically provided shall be deemed to be Class V offenses except that failure to comply with licensure and permit requirements in section 379.354, Florida Statutes, shall be assessed a \$50 fine pursuant to section 379.401, Florida Statutes.

Fines may be doubled for a second offense and for each subsequent offense thereafter.

### **TOWN OF KENNETH CITY UNIFORM FINE SCHEDULE FOR ORDINANCE VIOLATIONS**

#### **CONTESTED**

|           | FINE     | COSTS*  | TOTAL    |
|-----------|----------|---------|----------|
| CLASS I   | \$205.00 | \$58.00 | \$263.00 |
| CLASS II  | \$180.00 | \$58.00 | \$238.00 |
| CLASS III | \$130.00 | \$58.00 | \$188.00 |
| CLASS IV  | \$105.00 | \$58.00 | \$163.00 |
| CLASS V   | \$ 80.00 | \$58.00 | \$138.00 |

#### **UNCONTESTED**

|           | FINE     | COSTS*  | TOTAL    |
|-----------|----------|---------|----------|
| CLASS I   | \$205.00 | \$13.00 | \$218.00 |
| CLASS II  | \$180.00 | \$13.00 | \$193.00 |
| CLASS III | \$130.00 | \$13.00 | \$143.00 |
| CLASS IV  | \$105.00 | \$13.00 | \$118.00 |
| CLASS V   | \$ 80.00 | \$13.00 | \$ 93.00 |

#### **\*COSTS INCLUDE:**

\$3.00 ADDITIONAL COURT COST CLEARING TRUST FUND, 938.01, Fla. Stat.

(Not assessed in uncontested cases)

\$2.00 CRIMINAL JUSTICE EDUCATION FOR LOCAL GOVERNMENT, 938.15, Fla. Stat.

(Costs shall not be assessed if no court appearance or for cases where adjudication of guilt is withheld.)

\$40.00 COST RECOVERY, § 34.045 (1)(b), Fla. Stat.

\$10.00 FILING FEE RECOVERY, § 34.045 (1)(c) Fla. Stat.

\$3.00 TEEN COURT, §938.19, Fla. Stat. (Section 46-34 Pinellas County Code)

EXH. A

# TOWN OF KENNETH CITY

## *A SAFE, FRIENDLY SMALL TOWN*

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TO: Mayor and Council  
FROM: Pete Cavalli, Town Manager  
DATE: April 13, 2022  
RE: Administrative Policy & Procedure Manual – Policy 2022-01  
Administrative Management During Absence of Town Manager or Police Chief

### **Summary**

In accordance with Section 3.02 of the Town Charter, and in tandem with the Town's disaster preparedness planning, the Administrative Policy & Procedure Manual – Policy 2022-01 shall serve to establish temporary organizational management coverage, or an "acting Town Manager" during a qualified absence of the Town Manager.

### **Discussion**

This administrative policy states the process of succession based on the individuals that are absent and unavailable. The policy states "In the event of the Town Manager's qualified absence, the Town's Chief of Police shall serve as the Acting Town Manager, possessing all of the duties and responsibilities of the Town Manager. In the event both the Town Manager and Chief of Police are absent and unavailable, the Town Clerk shall serve as the Acting Town Manager. In the event the Town Manager, Chief of Police, and Clerk are unavailable the Town's Public Works Supervisor shall serve as the Acting Town Manager."

### **Financial Impact**

There is no financial impact to the approval of the Administrative Policy & Procedure Manual – Policy Number 2022-01 – Administrative Management During Absence of Town Manager or Police Chief.

### **Conclusion**

Town Management respectfully requests approval of the Administrative Policy & Procedure Manual – Policy Number 2022-01 01 – Administrative Management During Absence of Town Manager or Police Chief.



## ADMINISTRATIVE POLICY & PROCEDURE MANUAL

**SECTION:** Ref Charter § 3.02

**POLICY NO.:** 2022-01

**ADMINISTERING DEPARTMENT(S):** Town Administration

**SUBJECT:** Administrative Management During Absence of Town Manager or Police Chief

### **PURPOSE**

In accordance with Section 3.02 of the Town Charter, and in tandem with the Town's disaster preparedness planning, the following policy shall serve to establish temporary organizational management coverage, or an "acting Town Manager" during a qualified absence of the Town Manager.

### **POLICY**

In the event of the Town Manager's qualified absence, the Town's Chief of Police shall serve as the Acting Town Manager, possessing all of the duties and responsibilities of the Town Manager. In the event both the Town Manager and Chief of Police are absent and unavailable, the Town Clerk shall serve as the Acting Town Manager. In the event the Town Manager, Chief of Police, and Clerk are unavailable the Town's Public Works Supervisor shall serve as the Acting Town Manager.

In the event of the Town Manager's unplanned absence and unavailability, the Town's personnel and agents shall make a good faith effort to contact or correspond with the Town Manager to resolve operational inquiries before invoking the acting Town Manager provisions within this policy.

Pursuant to § 3.02 of the Town Charter, this policy remains subject to the approval of the Town Council. Moreover, during a qualified absence, the Council may revoke the designations set forth herein at any time, subject to the applicable legal and administrative requirements for such official acts. In the event of such revocation, the Council shall convene a public hearing to appoint another Town agent or employee to serve as the Town Manager until the Town Manager returns or their incapacity ceases.

### **QUALIFYING ABSENCES DEFINED:**

This policy is intended to apply in situations where the Town Manager is altogether unavailable, incapacitated, or otherwise unable to discharge the official duties of the office of Town Manager. For the purposes of this policy a qualified absence shall be defined as any period of time when the Town Manager is: (1) out of the office for scheduled leave for illness, personal matters, training, or other reasons; (2) travelling outside of the Tampa Bay area where it is difficult to immediately reach either the Town Manager via cell phone, email, text, and other available means; (3) is disabled, incapacitated, or otherwise unable to discharge the official duties of the office of Town Manager; or

(4) is otherwise out of the office and unavailable for a period of time exceeding one (1) eight-hour work day. For purposes of this policy, one (1) eight-hour workday shall be reflected in the office hours of 8:30am to 4:30pm, Monday to Friday.

**NOTICE:**

Town Staff shall notify the Town Clerk as soon as reasonably possible of future planned or unplanned absences, and the Town Clerk shall maintain records of planned absences. In addition to notifying the Town Clerk, the Town Manager shall also e-mail the Mayor and Council in advance of future planned absences exceeding one (1) day in duration to remind them of this policy.

**ADMINISTRATIVE REPEAL:**

The provisions contained herein shall supersede and replace all prior policies and procedures regarding this subject.

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date

Effective Date: 3/15/2022

Amended or Reissue Date: Reference(s):



## TOWN OF KENNETH CITY BUDGET CALENDAR 2022 - 2023

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|                               |   |
|-------------------------------|---|
| Monday, April 18, 2022        | Departmental budgets distributed  |
| Wednesday, June 1, 2022       | Pinellas County Property Appraiser delivers estimate of taxable value to taxing authorities   |
| Friday, July 1, 2022          | Pinellas County Property Appraiser delivers certification of taxable value (DR- 420 ) to taxing authorities   |
| Friday, July 22, 2022         | Draft of budget delivered to Town Council   |
| July 24-30, 2022              | Town Manager to hold budget review meetings with individual Council Members   |
| Wednesday, August 3, 2022     | Last day for Town Clerk to notify Property Appraiser of proposed millage rate and date, time and place of first public budget hearing (DR-420, DR-420MMP)     |
| Wednesday, August 10, 2022    | Workshop - Budget Discussion 6:30 PM Community Hall   |
| Monday, August 22, 2022       | TRIM notices mailed by Pinellas County  |
| Friday, August 26, 2022       | Budget for first public hearing posted to Town website  |
| Wednesday, September 14, 2022 | First Public Hearing on proposed budget, millage rate & capital plan - 6:30 PM Community Hall   |
| Sunday, September 18, 2022    | Town to advertise intent to adopt a final millage rate and final budget (within 15 days after first public hearing and 2-5 days before second public hearing) |
| Wednesday, September 21, 2022 | Final Public Hearing on Proposed Budget & Millage Rate (adopt final millage rate and budget) - 6:30 PM Community Hall   |
| Friday, September 23, 2022    | Budget from Final Public Hearing posted on Town website   |
| Friday, September 23, 2022    | Town Clerk to provide final millage rate Resolution to Property Appraiser and Tax Collector (within 3 days of adoption)                                       |
| Saturday, October 1, 2022     | Effective date of Fiscal Year 2021 - 2022 budget  |
| Monday, October 3, 2022       | Property Appraiser delivers DR-422, Final Taxable Value Certification, to taxing authorities  |
| Thursday, October 6, 2022     | Town Clerk to return completed DR-422 to Pinellas County Property Appraiser and a copy to the State of Florida  |
| Monday, October 10, 2022      | Submit completed TRIM Compliance Package to the State of Florida (within 30 days of final public hearing)   |
| Friday, October 14, 2022      | Adopted budget posted to City website   |

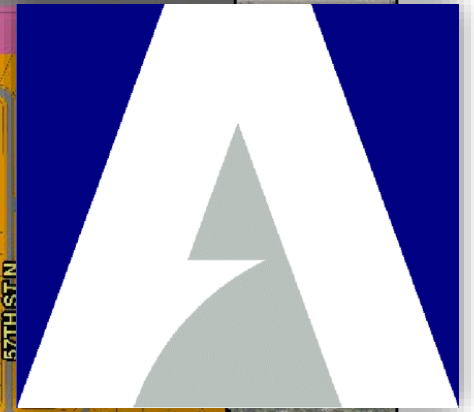
# **Watershed Management Plan**

## Town of Kenneth City



# Watershed Management Plan

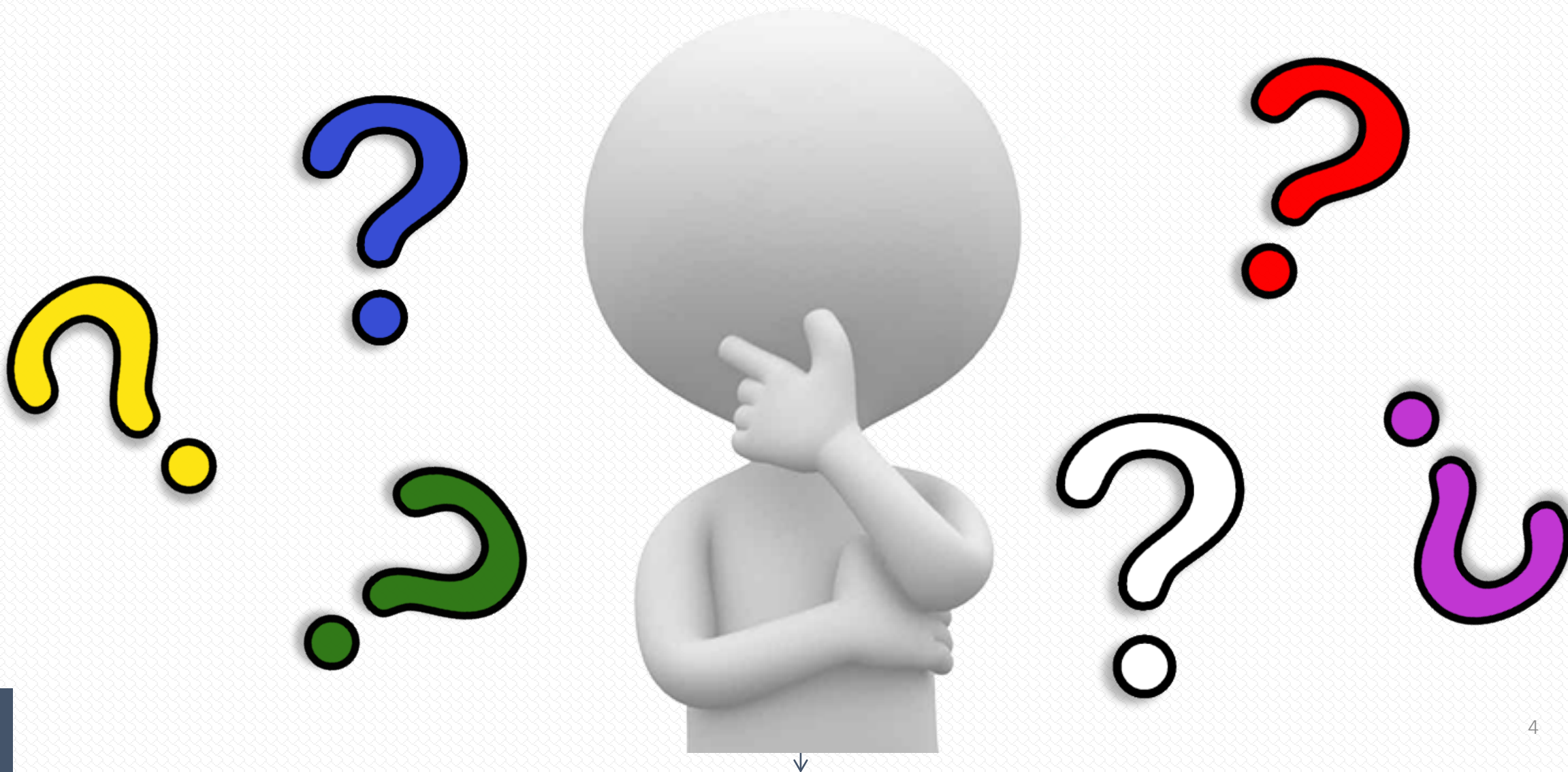
## Town of Kenneth City





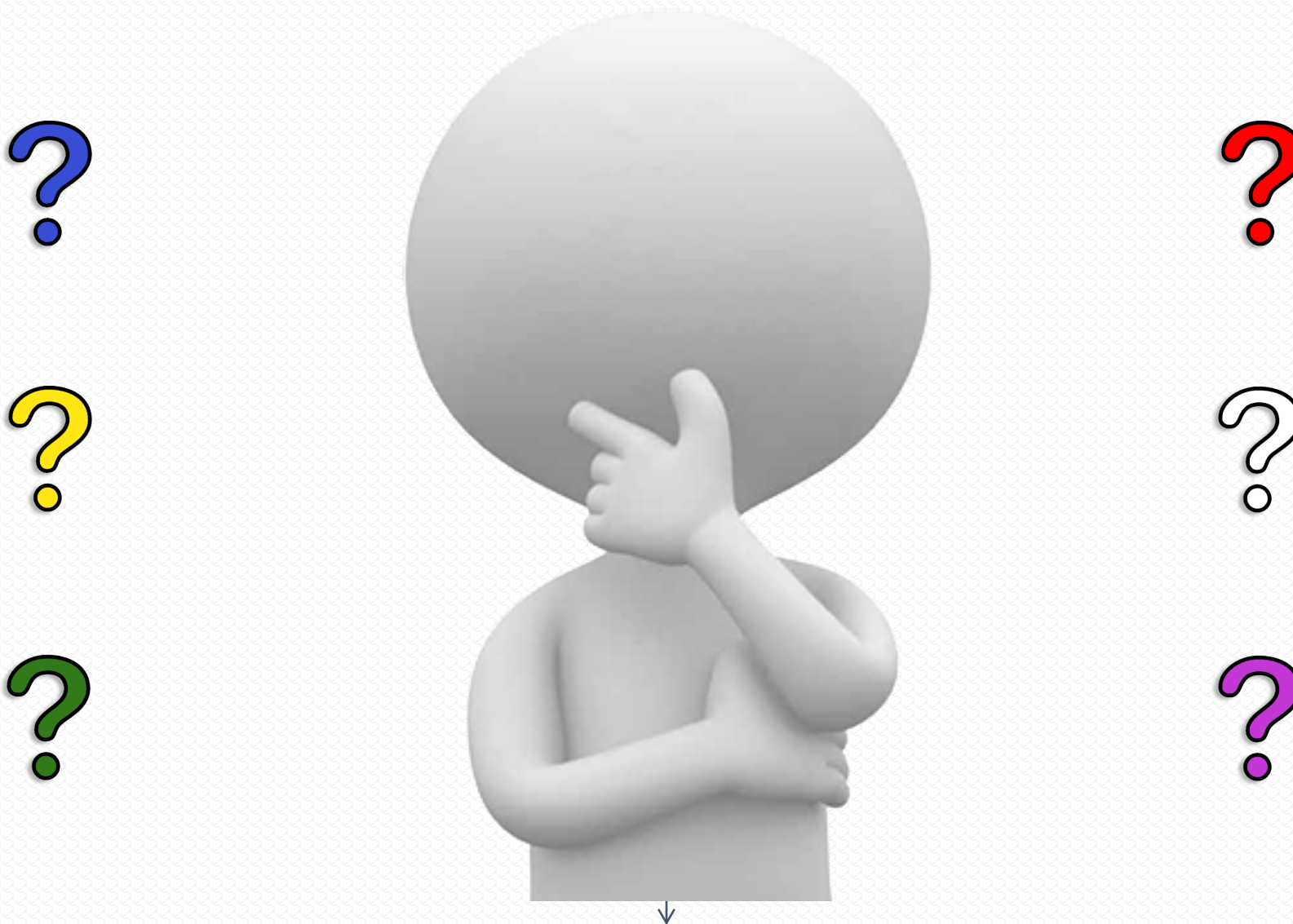
# WATERSHED MANAGEMENT PLAN

## Why Does My Road Flood?



# WATERSHED MANAGEMENT PLAN

## Why Does My Road Flood?





# WATERSHED MANAGEMENT PLAN

## **Why Does My Road Flood?**

- ? Blocked Inlet**
- ? Tailwater Condition**
- ? Undersized Piping**
- ? Collection Capacity Limitations**
- ? Localized Depression**
- ? Lack of Drainage Infrastructure**

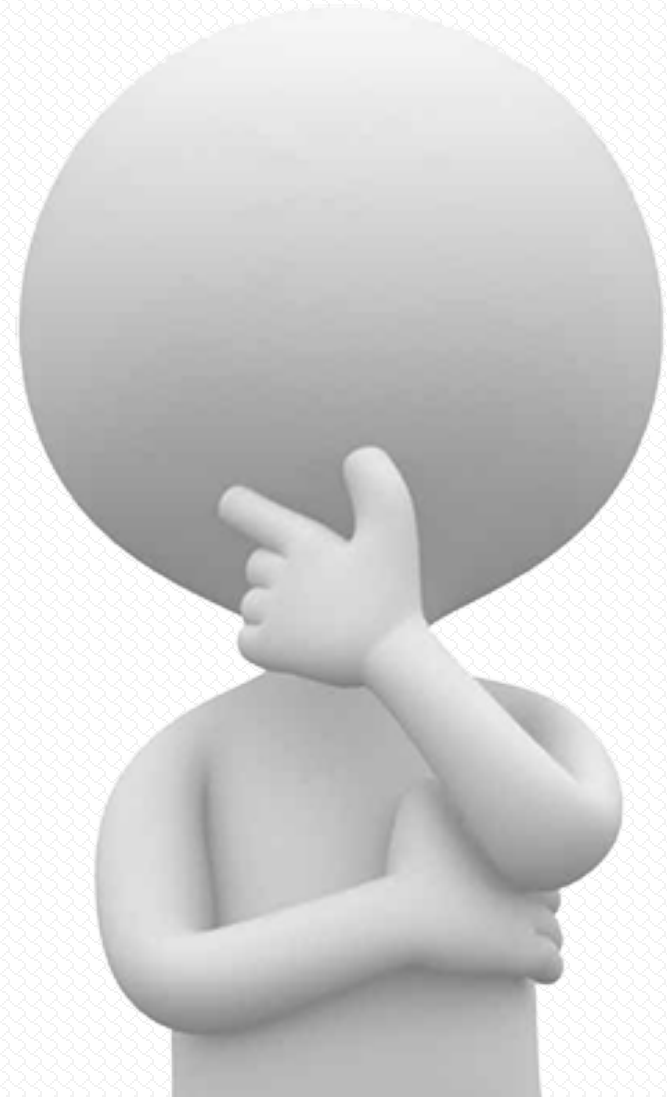




# WATERSHED MANAGEMENT PLAN

## **Why Does My Road Flood?**

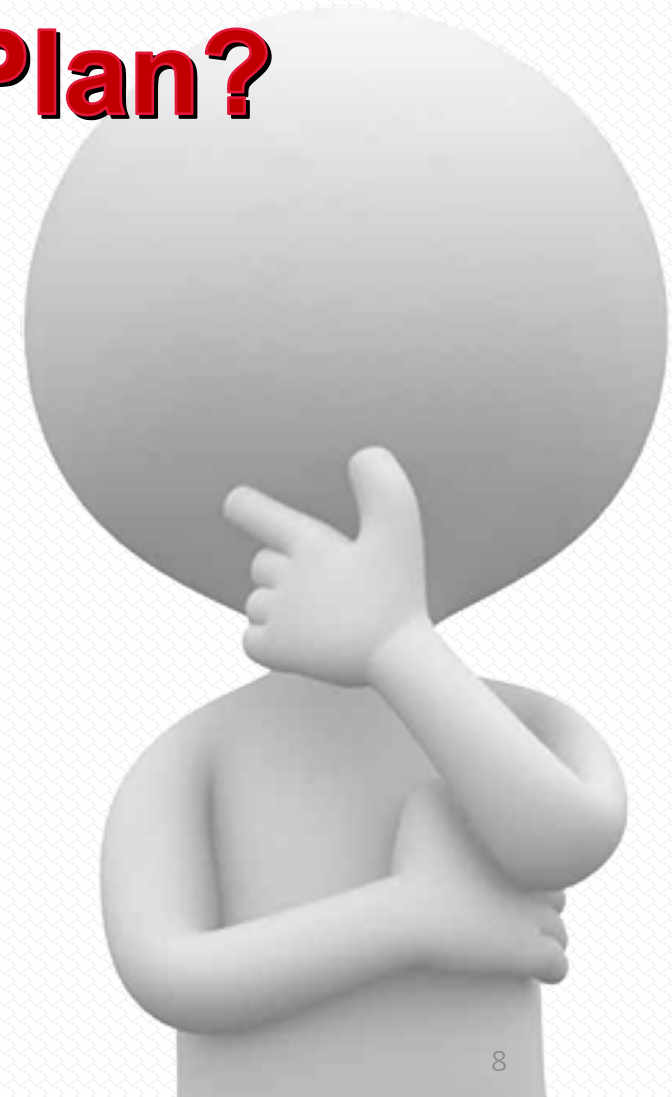
- ? Blocked Inlet**
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# WATERSHED MANAGEMENT PLAN

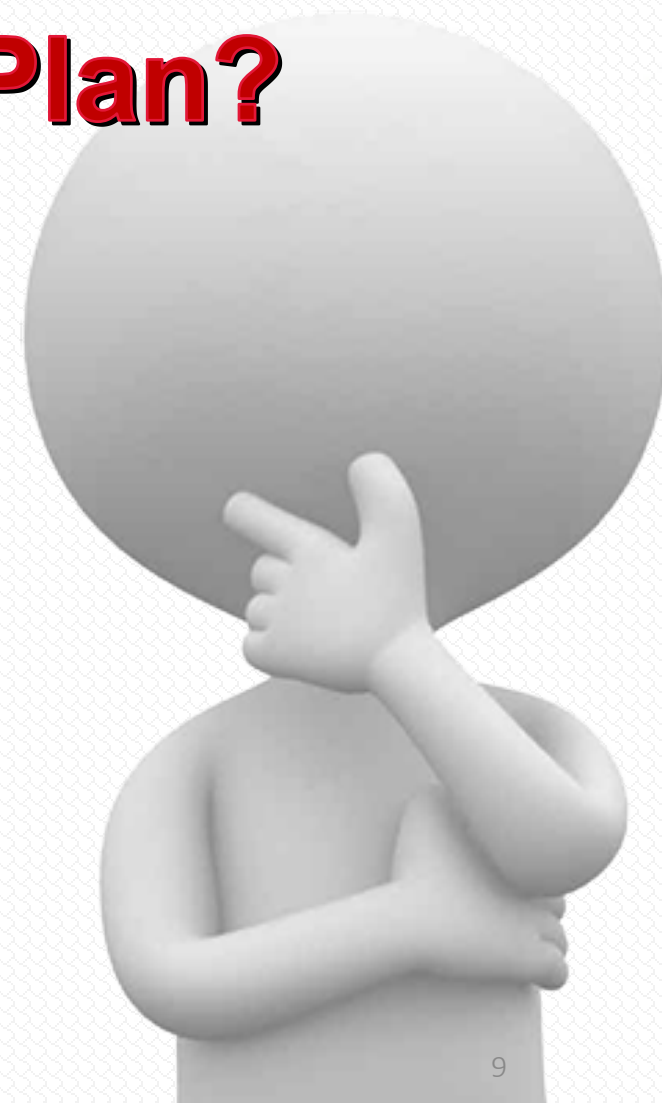
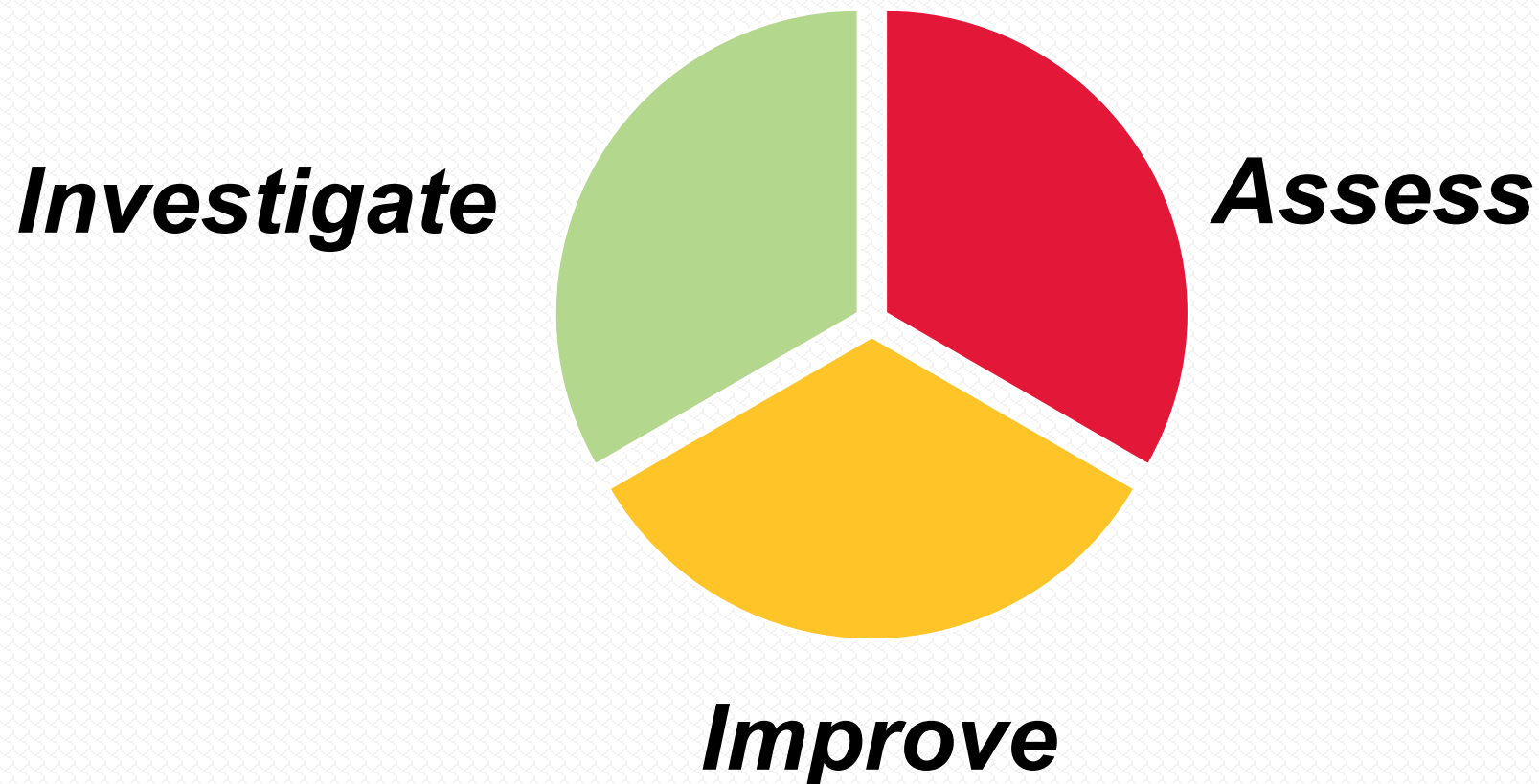
## So What is a Watershed Management Plan?

***“A Plan that determines the capacity of a watershed to provide adequate water for people and the environment, flood protection and good water quality.”***



# WATERSHED MANAGEMENT PLAN

## So What is a Watershed Management Plan?





# WATERSHED MANAGEMENT PLAN

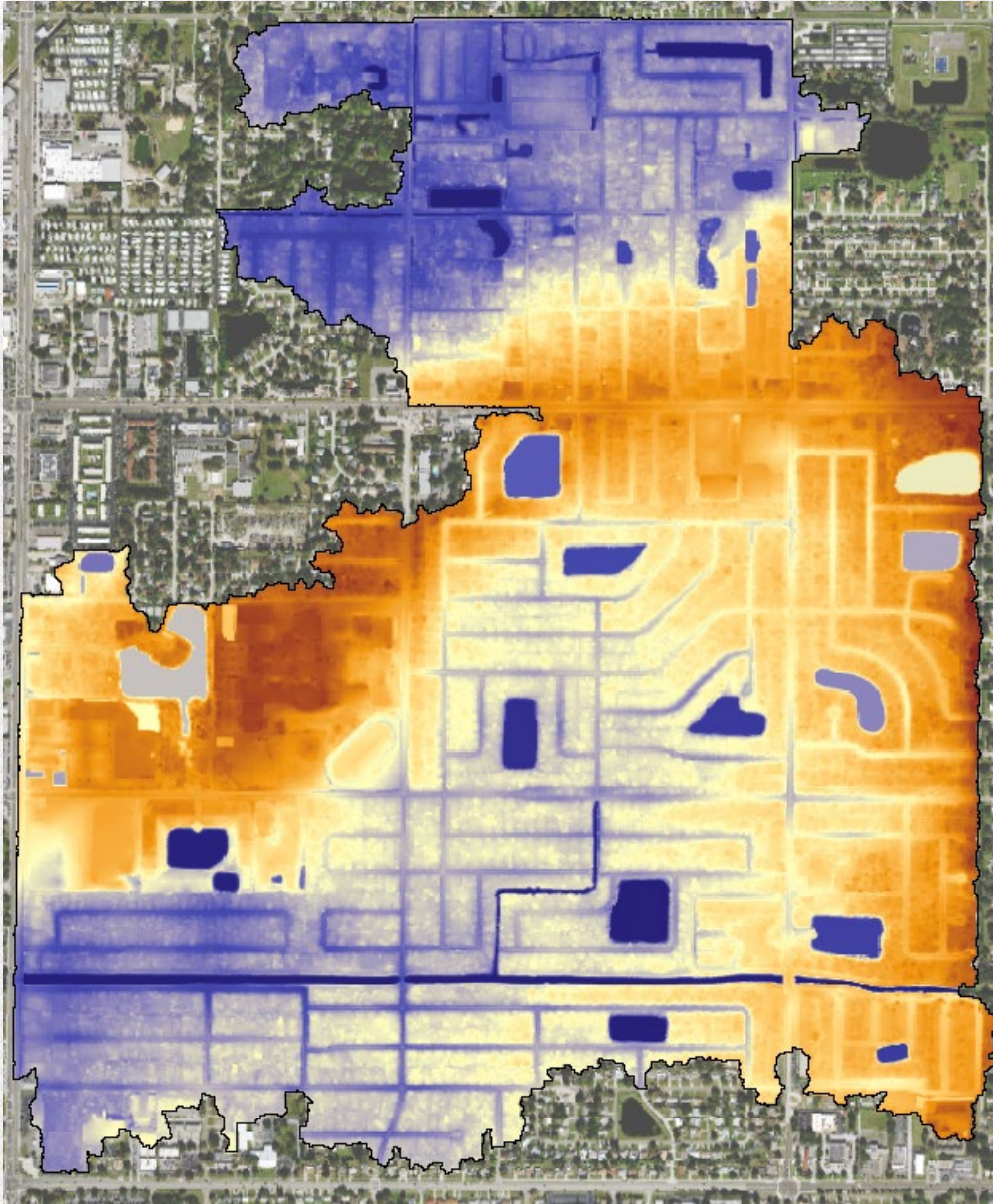
## Field Investigation

- **Records Review**
- **Infrastructure**
- **“Truthing”**
- **Topographic Survey**





# WATERSHED MANAGEMENT PLAN



## Evaluation Software

- **DEM / DTM**
- **ArcHydro**
- **ICPR**

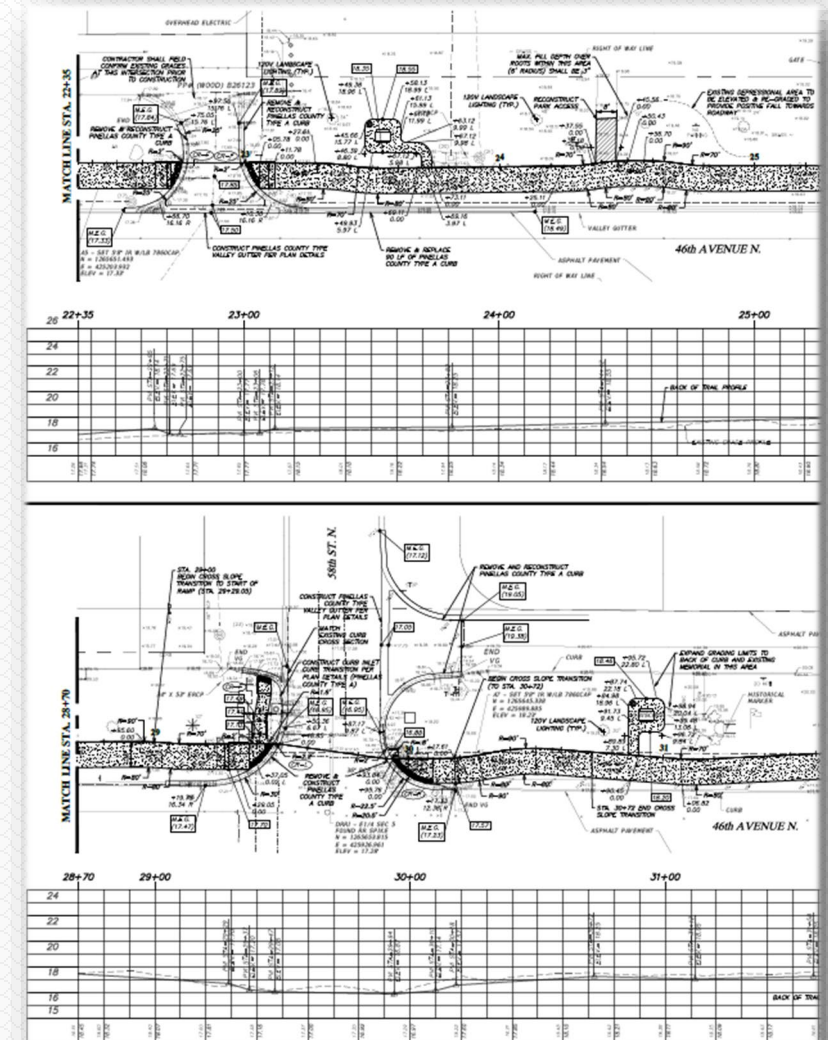


# WATERSHED MANAGEMENT PLAN



## Alternative Analysis

- Define Acceptable Level of Service (LOS)
- Identify Projects
- Develop Prelim. Pricing





# WATERSHED MANAGEMENT PLAN

## **Hydrologic & Hydraulic (H&H)**

### **Model Development**

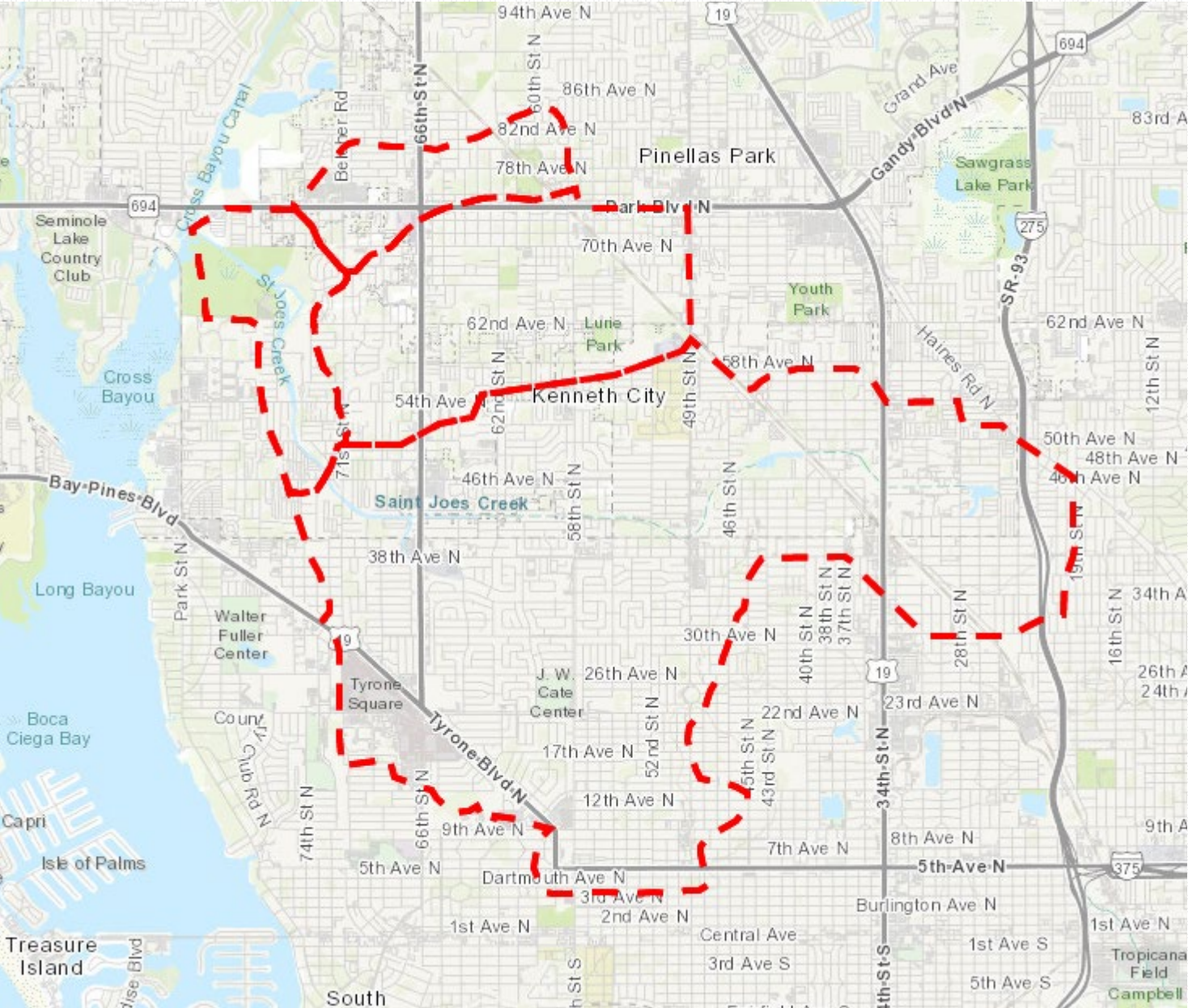
- Overall Watershed
- Terrain
- Connectivity
- Infrastructure







# WATERSHED MANAGEMENT PLAN





# WATERSHED MANAGEMENT PLAN

## **Hydrologic & Hydraulic (H&H)**

## **Model Development**

- Overall Watershed
- Terrain
- Connectivity
- Infrastructure





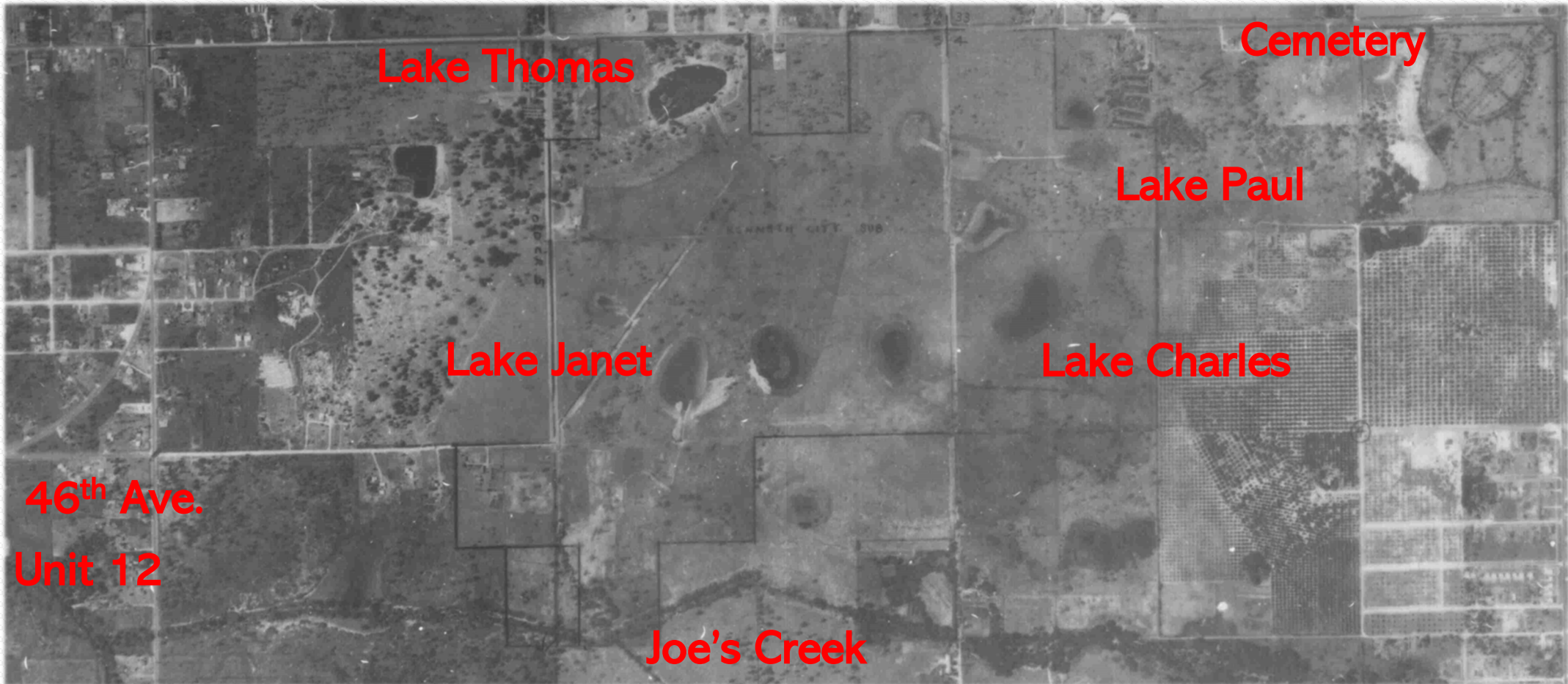
# WATERSHED MANAGEMENT PLAN



**1951 Aerial Photograph**



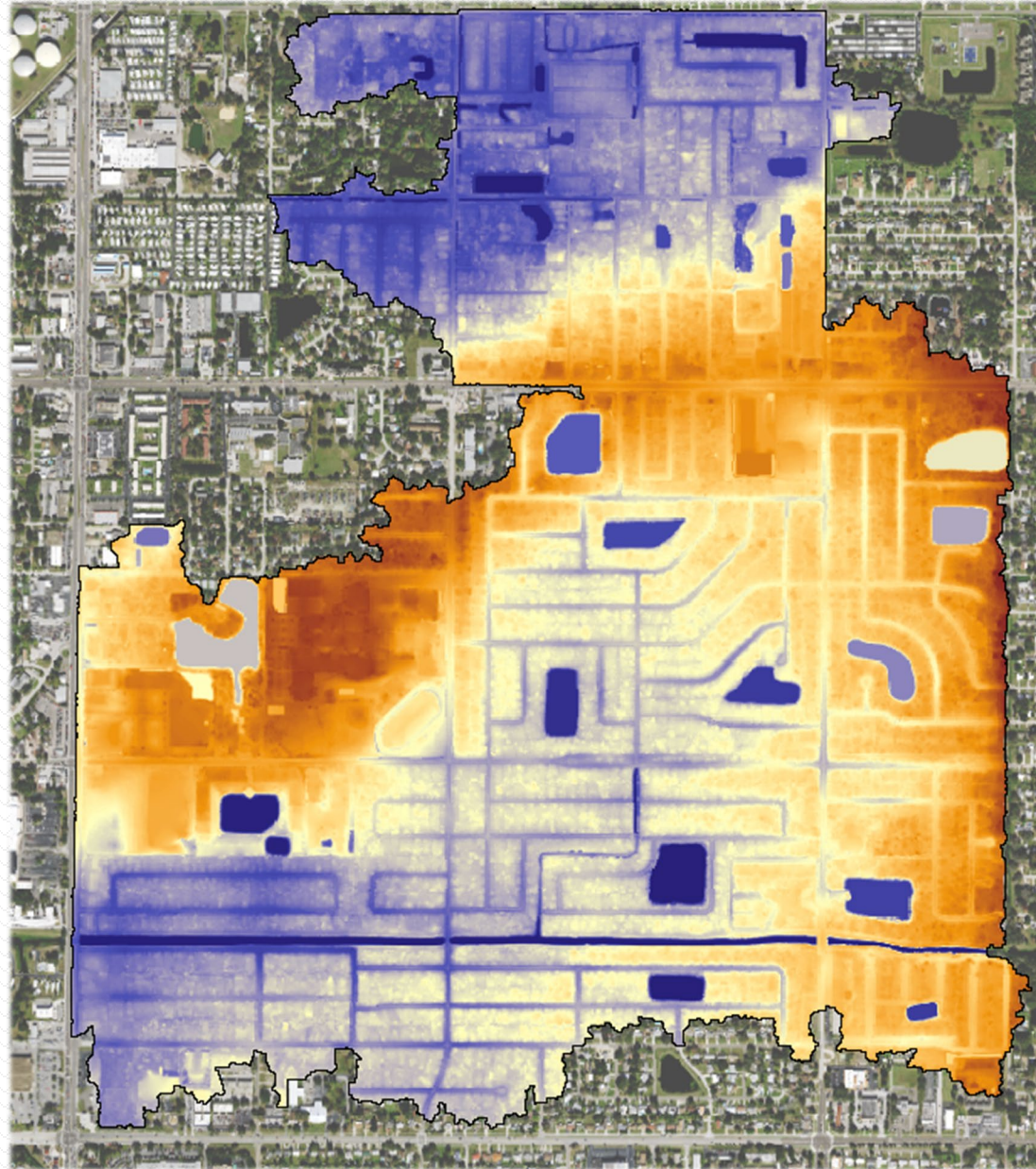
# WATERSHED MANAGEMENT PLAN



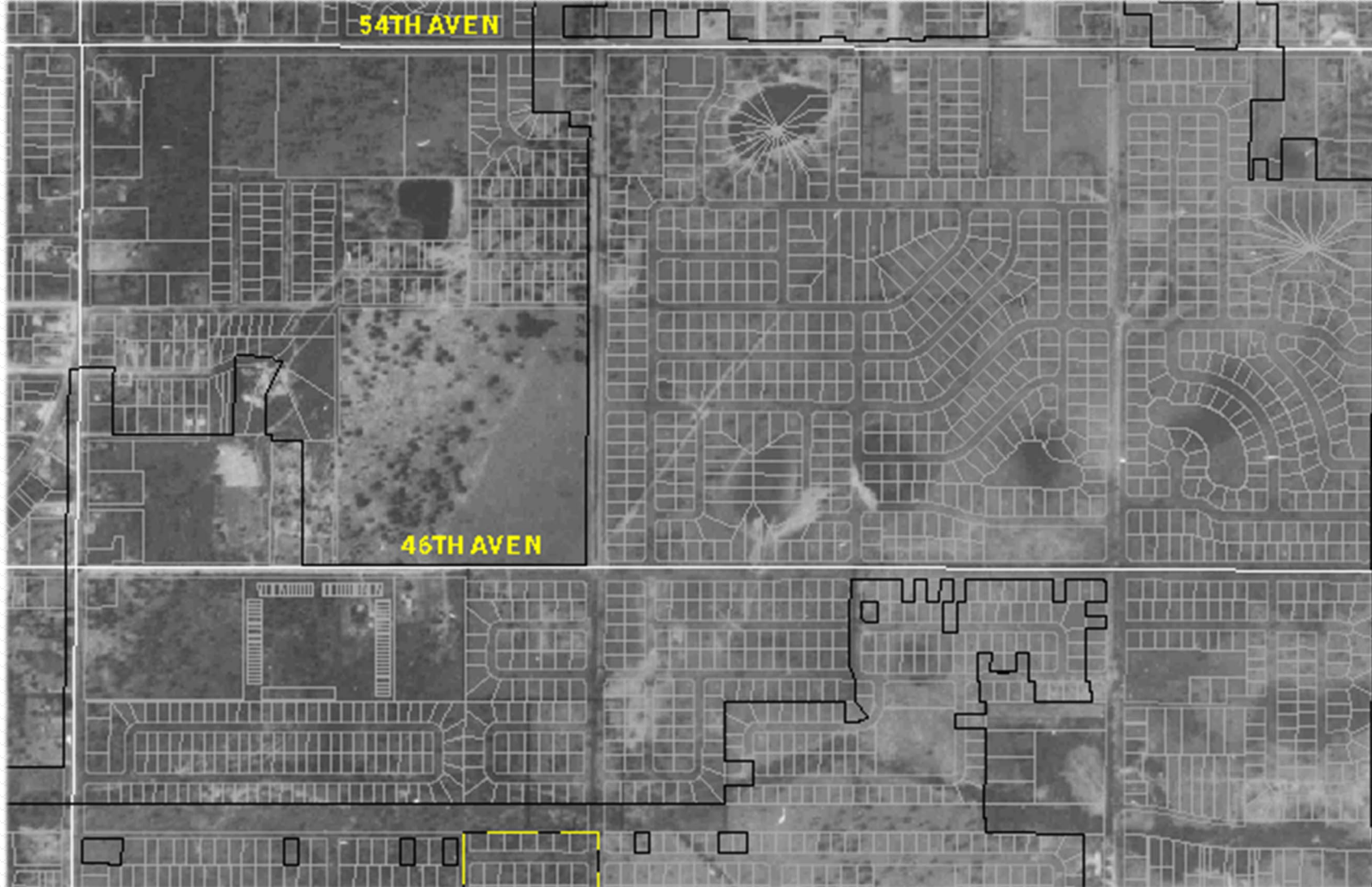
**1951 Aerial Photograph**



# WATERSHED MANAGEMENT PLAN



# WATERSHED MANAGEMENT PLAN

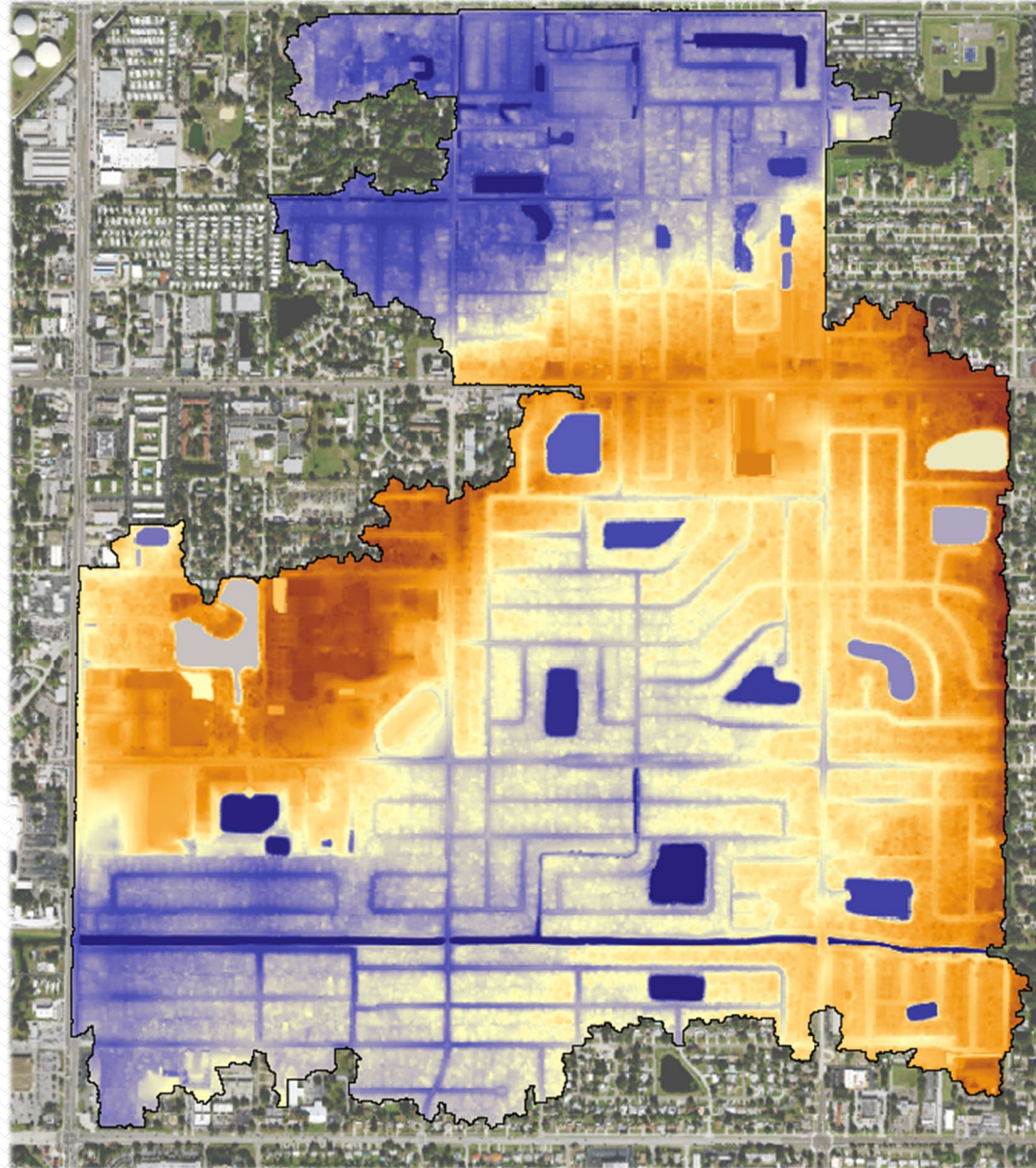


**1951 Aerial Photograph**



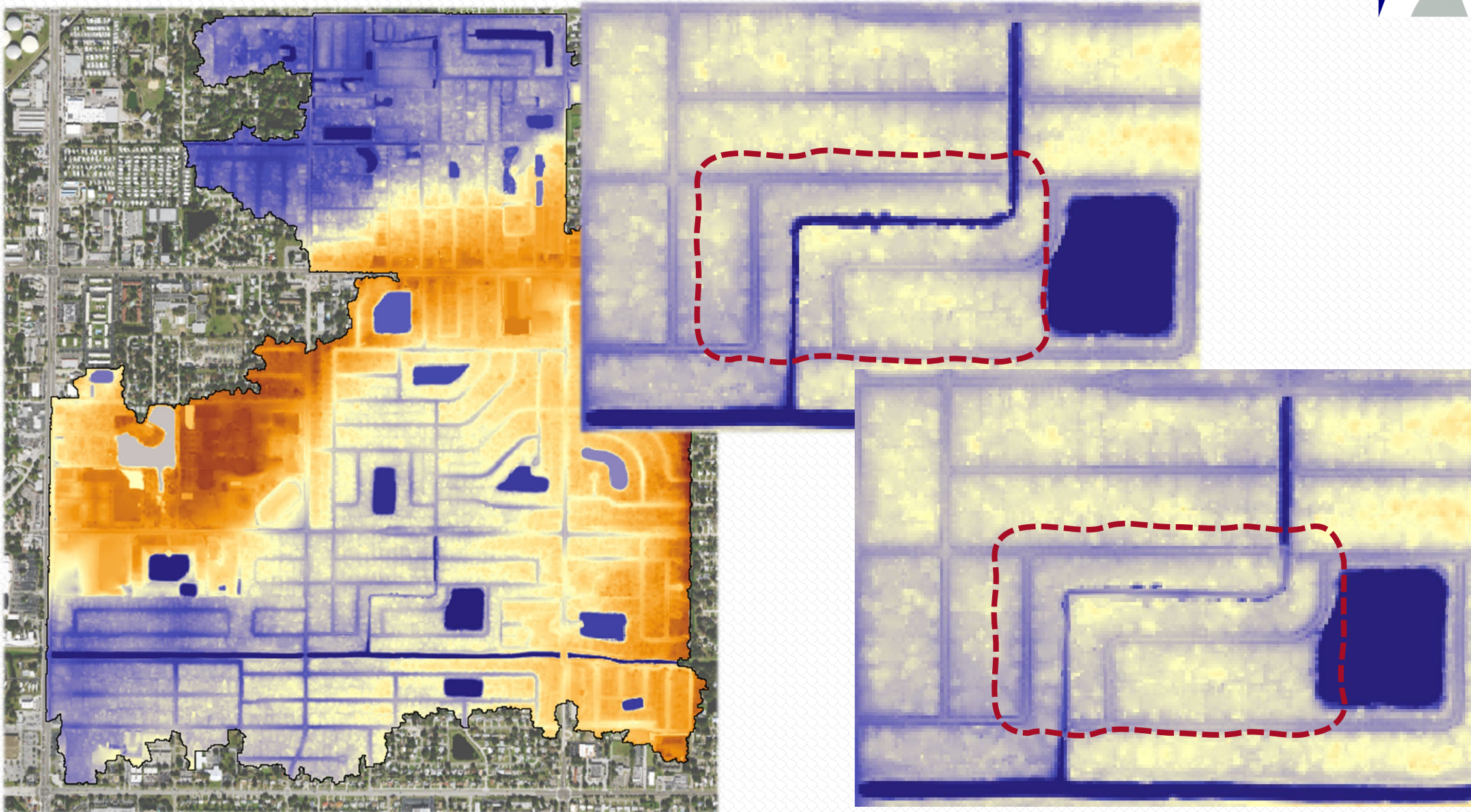


# WATERSHED MANAGEMENT PLAN





# WATERSHED MANAGEMENT PLAN





# WATERSHED MANAGEMENT PLAN

## **Hydrologic & Hydraulic (H&H)**

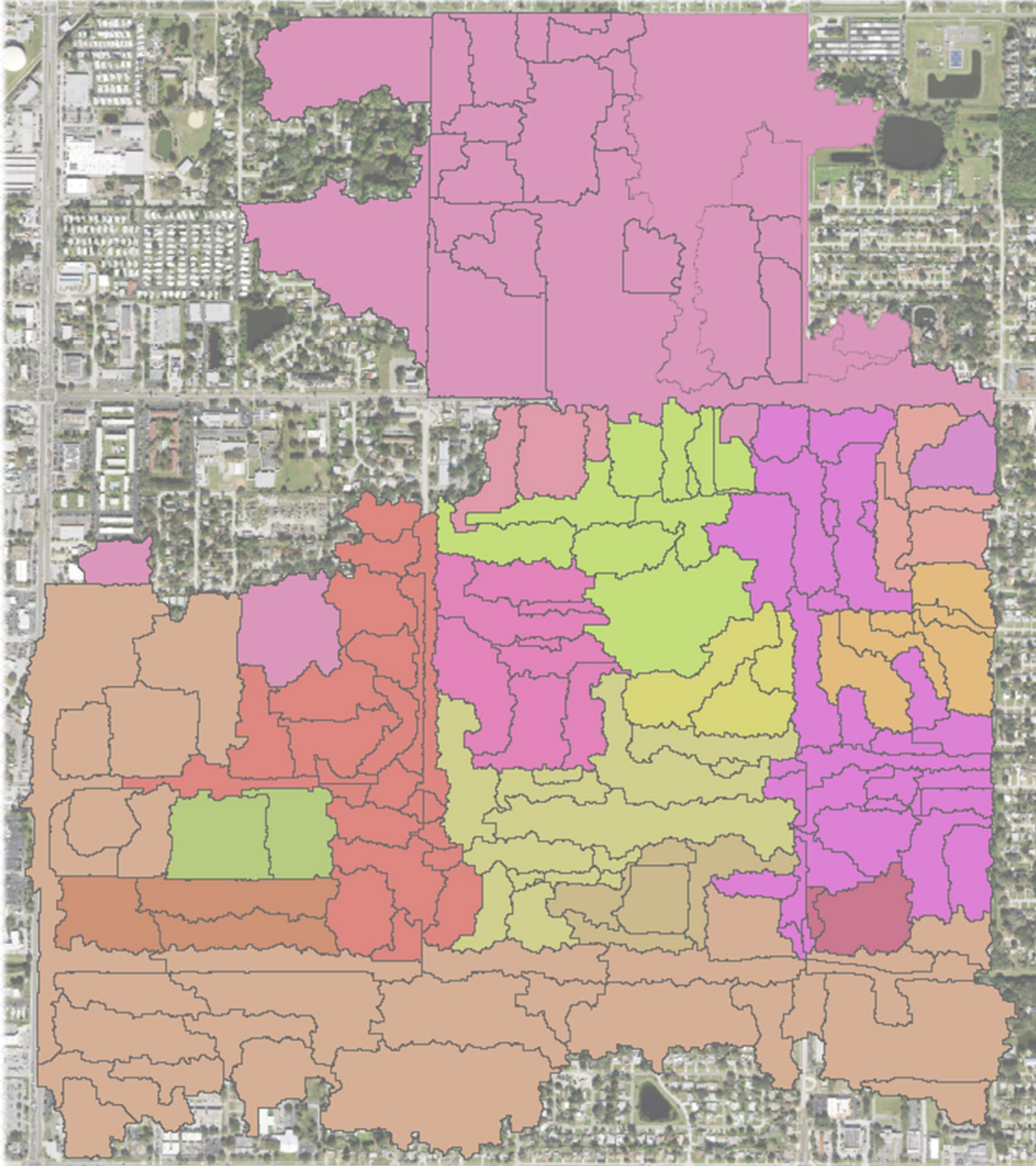
### **Model Development**

- Overall Watershed
- Terrain
- Connectivity
- Infrastructure





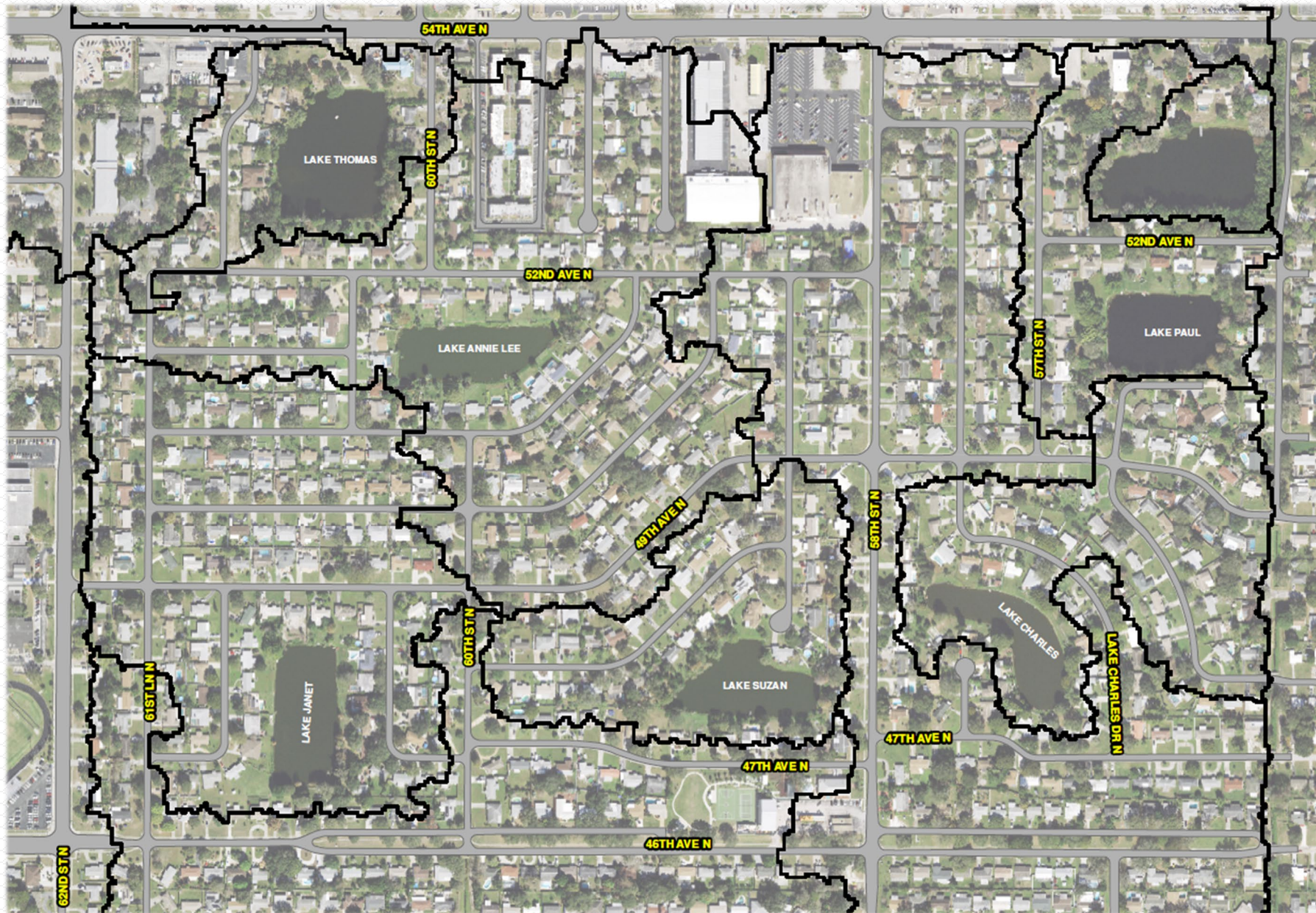
# WATERSHED MANAGEMENT PLAN



**Note Color /  
Gradation  
Variation  
Signifies  
Lake  
Collection  
Areas**



# WATERSHED MANAGEMENT PLAN







# WATERSHED MANAGEMENT PLAN

## **Hydrologic & Hydraulic (H&H)**

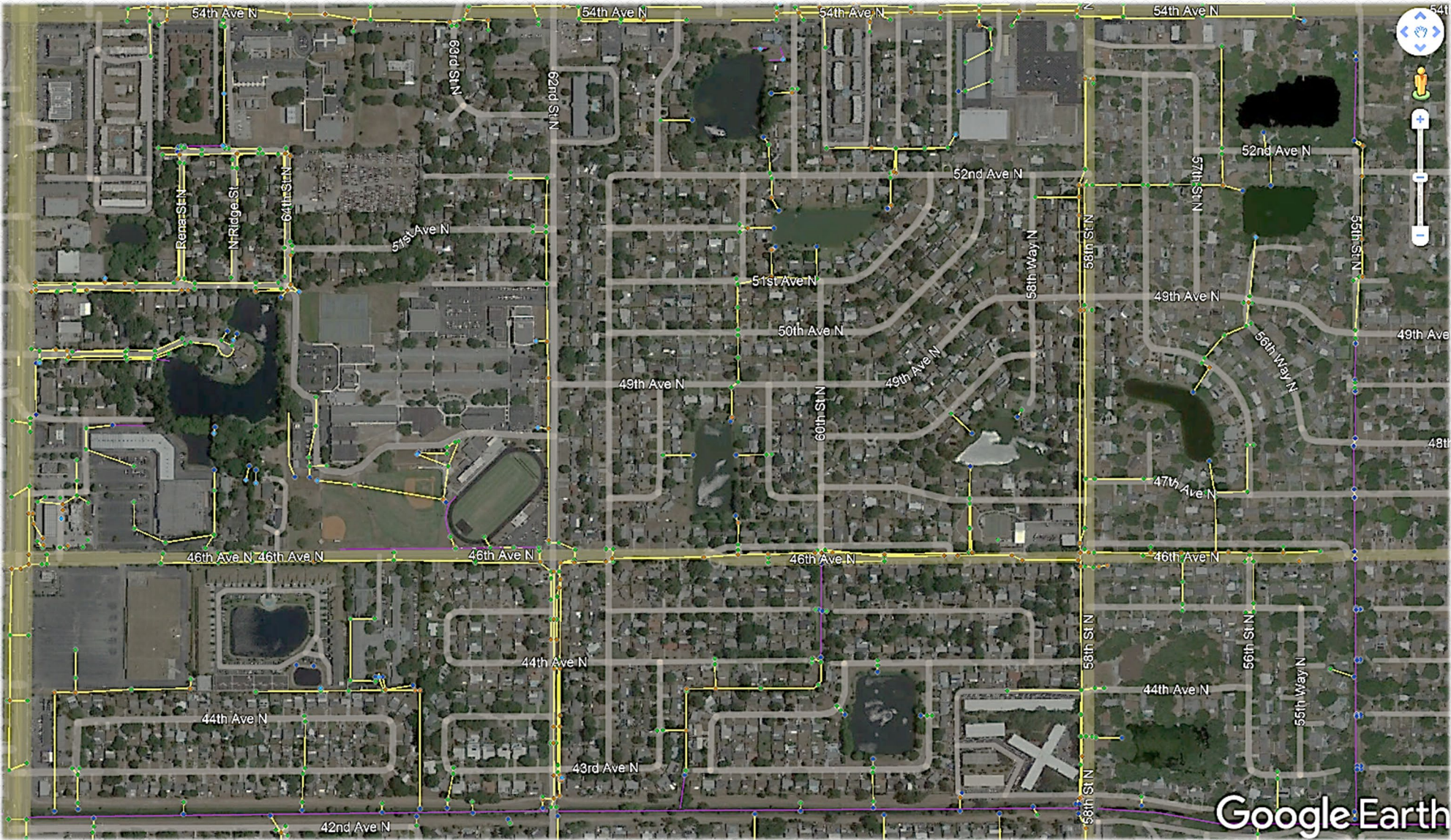
### **Model Development**

- Overall Watershed
- Terrain
- Connectivity
- Infrastructure





# WATERSHED MANAGEMENT PLAN







# WATERSHED MANAGEMENT PLAN

## **Hydrologic & Hydraulic (H&H)**

## **Model Development**

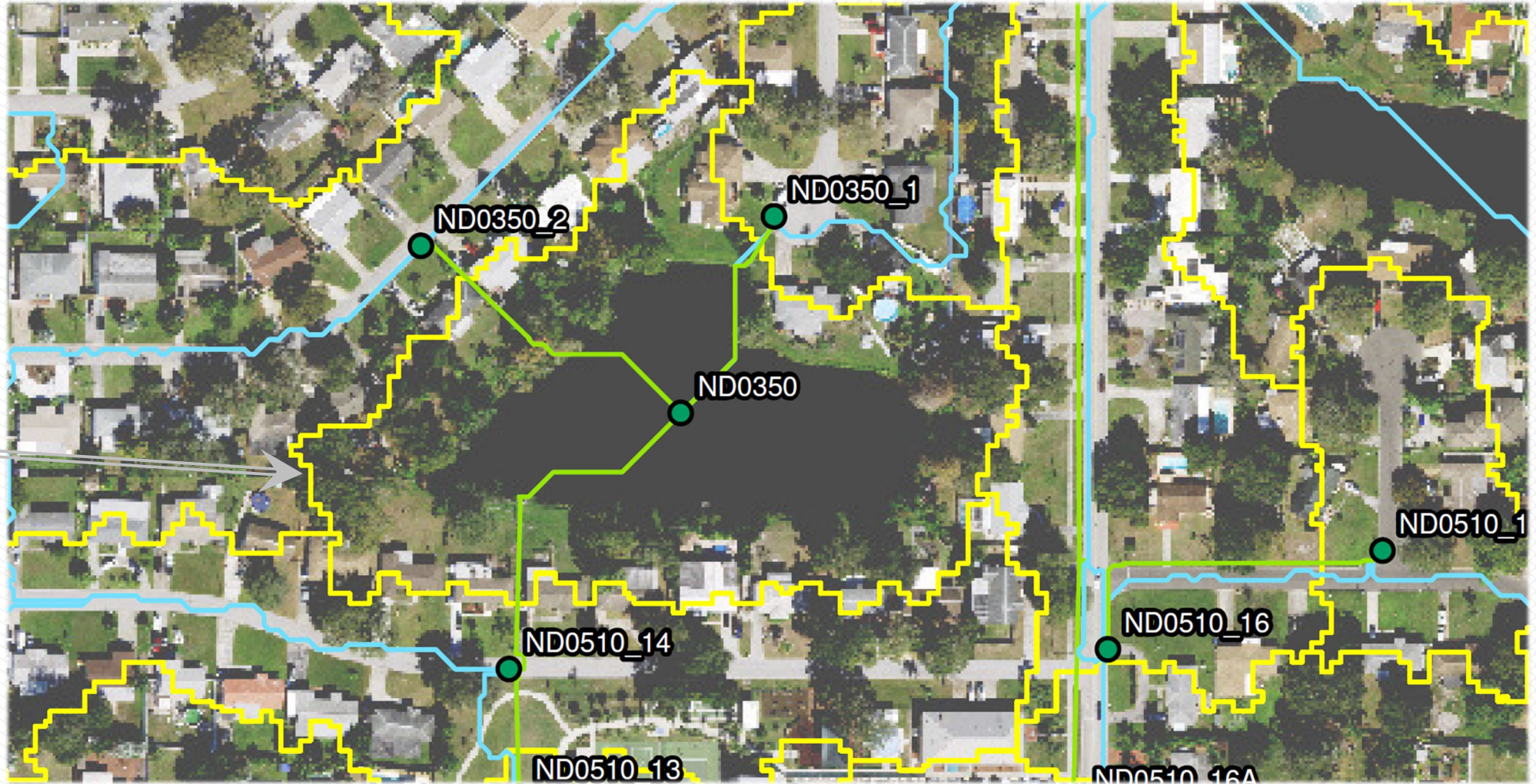
- Overall Watershed
- Terrain
- Connectivity
- Infrastructure





# WATERSHED MANAGEMENT PLAN

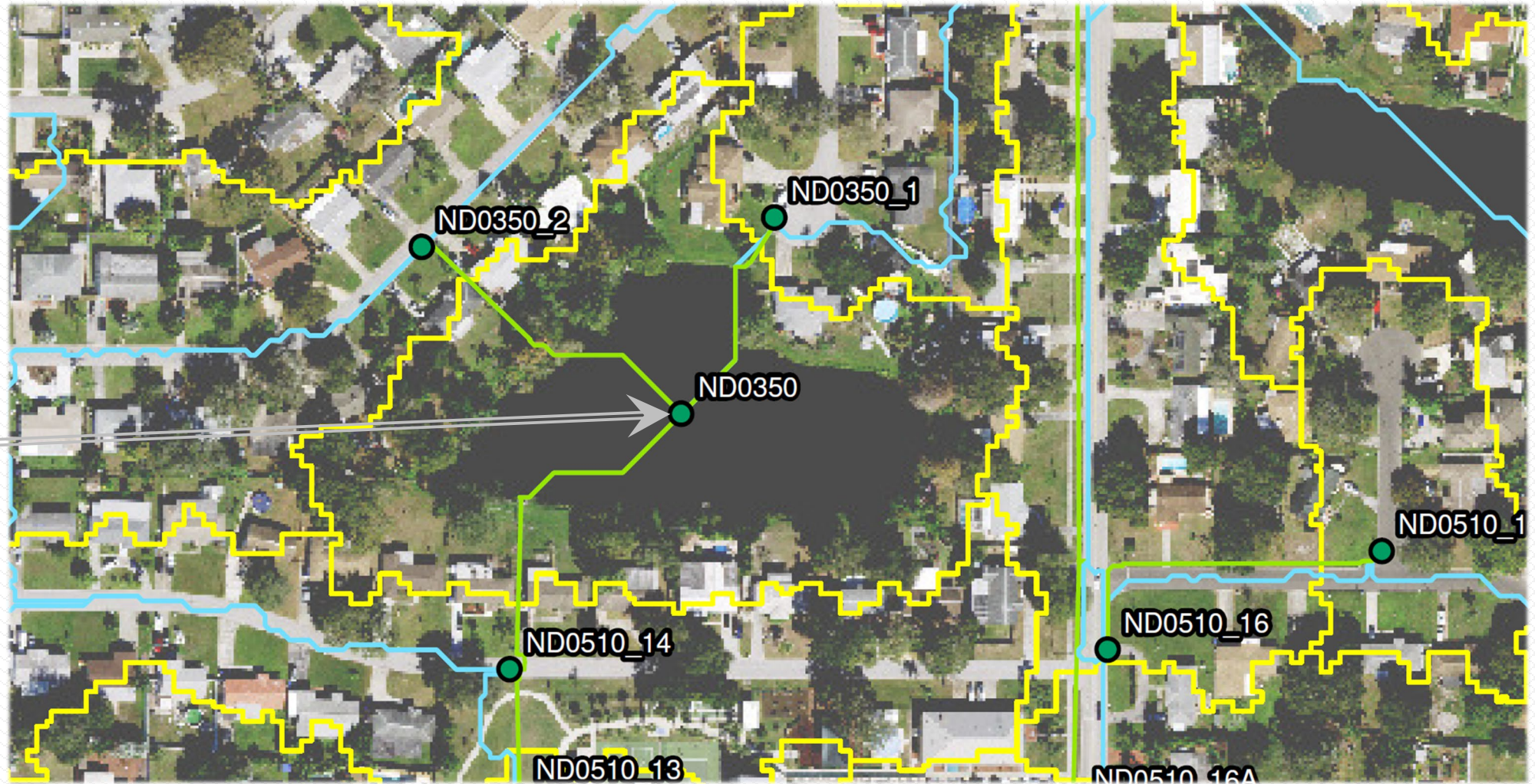
**Basin  
(Drainage  
Area)**





# WATERSHED MANAGEMENT PLAN

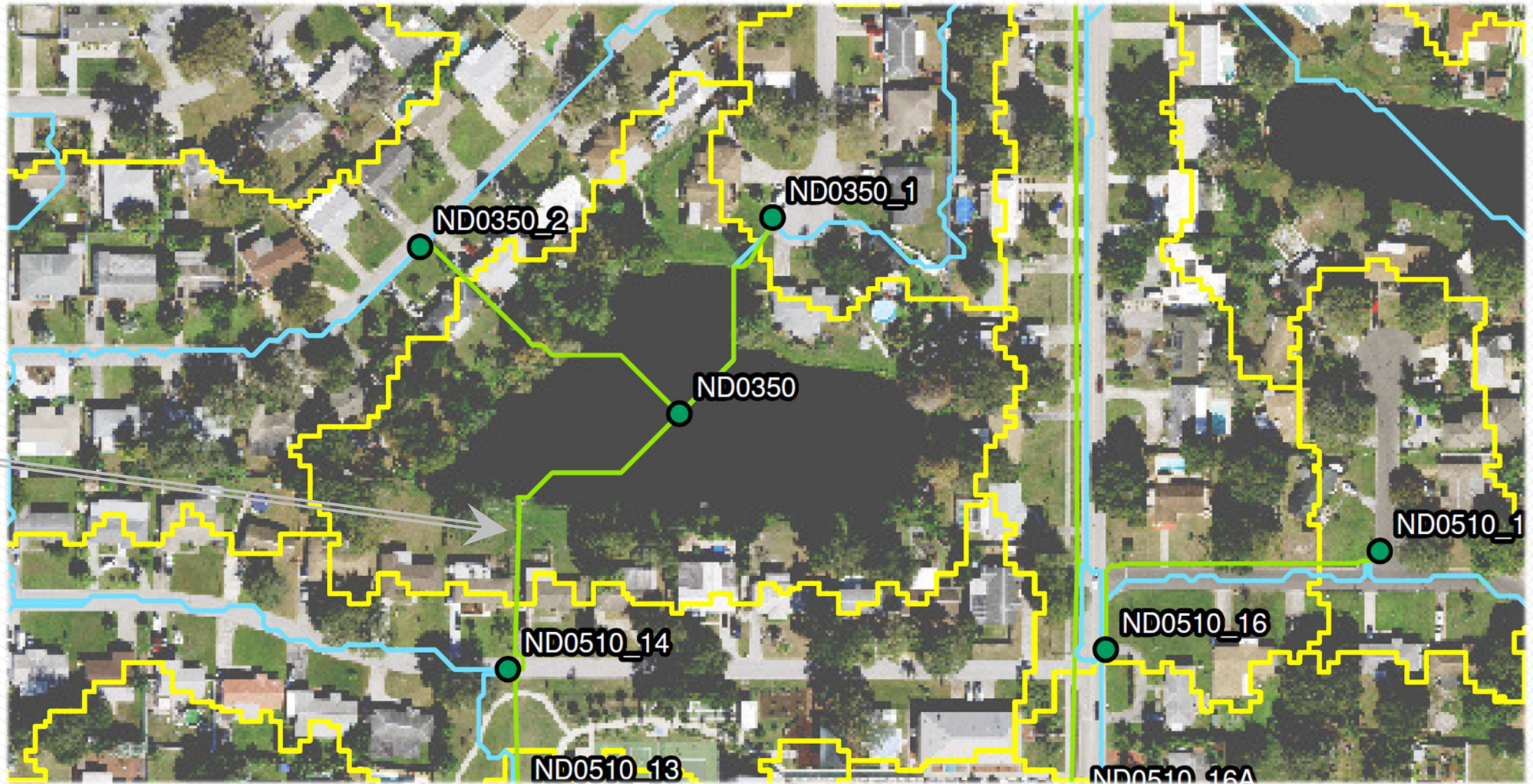
**Node  
(Water  
Storage)**





# WATERSHED MANAGEMENT PLAN

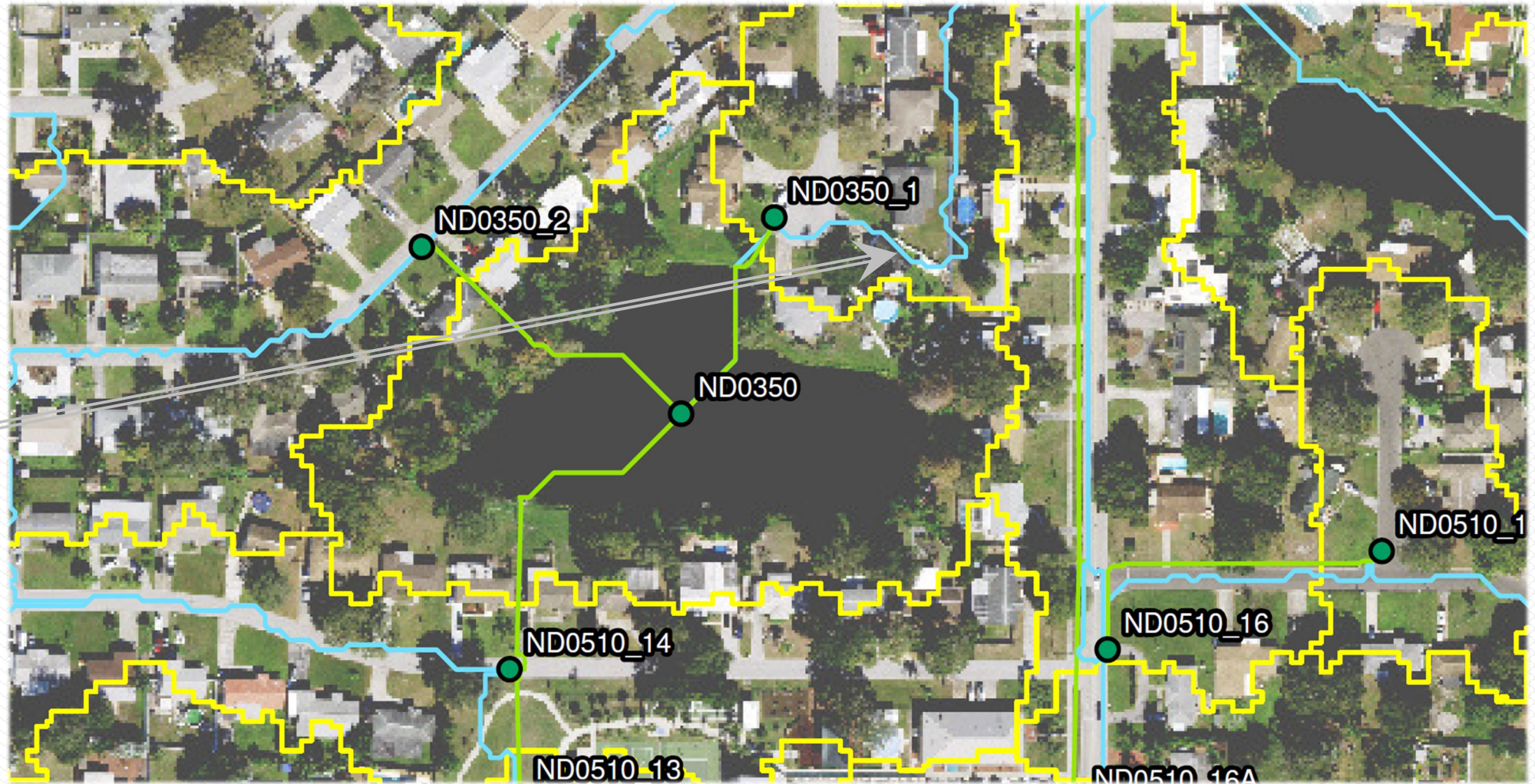
**Link  
(Pipe)**





# WATERSHED MANAGEMENT PLAN

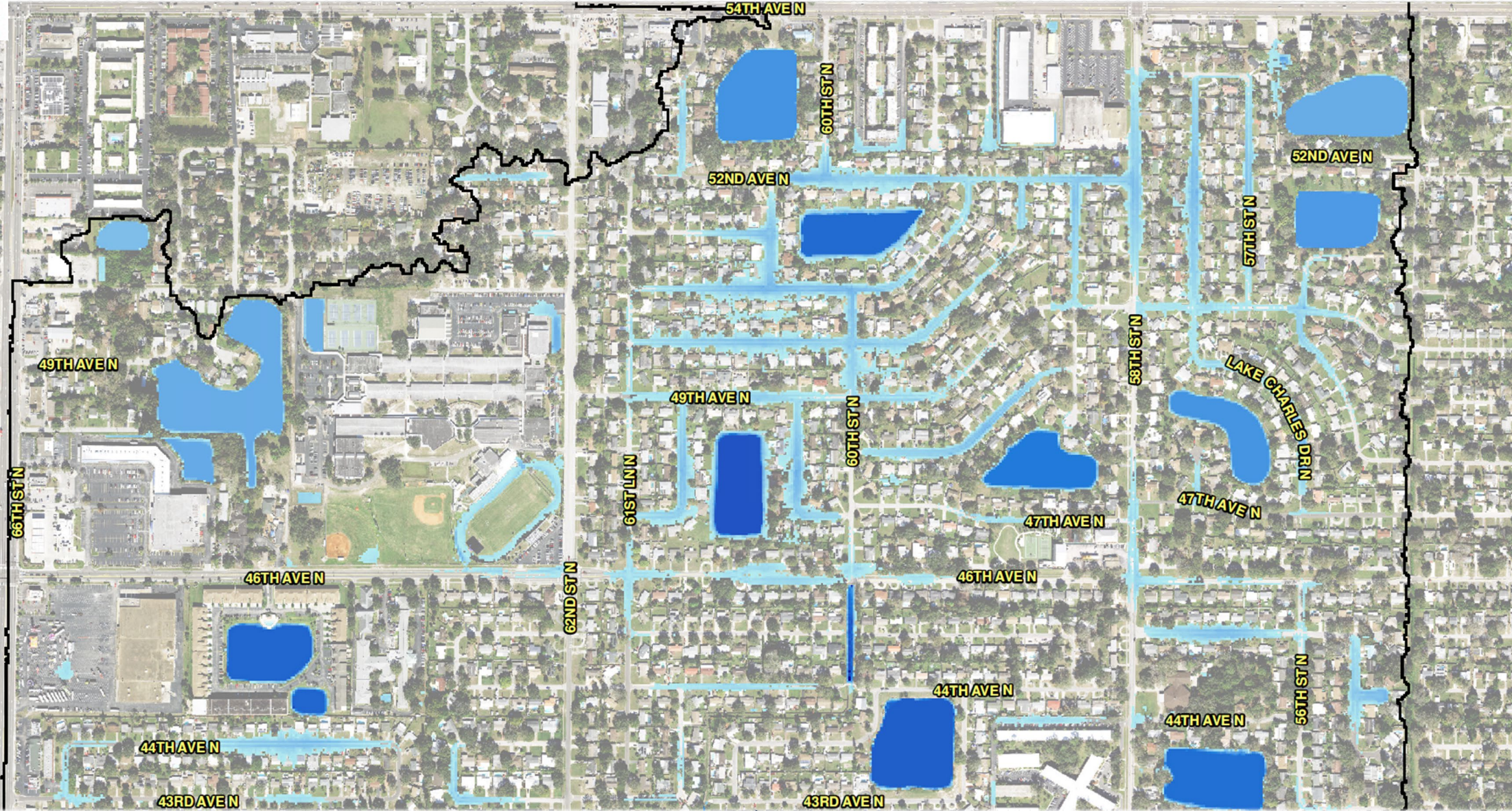
**Link  
(Weir)**







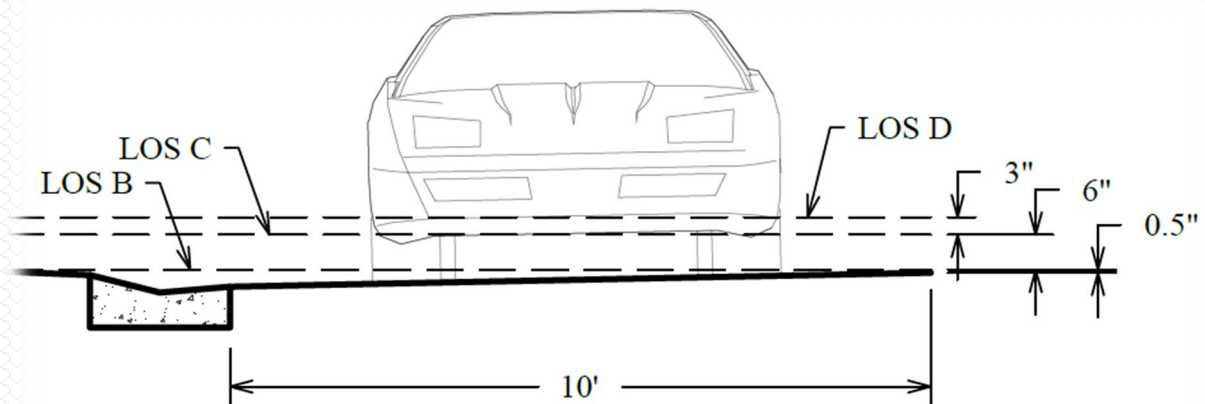
# WATERSHED MANAGEMENT PLAN



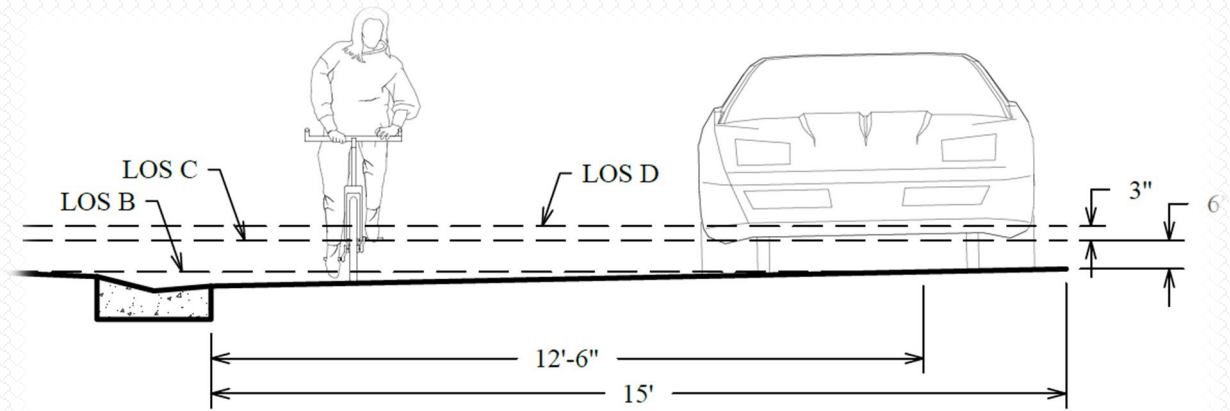




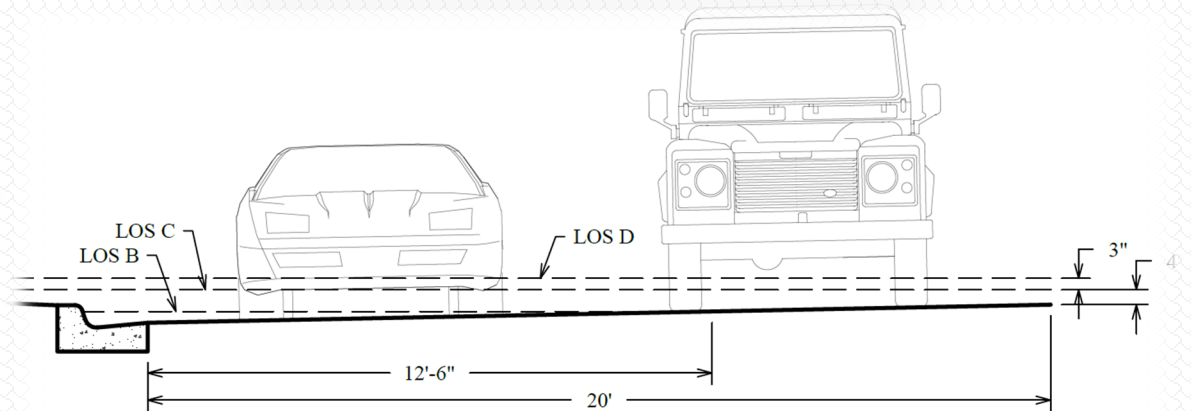
# WATERSHED MANAGEMENT PLAN



**LOCAL**



**SECONDARY**



**PRIMARY**

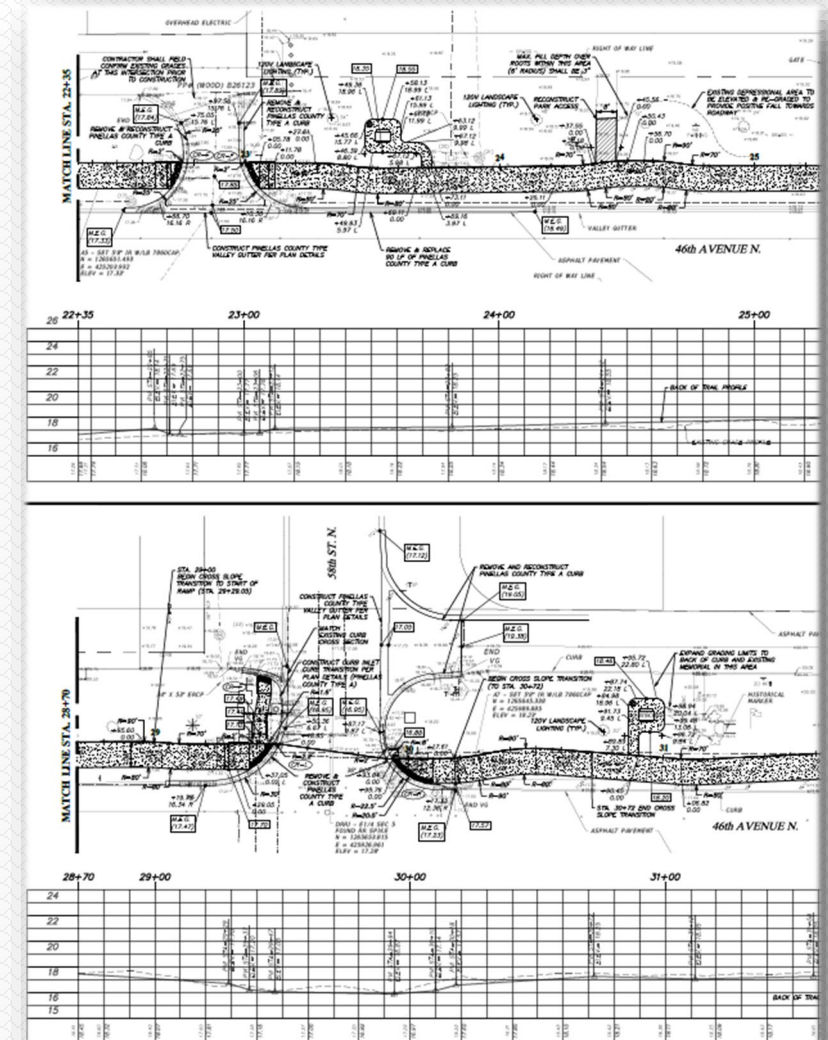
| Level of Service (LOS) Classification | Proposed Level of Service (LOS) Criteria |
|---------------------------------------|--|
| A                                     | No Roadway Flooding.                     |
| B                                     | Roadway Flooding Depth < 3"              |
| C                                     | 3" < Roadway Flooding Depth < 9"         |
| D                                     | 9" < Roadway Flooding Depth < 12"        |
| E                                     | 12" < Roadway Flooding Depth < 16"       |
| F                                     | Roadway Flooding Depth > 16"             |

# WATERSHED MANAGEMENT PLAN



## Alternative Analysis

- Define Acceptable Level of Service (LOS)
- Identify Projects
- Develop Prelim. Pricing







# WATERSHED MANAGEMENT PLAN

## Proposed Project Considerations

- **Strategic Pipe Improvements**  
*Best Bang for the Buck!*
- **Maximize Lake Storage Opportunities**  
*Where is the Volume?*
- **Water Quality Improvement**  
Environmental Benefit + Funding Opportunities
- **Leverage Positive Relationships**  
*Look for “Win-Win” Projects.*





An aerial photograph of a suburban area with houses, trees, and a few ponds. A yellow line outlines a specific region in the center. A large, semi-transparent dark blue rectangle is overlaid on the center of the image, containing the text 'THANK YOU'. There are also solid blue rectangular blocks at the top and bottom center of the image.

**THANK YOU**



# Kenneth City Police Department Stats

| Service Summary |                   |                       |     |       | Arrests       |              |               |                      | Traffic          |                   |                                    |                        | Crime Prevention & Outreach      |                 |  |  |
|-----------------|-------------------|-----------------------|-----|-------|---------------|--------------|---------------|----------------------|------------------|-------------------|------------------------------------|------------------------|----------------------------------|-----------------|--|--|
| Month/ 2022     | Calls for service | Reports + Supplements | AOA | Alarm | SAD Referrals | APAD Arrests | Arrests / NTA | Crash Investigations | Traffic Warnings | Traffic Citations | Business & Residential Area Checks | Trial / Watch Programs | Community Contact/Assist Citizen | Directed Patrol |  |  |
| January         | 73                | 107                   | 6   | 10    | 4             | 0            | 7             | 8                    | 36               | 14                | 5422                               | 296                    | 221                              | 571             |  |  |
| February        | 74                | 110                   | 8   | 5     | 1             | 0            | 9             | 11                   | 38               | 15                | 3416                               | 264                    | 225                              | 452             |  |  |
| March           | 79                | 120                   | 8   | 12    | 4             | 0            | 11            | 11                   | 38               | 17                | 3050                               | 361                    | 243                              | 470             |  |  |
| April           |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| May             |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| June            |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| July            |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| August          |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| September       |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| October         |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| November        |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| December        |                   |                       |     |       |               |              |               |                      |                  |                   |                                    |                        |                                  |                 |  |  |
| Yearly Totals   | 226               | 337                   | 22  | 27    | 9             | 0            | 27            | 30                   | 112              | 46                | 11888                              | 921                    | 689                              | 1493            |  |  |

Reports and Supplements include FIR, Incident, and Offense Reports.  
Stats consist of those who are full time, assigned to light duty, and Reserve.  
Those who have additional assignments in patrol within the agency are reported in additional documents: Detective Gibson (CIS), Ofc Diaz Leon (Accreditation), Sgt Irallo (Community Policing/Code Compliance).

This report does NOT reflect all the work or activity completed by the members of this Agency. It provides a snapshot of activity in selected areas identified by month, per calendar year. The areas chosen are those which are often asked about or requested.  
Data Sources: Tritech CAD, Visinet, ACISS Web, PCSONET Custom Query, TRACS, and daily reports. Tabulated by EP and LB

**Volunteer hours running total for the year is 241 hours. These hours are donated to the Town of Kenneth City by 6 volunteers and 5 Reserve Officers.**

*Chad Webb*

# KCPD Monthly Stats March 2022

## Detective S. Gibson

Number of cases started with: 27, with 2 more waiting to be assigned

Number of cases ended with: 22, with 7 more waiting to be assigned

### New cases assigned for the month

|                     |          |
|---------------------|----------|
| <b>FELONY</b>       | <b>1</b> |
| <b>MISDEMEANOR</b>  |          |
| <b>NON-CRIMINAL</b> | <b>2</b> |

### Case dispositions

|                                       |          |
|---------------------------------------|----------|
| <b>INACTIVATED</b>                    | <b>5</b> |
| <b>CLOSED WITH MISDEMEANOR ARREST</b> |          |
| <b>CLOSED WITH FELONY ARREST</b>      |          |
| <b>CLOSED OTHER</b>                   | <b>2</b> |
| <b>CLOSED SAO REFERRAL</b>            | <b>1</b> |
| <b>CLEARED WITH WAIVER</b>            |          |

### Other Activity

|  |           |
|--|-----------|
| <b>SURVEILLANCES</b>                           |           |
| <b>PHOTOPACKS</b>                              |           |
| <b>EVIDENCE STATUS REQUESTS</b>                |           |
| <b>INITIAL REPORTS</b>                         |           |
| <b>SUPPLEMENTS</b>                             | <b>15</b> |
| <b>WARRANTS</b>                                |           |
| <b>TOUCH DNA PROCESSING / BUCCALS</b>          |           |
| <b>SUSPECTS RESULTING FROM TOUCH DNA</b>       |           |
| <b>OTHER: CCTV FOOTAGE, CELL TRACKING, D/L</b> |           |
| <b>SUBPOENAS</b>                               | <b>2</b>  |
| <b>JAIL RECORDINGS</b>                         |           |
| <b>REPORTS REVIEWED</b>                        | <b>29</b> |
| <b>CONTACT ATTEMPTS</b>                        | <b>3</b>  |
| <b>INTERVIEWS</b>                              | <b>8</b>  |
| <b>TRANSPORTING PROPERTY/EVIDENCE</b>          | <b>4</b>  |
| <b>RECOVERED STOLEN PROPERTY</b>               |           |
| <b>BOLOS</b>                                   |           |
| <b>APADS</b>                                   |           |

\*\*\*It should be noted Detective Gibson took a week off for vacation\*\*\*



## **KCPD Community Policing Overview March, 2022**

### **Sergeant Andy Izrailov, Supervisor, COMMUNITY POLICING**

The Kenneth City Spring Festival was held during the month of March (March 5<sup>th</sup>). This was a community policing/town event, which drew approximately 400 to 500 attendees. Numerous police, town staff and DPW personnel participated in this event. Officer Emely Cruz attended Pinellas Park High School's "Law week" to promote the law enforcement profession, along with numerous other Pinellas County Law enforcement agencies. Officer Emely Cruz further spent the day at Pinellas Park City Chamber of Commerce, promoting upcoming community policing/town events.

Upcoming community policing/town events are: "Movie night in the park" on April 15<sup>th</sup> and The 4<sup>th</sup> of July festival. On April 30<sup>th</sup> a county wide "Operation medicine cabinet event" will be held. Preparations are being made for all upcoming events. Sgt. Andy Izrailov and Officer Emely Cruz will be attending all upcoming events.

Officers have been patrolling the town on mountain bikes, and the Polaris patrol vehicle, as time permits. This was well received by numerous town residents.

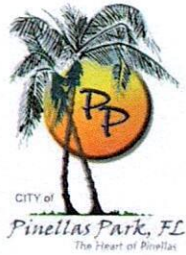
The Police Department continues to maintain Operation Medicine Cabinet, which allows residents to drop off old or unwanted prescription medication for safe disposal. The police department further conducted several in progress code compliance investigations.

Officers continued to conduct numerous Town business area patrols, for ongoing homeless subject complaints. The goal still is to provide a safe alternative for the homeless subjects, such as Safe Harbor and Pinellas Hope, as well as other resources, to create a positive resolution for everyone. Officers continued to conduct directed patrol of all Town parks and Town Hall for suspicious activity/persons.

All Town officers have been conducting traffic stops to educate drivers on traffic infractions and traffic safety issues. Further, the agency deterrent vehicle (ghost car) has been placed at numerous business/roadway locations throughout the Town to deter traffic violations/criminal activity.

Town residents and local businesses are supportive of the ghost car placement and we continue to receive positive feedback.

Further, officers on midnight shift placed *Third Watch* notices throughout the Town as they checked closed business locations after hours. Officers conducted *House Checks* as requested by homeowners whose property was unattended. Officers continue to be active in the community, by making citizen contacts, handing out police stickers, coloring books, and bicycle lights.



City of  
**PINELLAS PARK, FLORIDA**

**PINELLAS PARK FIRE DEPARTMENT**

11350 43<sup>RD</sup> STREET NORTH, CLEARWATER, FL 33762  
TEL 727-369-5803, FAX 727-369-5785

**FIRE DEPARTMENT REPORT**  
KENNETH CITY COUNCIL MEETING  
April 13, 2022

For the month of March 2022, the Fire, EMS and Life Safety activities break down as follows:

**RESPONSES IN KENNETH CITY**

| TYPE OF RESPONSE       | MONTH      | YEAR TO DATE |            |
|------------------------|------------|--------------|------------|
|                        | March      | 2022         | 2021       |
| MEDICAL                | 146        | 408          | 355        |
| VEHICLE COLLISION      | 6          | 12           | 13         |
| FIRE RELATED CALLS     | 16         | 33           | 18         |
| <b>TOTAL RESPONSES</b> | <b>168</b> | <b>453</b>   | <b>386</b> |

**ENGINE 16 RESPONSES**

| TYPE OF RESPONSE       | IN KENNETH CITY |              |            | OUTSIDE KENNETH CITY |              |            | TOTAL RESPONSES |              |            |
|------------------------|-----------------|--------------|------------|----------------------|--------------|------------|-----------------|--------------|------------|
|                        | MONTH           | YEAR TO DATE |            | MONTH                | YEAR TO DATE |            | MONTH           | YEAR TO DATE |            |
|                        | March           | 2022         | 2021       | March                | 2022         | 2021       | March           | 2022         | 2021       |
| MEDICAL                | 54              | 156          | 115        | 31                   | 109          | 99         | 85              | 265          | 214        |
| VEHICLE COLLISION      | 3               | 6            | 5          | 25                   | 70           | 50         | 28              | 76           | 55         |
| FIRE RELATED CALLS     | 11              | 24           | 14         | 19                   | 73           | 86         | 30              | 97           | 100        |
| <b>TOTAL RESPONSES</b> | <b>68</b>       | <b>186</b>   | <b>134</b> | <b>75</b>            | <b>252</b>   | <b>235</b> | <b>143</b>      | <b>438</b>   | <b>369</b> |

**LIFE SAFETY MANAGEMENT SERVICES**

| TYPE OF SERVICE PERFORMED | MONTH | YEAR TO DATE |      |
|---------------------------|-------|--------------|------|
|                           | March | 2022         | 2021 |
| INSPECTIONS               | 5     | 92           | 195  |
| FALSE ALARMS              | 5     | 14           | 10   |
| PLANS REVIEW              | 5     | 13           | 1    |
| SMOKE ALARMS INSTALLED    | 2     | 2            | 5    |
| PUBLIC EDUCATION PROGRAMS | 0     | 0            | 0    |
| PROGRAM ATTENDANCE        | 0     | 0            | 0    |

Respectfully submitted,

  
Brett Schlatterer, Fire Chief





# TOWN OF KENNETH CITY

*A SAFE, FRIENDLY SMALL TOWN*

**6000 54th Avenue North - Kenneth City, Florida 33709**

**Phone : (727) 498-8948 | Fax : (727) 498-8841**

**town57@kennethcityfl.org | www.kennethcityfl.org**

TO: TOWN CLERK

From: Gary Strait, Plans Examiner

Subject: Permits & Fees For: **March 2022**

Number of Permits Issued: **49**

Total Fees Collected: \$ **37376.35**

The Following Permits Were Issued:

Building 22

Electric 2

Mechanical 10

Plumbing 3


Engineering 5

Landscaping 5

Gas 0

Fire 2

Sign 0

 4/1/22

APRIL 2022

| DATE     | ADDRESS              | APPLICANT                    | OWNER                 | PERMIT #  | TYPE | DESCRIPTION             | ISSUE DATE | VALUATION      | PLAN REV   | TIF    | DCADBP   | T & E FEE | PERMIT FEE  | TOTAL       |
|----------|----------------------|------------------------------|-----------------------|-----------|------|-------------------------|------------|----------------|------------|--------|----------|-----------|-------------|-------------|
| 03/01/22 | 5400 58TH ST         | JHE CONSTRUCTION             | ALL STAR PROPERTIES   | 22-03-001 | BLDG | BUILDOUT OF BAKERY      | 03/10/22   | \$63,841.00    | \$296.94   | \$0.00 | \$22.27  | \$10.00   | \$351.00    | \$680.21    |
| 03/01/22 | 5400 58TH ST         | AMERICAN VETERAN PLUMBING    | ALL STAR PROPERTIES   | 22-03-001 | PLBG | BUILDOUT OF BAKERY      | 03/10/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$80.96     | \$80.96     |
| 03/01/22 | 5400 58TH ST         | AIR RESCUE                   | ALL STAR PROPERTIES   | 22-03-001 | ELEC | BUILDOUT OF BAKERY      | 03/10/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$80.96     | \$80.96     |
| 03/01/22 | 5400 58TH ST         | td                           | ALL STAR PROPERTIES   | 22-03-001 | MECH | BUILDOUT OF BAKERY      | 03/10/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$80.96     | \$80.96     |
| 03/01/22 | 5664 40TH TERR #429  | VELOCITY AIR COND            | FERGUSON              | 22-03-002 | MECH | MECHANICAL REPLACEMENT  | 03/01/22   | \$6,988.00     | \$0.00     | \$0.00 | \$4.00   | \$2.00    | \$40.00     | \$46.00     |
| 03/03/22 | 6539 43RD AVE        | WINDOW WALL                  | BOYCE                 | 22-03-003 | BLDG | WINDOWS                 | 03/03/22   | \$21,975.00    | \$72.50    | \$0.00 | \$9.88   | \$10.00   | \$145.00    | \$232.94    |
| 03/03/22 | 5946 54TH AVE        | PROFESSIONAL ROOF SYSTEMS    | ARENA N G LLC         | 22-03-004 | BLDG | ROOF REPLACEMENT        | 03/03/22   | \$75,000.00    | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$395.00    | \$414.88    |
| 03/03/22 | 4383 61ST WAY        | ORANGE BLOSSOM ROOFING       | BALDWIN               | 22-03-005 | BLDG | ROOF REPLACEMENT        | 03/03/22   | \$19,516.00    | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$135.00    | \$144.00    |
| 03/03/22 | 4300 63RD ST         | PAVER TRADERS                | MALEONE               | 22-03-006 | ENG  | PAVER DRIVEWAY          | 03/03/22   | \$10,207.00    | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$90.00     | \$94.00     |
| 03/03/22 | 6252 43RD AVE        | PAVER TRADERS                | ARMSTRONG             | 22-03-007 | ENG  | DRIVEWAY                | 03/03/22   | \$7,477.00     | \$0.00     | \$0.00 | \$0.00   | \$5.00    | \$75.00     | \$80.00     |
| 03/04/22 | 5980 49TH AVE        | ALBRIGHT FAMILY ROOFING      | ALBRIGHT              | 22-03-008 | BLDG | ROOF REPLACEMENT        | 03/04/22   | \$25,000.00    | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$160.00    | \$169.00    |
| 03/04/22 | 4071 55TH WAY #1051  | CMS HOME DEVELOPMENT         | FOWLER                | 22-03-009 | BLDG | WINDOWS                 | 03/04/22   | \$1,650.00     | \$22.50    | \$0.00 | \$4.00   | \$5.00    | \$45.00     | \$76.50     |
| 03/07/22 | 5698 44TH AVE        | R J OWENS ROOFING            | MARTINS               | 22-03-010 | BLDG | ROOF REPLACEMENT        | 03/07/22   | \$14,840.00    | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$110.00    | \$119.00    |
| 03/08/22 | 5526 43RD AVE        | ABC 1-2-TREE                 | PETCHEN               | 22-03-011 | LAND | TREE REMOVAL            | 03/08/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$0.00      | \$0.00      |
| 03/08/22 | 5057 61ST LN         | JV SYSTEMS                   | SILOAM                | 22-03-012 | MECH | MECHANICAL REPLACEMENT  | 03/08/22   | \$5,100.00     | \$0.00     | \$0.00 | \$0.00   | \$2.00    | \$40.00     | \$46.00     |
| 03/08/22 | 6024 51ST AVE        | A OLD TIME ROOFING           | CARSON                | 22-03-013 | BLDG | ROOF REPLACEMENT        | 03/08/22   | \$10,350.00    | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$90.00     | \$99.00     |
| 03/08/22 | 4325 58TH WAY #1424  | AFFORDABLE PROPERTY REN      | WILSON                | 22-03-014 | BLDG | MECHANICAL REPLACEMENT  | 03/08/22   | \$2,000.00     | \$22.50    | \$0.00 | \$4.00   | \$5.00    | \$45.00     | \$76.50     |
| 03/10/22 | 6541 44TH AVE        | HOMETOWN HEATING & AIR       | GRESLEY               | 22-03-015 | MECH | MECHANICAL REPLACEMENT  | 03/10/22   | \$4,000.00     | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$40.00     | \$46.00     |
| 03/10/22 | 4301 63RD WAY        | BOZARTH CONTRACTORS          | GABLE                 | 22-03-016 | BLDG | WINDOWS                 | 03/10/22   | \$12,122.00    | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$100.00    | \$199.00    |
| 03/11/22 | 4380 55TH WAY        | ABC 1-2-TREE                 | WYLOT                 | 22-03-017 | LAND | TREE REMOVAL            | 03/11/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$0.00      | \$0.00      |
| 03/11/22 | 6486 43RD AVE        | KONGKRETE KREATIONZ          | CARPENTER             | 22-03-018 | ENG  | DRIVEWAY                | 03/11/22   | \$8,500.00     | \$0.00     | \$0.00 | \$0.00   | \$5.00    | \$90.00     | \$95.00     |
| 03/14/22 | 4330 56TH ST         | TIM DONOVAN AIR              | VEHOEN                | 22-03-019 | MECH | MECHANICAL REPLACEMENT  | 03/14/22   | \$6,650.00     | \$0.00     | \$0.00 | \$4.00   | \$2.00    | \$40.00     | \$46.00     |
| 03/14/22 | 6196 44TH AVE        | HENRY JOHNSON HAULING        | FRASER                | 22-03-020 | ENG  | DRIVEWAY                | 03/14/22   | \$2,485.00     | \$0.00     | \$0.00 | \$0.00   | \$5.00    | \$50.00     | \$55.00     |
| 03/15/22 | 5933 50TH AVE        | LOWES HOME CENTERS           | EVERETT               | 22-03-021 | BLDG | FENCE REPLACEMENT       | 03/15/22   | \$5,744.00     | \$0.00     | \$0.00 | \$0.00   | \$5.00    | \$65.00     | \$70.00     |
| 03/15/22 | 5933 50TH AVE        | HAFKE PLUMBING               | IRONS                 | 22-03-022 | PLBG | SEWER REPLACEMENT       | 03/15/22   | \$7,150.00     | \$0.00     | \$0.00 | \$4.00   | \$2.00    | \$40.00     | \$46.00     |
| 03/15/22 | 6152 LAKE CHARLES DR | HANDYMAN ROOFING             | CADE                  | 22-03-023 | BLDG | ROOF REPLACEMENT        | 03/15/22   | \$3,850.00     | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$35.00     | \$64.00     |
| 03/15/22 | 4154 57TH ST #274    | COX HEATING & AC             | DERWIN                | 22-03-024 | MECH | MECHANICAL REPLACEMENT  | 03/15/22   | \$6,450.00     | \$0.00     | \$0.00 | \$4.00   | \$2.00    | \$40.00     | \$46.00     |
| 03/15/22 | 4315 55TH WAY        | JAMES ROOFING SERVICES       | KOCHER                | 22-03-025 | BLDG | ROOF REPLACEMENT        | 03/15/22   | \$28,260.00    | \$0.00     | \$0.00 | \$4.50   | \$10.00   | \$180.00    | \$194.50    |
| 03/15/22 | 6382 44TH AVE        | WINDOW WALL                  | HASTY                 | 22-03-026 | BLDG | WINDOWS                 | 03/15/22   | \$15,830.00    | \$57.50    | \$0.00 | \$4.31   | \$10.00   | \$115.00    | \$186.81    |
| 03/28/22 | 4777 61ST LN         | SUPER HEAT & AIR             | SELDEN                | 22-03-027 | MECH | MECHANICAL REPLACEMENT  | 03/28/22   | \$9,395.00     | \$0.00     | \$0.00 | \$4.00   | \$2.00    | \$40.00     | \$46.00     |
| 03/21/22 | 4501 66TH ST         | PARKWAY C&A LP               | FUQUA BCDC KC PO      | 22-03-028 | BLDG | SHELL BUILDING          | 03/21/22   | \$150,000.00   | \$322.50   | \$0.00 | \$24.19  | \$20.00   | \$645.00    | \$1,011.69  |
| 03/21/22 | 4501 66TH ST         | PARKWAY C&A LP               | FUQUA BCDC KC PO      | 22-03-029 | BLDG | INTERIOR BUILDOUT       | 03/21/22   | \$2,400,000.00 | \$3,697.50 | \$0.00 | \$775.08 | \$20.00   | \$7,395.00  | \$11,887.58 |
| 03/21/22 | 4501 66TH ST         | PARKWAY C&A LP               | FUQUA BCDC KC PO      | 22-03-029 | FIRE | INTERIOR BUILDOUT       | 03/21/22   | \$0.00         | \$2,164.22 | \$0.00 | \$0.00   | \$0.00    | \$2,164.22  | \$4,328.44  |
| 03/21/22 | 4501 66TH ST         | td                           | FUQUA BCDC KC PO      | 22-03-029 | ELEC | INTERIOR BUILDOUT       | 03/21/22   | \$0.00         | \$1,731.38 | \$0.00 | \$0.00   | \$0.00    | \$3,462.76  | \$5,194.14  |
| 03/21/22 | 4501 66TH ST         | td                           | FUQUA BCDC KC PO      | 22-03-029 | MECH | INTERIOR BUILDOUT       | 03/21/22   | \$0.00         | \$1,731.38 | \$0.00 | \$0.00   | \$0.00    | \$3,462.76  | \$5,194.14  |
| 03/21/22 | 4501 66TH ST         | td                           | FUQUA BCDC KC PO      | 22-03-029 | PLBG | INTERIOR BUILDOUT       | 03/21/22   | \$0.00         | \$1,731.38 | \$0.00 | \$0.00   | \$0.00    | \$3,462.76  | \$5,194.14  |
| 03/21/22 | 6142 47TH AVE        | SUMMER BREEZE ROOFING        | VALDES                | 22-03-030 | BLDG | ROOF REPLACEMENT        | 03/21/22   | \$12,750.00    | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$100.00    | \$109.00    |
| 03/22/22 | 4501 66TH ST         | HALO FIRE PROTECTION         | FUQUA BCDC KC PO      | 22-03-031 | FIRE | FIRE SPRINKLER REMODEL  | 03/22/22   | \$300,000.00   | \$127.50   | \$0.00 | \$4.00   | \$5.00    | \$127.50    | \$255.00    |
| 03/22/22 | 6043 46TH AVE        | PRECISION DOOR SERVICE       | CROWN                 | 22-03-032 | BLDG | GARAGE DOOR REPLACEMENT | 03/22/22   | \$1,999.00     | \$22.50    | \$0.00 | \$4.00   | \$5.00    | \$45.00     | \$76.50     |
| 03/23/22 | 5694 40TH TERR #424  | EXTRAORDINAIRE INSTALLATIONS | EMERY                 | 22-03-033 | MECH | MECHANICAL REPLACEMENT  | 03/23/22   | \$5,000.00     | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$40.00     | \$46.00     |
| 03/23/22 | 6143 43RD AVE        | HOMEOWNER                    | PETERSON              | 22-03-034 | LAND | TREE REMOVAL            | 03/23/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$0.00      | \$0.00      |
| 03/23/22 | 6114 45TH AVE        | ALBRITTON TREE SERVICE       | GOUCHER               | 22-03-035 | LAND | TREE REMOVAL            | 03/23/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$0.00      | \$0.00      |
| 03/23/22 | 5500 47TH AVE        | COSTAS COMPLETE TREE         | ALAM                  | 22-03-036 | LAND | TREE REMOVAL            | 03/23/22   | \$0.00         | \$0.00     | \$0.00 | \$0.00   | \$0.00    | \$0.00      | \$0.00      |
| 03/23/22 | 4892 56TH WAY        | ALLIANCE GROUP               | FAIR PRICE PROPERTIES | 22-03-037 | BLDG | ROOF REPLACEMENT        | 03/24/22   | \$7,500.00     | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$75.00     | \$84.00     |
| 03/28/22 | 6400 48TH AVE #28    | COOL TODAY                   | DOVE                  | 22-03-038 | MECH | MECHANICAL REPLACEMENT  | 03/28/22   | \$21,438.00    | \$0.00     | \$0.00 | \$4.00   | \$2.00    | \$40.00     | \$46.00     |
| 03/30/22 | 6270 44TH AVE        | FAMILY FENCE                 | CLARK                 | 22-03-039 | ENG  | FENCE REPLACEMENT       | 03/30/22   | \$5,399.00     | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$65.00     | \$70.00     |
| 03/30/22 | 4331 55TH WAY        | QUICK QUOTE ROOFING          | CAMPBELL              | 22-03-040 | BLDG | ROOF REPLACEMENT        | 03/30/22   | \$12,090.00    | \$0.00     | \$0.00 | \$4.00   | \$5.00    | \$100.00    | \$109.00    |
| 03/31/22 | 6400 46TH AVE #22    | WEATHER TITE WINDOWS         | OLIVER                | 22-03-041 | BLDG | WINDOWS                 | 03/31/22   | \$8,669.00     | \$40.00    | \$0.00 | \$4.00   | \$5.00    | \$80.00     | \$129.00    |
| 03/31/22 | 4022 57TH ST #260    | ARMORTECH WINDOWS AND DOOR   | TOMMELEO              | 22-03-042 | BLDG | DOOR REPLACEMENT        | 03/31/22   | \$1,052.00     | \$22.50    | \$0.00 | \$4.00   | \$5.00    | \$45.00     | \$76.50     |
|          |                      |                              |                       |           |      |                         |            | \$12,112.80    |            |        | \$941.67 | \$203.00  | \$24,118.88 | \$37,376.35 |



**America's Real Professionals**

**800-226-3200**

Headquarters: Orlando

Offices in Cocoa, Jacksonville, Leesburg & Tampa

**SERVICE AGREEMENT**

**PROPERTY LOCATION:**

Name Same

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Phone 727-421-1102 Fax \_\_\_\_\_

Ordered by John T. Brown

**BILLING INFORMATION:**

Name Kenneth City Hall

Address 6000 54th Ave. N.

City Kenneth City Zip 33709-3699

Phone 727-547-2057 Fax 727-547-2088

Ordered by John

Email \_\_\_\_\_

**SERVICE DETAILS**

**Hourly Sweeping Service**

\$ \_\_\_\_\_ Per Hour

**3 Hour Minimum**

**Weekly / Monthly Sweeping Service**

\_\_\_\_\_ Sweeps Per Week \$ \_\_\_\_\_ Per Sweep

\_\_\_\_\_ Sweeps Per Month \$ \_\_\_\_\_ Per Sweep

☐ Per Mile \$ \_\_\_\_\_

**SPECIAL INSTRUCTIONS**

Our service will include:

- 1.) Sweep city
- 2.) 6 times a year: July, September, November, January, March, and May
- 3.) \$718.88 per sweep

**CUSTOMER:**

Signature \_\_\_\_\_

Representative \_\_\_\_\_

Date \_\_\_\_\_

**USA SERVICES OF FLORIDA, INC.:**

Signature \_\_\_\_\_

Representative \_\_\_\_\_

Date \_\_\_\_\_

**THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT.**

P.O. BOX 520580 • LONGWOOD, FLORIDA 32752 • FAX 407-339-0241

# Kenneth City, Florida



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[News](#) ★

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## Welcome to Kenneth City



### *City Hall*

6000 54th Ave N  
Kenneth City, FL 33709  
(727) 498-8948 phone  
(727) 498-8946 fax  
Office hours - 7:30-4:30 M-F

### *Community Hall*

4600 58th St N  
Kenneth City, FL 33709

This is a new Website for our city! We are excited about using this site to communicate with our residents, businesses, and visitors.

### *Town of Kenneth City*

*Incorporated - 1957*  
*Population - 4,544*  
*1 sq. mile*

*The community was named after son of Sidney Colen, developer*



**Halloween Explosion 2009**



View pictures in the News section.

**Kenneth City PD participate in iwalk 2009**



For details visit the News section.

**Zumba Fitness coming to Kenneth City**



**ZUMBA**

See News section for details.

**Garage Sales**



Garage sales require a permit. For details visit the News section.

**FYI**



[map](#) Kenneth City



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0 mi 0.2 0.4 0.6

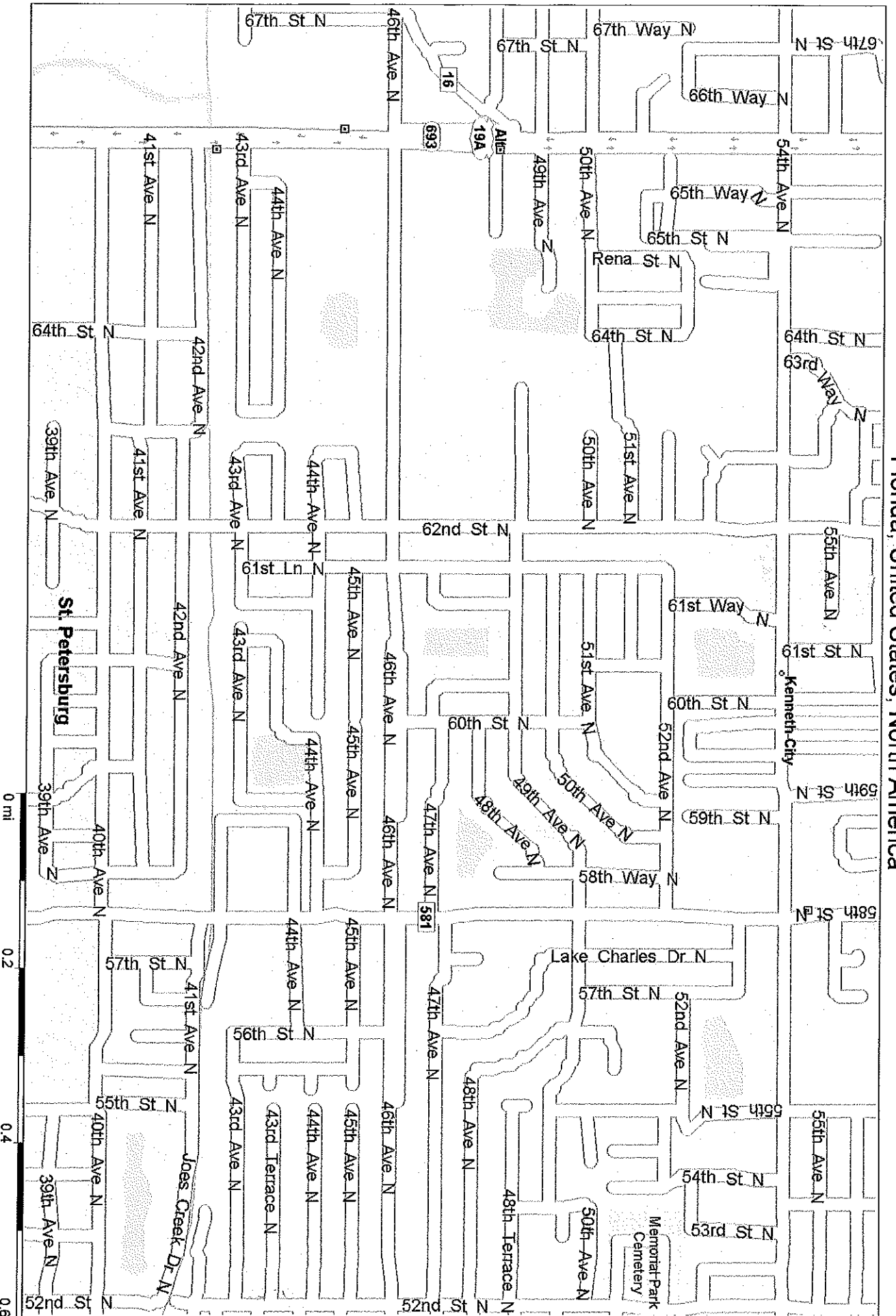
52nd St N 39th Ave N 40th Ave N 41st Ave N 55th St N 57th St N 58th St N 39th Ave N 41st Ave N 42nd Ave N 43rd Ave N 44th Ave N 45th Ave N 46th Ave N 47th Ave N 48th Ave N 48th Terrace N 50th Ave N 51st Ave N 52nd Ave N 53rd St N 54th St N 55th St N 56th St N 57th St N 58th St N 59th St N 60th St N 61st St N 62nd St N 63rd St N 64th St N 65th St N 66th Way N 67th St N 67th Way N 68th Way N 69th Way N 70th Way N 71st Way N 72nd Way N 73rd Way N 74th Way N 75th Way N 76th Way N 77th Way N 78th Way N 79th Way N 80th Way N 81st Way N 82nd Way N 83rd Way N 84th Way N 85th Way N 86th Way N 87th Way N 88th Way N 89th Way N 90th Way N 91st Way N 92nd Way N 93rd Way N 94th Way N 95th Way N 96th Way N 97th Way N 98th Way N 99th Way N 100th Way N

St. Petersburg Kenneth City Lake Charles Dr N Memorial Park Cemetery

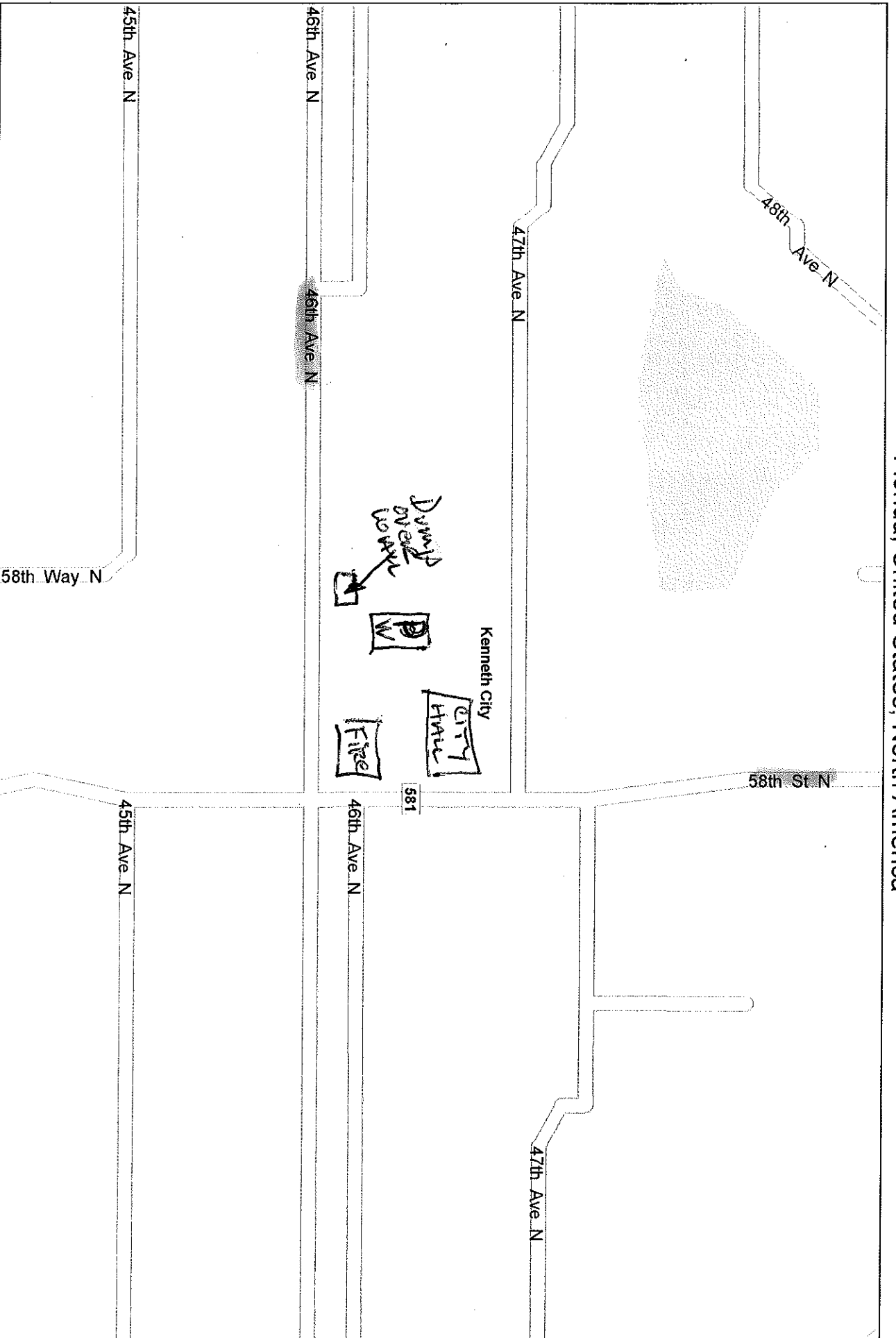
US 19

PUBLC WORKS

# Florida, United States, North America

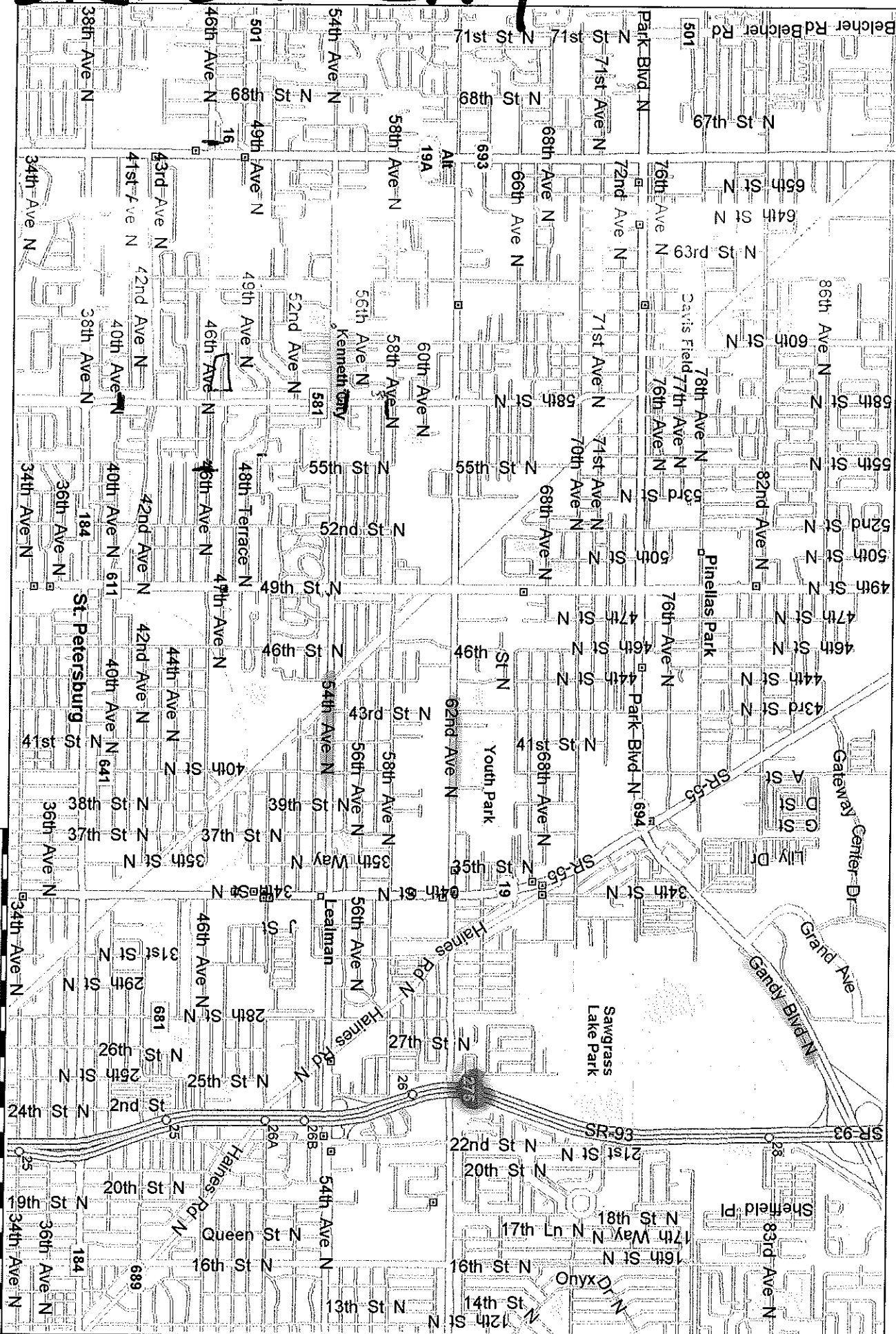


# Florida, United States, North America





**Lealman, Florida, United States**



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Certain mapping and direction data © 2009 Microsoft Corporation. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: Her Majesty the Queen in Right of Canada. © Queen's Printer for  
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## STATEMENT OF WORK

No. 1

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Kenneth City, FL ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

### Client

By: Matthew Campbell  
(Signature)

Name: MATTHEW CAMPBELL  
(Print)

Title: TOWN MANAGER

Date: 8/31/2020

### CivicPlus

By: Amy Vikander  
(Signature)

Name: Amy Vikander  
(Print)

Title: Vice President of Client Services

Date: 9/2/2020

### 1. TERM

The duration of this AudioEye Platform Subscription and SOW is an initial term beginning at signing and ending on September 30, 2021. Renewal Terms shall be for a period of 12 months beginning on October 1 of relevant calendar years, beginning October 1, 2021.

## 2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

| Web Accessibility Solutions Subscription Order |                    | 12 Month Term       |
|--|--------------------|---------------------|
| Product  | Subscription Cost  |                     |
| AudioEye Managed                               | \$3,500 per domain |                     |
| Total Subscription Cost*                       |                    | \$3,500 per domain* |

\*Recurring subscription pricing is subject to an annual 5% increase.

*This Scope of Work is valid through (or up to) 60 days from August 28, 2020.*

*The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table below.*

*Utilization is tracked on a minimum, quarterly hour basis. As time is used, hours are deducted from those allotted per this SOW.*

CivicPlus will invoice Client for the first year's Total Subscription Cost on October 1, 2020. All renewal years' Total Subscription Cost shall be invoiced on October 1 of relevant calendar years, beginning October 1, 2021.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

### Authorized Domain(s) Owned and Controlled by Client

<https://www.kennethcityfl.org/>

### 3. CONTACT INFORMATION

#### Technical Contact Information

Reseller will identify a project lead to function as a single point of contact for the project.

Name: William Curvin  
Email: curvin w@kennethcityfl.org  
Phone: (727) 498-8948

#### Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: matson c@kennethcityfl.org & town57@kennethcityfl.org  
Contact Name: Cindy Matson Billing Address 1: 6000 54th Ave N.  
(if different from Corporate Address provided with MSA)

Contact Email: \_\_\_\_\_ Billing Address 1: \_\_\_\_\_  
(if different from billing email address provided above)

City: Kenneth City State/Zip: FL 33709

Payment Method: invoice

All payments shall be made in accordance with the terms and conditions of the Agreement.  
Invoices will be expressed in US Dollars (USD).



## APPENDIX A

### SCOPE OF WORK

CivicPlus Services shall consist of the following Deliverables:

*All Delivery Timelines are approximations and may vary.*

#### AudioEye Managed

##### Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an Order.

The AudioEye Managed is inclusive of the Products and Services ("Deliverables") detailed in the table, below.

#### Deliverables:

| Requirements   | AudioEye Product / Service  |
|--|---|
| <b>Step 1: Activation</b><br>In coordination with AudioEye, Reseller to enable the AudioEye JavaScript within each authorized domain |   |
| <b>Accessibility Resource / Information</b>  | Certification Statement (Available from within the AudioEye Toolbar) <ul style="list-style-type: none"> <li>Describes Customer's commitment to Digital Inclusion and the steps taken/being taken to ensure equal access</li> </ul> Accessibility Help Desk (Available from within the AudioEye Toolbar) <ul style="list-style-type: none"> <li>Help Desk utility for end-users to report accessibility issues and grievances should they be encountered</li> <li>Reported issues set remediation prioritization</li> </ul> Accessibility Statement (Recommended) <ul style="list-style-type: none"> <li>Typically deployed within main navigation or footer and implemented by Reseller or Customer</li> <li>AudioEye to provide standard messaging/copy delivered via un-stylized html for easy integration into Customer environment</li> </ul> |
| <b>Remediation</b>   | Accelerator <ul style="list-style-type: none"> <li>Dynamic Remediation Technology <u>BEGINS</u> to incrementally improve conformance and usability</li> <li><i>Auto-Remediation</i> of common accessibility issues</li> </ul>   |
| <b>Training</b>  | Access to Quarterly Accessibility Training Seminars is Activated <ul style="list-style-type: none"> <li>Includes unlimited seats for Reseller &amp; Customer stakeholders</li> </ul>  |


|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>1-hour Sessions covering the following topics: <ul style="list-style-type: none"> <li>Intro to Accessibility</li> <li>Accessibility Essentials</li> <li>Document / Video Accessibility</li> <li>Quarterly Accessibility Guidelines Update</li> </ul> </li> </ul> |
|--|---|

## Step 2: Testing & Discovery

|                                     |  |
|-------------------------------------|--|
| <b>Issue Identification</b>         | <p>Always-On Monitoring Service</p> <ul style="list-style-type: none"> <li>Analytics derived from site usage statistics</li> <li>Evaluations conducted against relative and pertinent web pages as indicated by analytics</li> </ul>                       |
| <b>Manual Accessibility Testing</b> | <p>Manual Accessibility Testing</p> <ul style="list-style-type: none"> <li>Technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers. Auto-Remediation of common accessibility issues</li> </ul> |

*Clarification: Step 2 and Step 3 are interrelated. Throughout the Testing & Discovery process, AudioEye engineers begin to deploy fixes to expedite the removal of critical access barriers and, consequently, improve conformance standing. Likewise, throughout the Remediation & Validation process, AudioEye testers continue to conduct automated and manual tests. For the purpose of updating the Certification Statement, which publicizes the progression from one Step in the process to another, AudioEye promotes the Customer site to Step 3, once the initial manual audit has been completed.*

## Step 3: Remediation & Validation

|   |   |
|---|---|
| <b>Fixing Identified Issues and Validating Usability</b>  | <p>Manual Remediation of Accessibility Issues</p> <ul style="list-style-type: none"> <li>Automated and Manual test results provide feedback for AudioEye Engineers to develop remediation to fix issues of accessibility and increase conformance with WCAG 2.1 AA Success Criteria</li> <li>Remediation applied dynamically via the Dynamic Remediation Technology (or as per remediation instructions for Reseller developers, designers, and implementers)</li> <li>As issues are addressed, considerable retesting is conducted to validate usability of remediation content &amp; functionality</li> </ul> |
| <b>Ensuring an Optimal User Experience</b><br><br> | <p>Free Assistive Tools via the AudioEye Toolbar</p> <ul style="list-style-type: none"> <li>Web Personalization Tools allow end-users to customize their user experience to meet their individual needs</li> <li>Includes: <ul style="list-style-type: none"> <li>Accessible Site Menu</li> <li>Page Elements Menu</li> <li>Help Desk (web form)</li> <li>Reader</li> <li>Player</li> <li>Voice (if applicable and included within pricing table, above)</li> </ul> </li> </ul>   |

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## Step 4: AudioEye Trusted Certification

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### Continual Issue Tracking

#### Compliance Monitoring

- Regular ongoing automated conformance evaluation scanning and continuous WCAG 2.1 AA testing conducted against dynamically generated site performance analysis

#### Regular Scheduled Manual Testing

- AT Testing to validate conformance and usability is maintained

### Sustainable Remediation Plan



#### Hot Fixing and Scheduled Maintenance

- High prevalence of new issues trigger hot fixes to be remediated as needed
- Lower priority issues accumulate to be addressed through scheduled remediation maintenance intervals.

#### Ongoing Support & Training for Reseller

- Inclusive design advice, best practices, & ad hoc design review
- Support Desk access to engineers for assistance with remediation implementation & the validation of applied fixes
- Online Knowledge Base related to industry-relative compliance policy including ADA Title II/Title III, Section 504, Section 508, CVAA, or other similar national & international accessibility/disability related legislation & regulations

#### AudioEye Trusted Certification

- AudioEye certifies that Customer site has met all prerequisites and continues to fulfill the ongoing requirements of the AudioEye Trusted Process and, if applicable, the deployment of the AudioEye Toolbar, with the goal of maximizing and continually improving conformance with the informative guidance provided through the WCAG 2.1 Level AA Success Criteria. Certification presented in AudioEye Toolbar and/or Customer Accessibility Statement. Includes AudioEye Trusted Badge.

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## International Language Support:

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27 Languages supported for display within the AudioEye Toolbar. Valid language attribute must be present in source. Supported languages, include:

---

- 
- |  |                               |
|--|-------------------------------|
| • Arabic (ar-sa)                         | • Greek (el-gr)               |
| • Catalan (ca)                           | • Hungarian (hu-hu)           |
| • Chinese (Simplified, PRC zh-cn)        | • Italian (it-it)             |
| • Chinese (Traditional, Hong Kong zh-hk) | • Japanese (ja-jp)            |
| • Chinese (Traditional, Taiwan zh-tw)    | • Korean (ko-kr)              |
| • Czech (cs-cz)                          | • Norwegian (no-no)           |
| • Danish (da-dk)                         | • Polish (pl-pl)              |
| • Dutch (nl-nl)                          | • Portuguese (Portugal pt-pt) |
| • English (United States en)             | • Portuguese (Brazil pt-br)   |
| • English (United Kingdom en-gb)         | • Russian (ru-ru)             |
| • Finnish (fi-fi)                        | • Spanish (Spain es)          |
| • French (France fr-fr)                  | • Spanish (Mexico es-mx)      |
| • French (Canada fr-ca)                  | • Swedish (sv-se)             |
| • German (de-de)                         |                               |
- 

## ASSUMPTIONS

To streamline communication during the project, Client will be assigned a project manager who will be responsible for the quality and timeliness of all deliverables. The project manager will oversee each Client project, will track the progress of each project, and will be available to escalate concerns.

CivicPlus will work with Client to help Client to fully understand and leverage the capabilities of the Service.

Upon Activation, AudioEye to begin tracking usage analytics. AudioEye to conduct, at least, monthly ongoing and continuous monitoring based on the usage analytics tracked by AudioEye. This always-on monitoring ensures that the pages being accessed by end-users – the pertinent pages relative to the end-user's experience - are being regularly prioritized and evaluated for accessibility conformance.

Website/Platform updates or structural changes that impact existing CSS ID/Class Selector Attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included under 'Ongoing Maintenance, Monitoring, and Testing'.

To ensure compliance with ADA Title II/III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform ("DAP"), AudioEye's proprietary system for facilitating the AudioEye Managed solution.

CivicPlus engineers do not make any changes to the Client web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the Digital Accessibility Platform require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, CivicPlus to obtain written permission from Client to provision the AudioEye JavaScript in order to apply fixes.



CivicPlus nor its licensors shall not be held liable for delays impacting delivery timelines pertaining to Client supplying CivicPlus with written approvals.

For any compliance standard that cannot be attained through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, CivicPlus collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors and allows AudioEye to assign a full or partial conformance certification based on the standards tested. CivicPlus to provide the necessary tools and/or instruction, allowing Client to implement fixes within the product source ("Source Remediation"). As timelines for implementing Source Remediation is not controlled by CivicPlus, Client acknowledges and authorizes timeline changes resulting from deliverables controlled by the Client and outside the immediate control of CivicPlus.

For each project, the start date of Activation is determined by CivicPlus.

The completion of Step 3 is indicated by the elimination of Errors as defined through the Fix view within the Digital Accessibility Platform; elimination of Risks, Unverified, and Needs Review items may require additional time and, if necessary, all remaining items are to be addressed after Step 3.

CivicPlus shall issue a certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG 2.1 Level AA Success Criteria and, if applicable, Section 508 Standards for Information and Communication Technology. If applicable, Certification Statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand Source Feedback Reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in progress.

i. Requirements fulfilled in order to achieve Trusted Certification:

- a. Errors identified and tracked within DAP are reduced to zero; any Errors outstanding are reported to Reseller
- b. Manual audit has been conducted, corresponding issues have been remediated, and said issues have been validated as fixed
- c. The vast majority of Risks (if not all) have also been addressed; outstanding Risks that are not verified or not able to be remediated are reported to CivicPlus

ii. Requirements for maintaining Trusted Certification:

- a. Active AudioEye SOW
- b. Continuous testing from always-on monitoring service
- c. Ad hoc hot fixing (if applicable): In the event that a large number of new Errors are identified, CivicPlus will prioritize issues for Hot Fix deployments. Lower volume issue fluctuation is to be expected. In these cases, remediation scripts are updated every 6 months, also coinciding with a twice-per-year manual audit.
- d. Bi-annual manual audit and maintenance remediation deployment
- e. Regular attendance to Quarterly Training presentations
- f. Ongoing collaboration with CivicPlus to continually integrate digital accessibility best practices into applicable Content Management Systems and/or applicable Client template environments. Client must maintain sincere commitment to digital

inclusion by taking the necessary steps to incorporate accessibility design thinking, universal design principles, and other techniques and strategies as suggested by CivicPlus.

Common Exclusions Resulting in Conformance Clarifications as documented through Source Feedback Reports include: Flash Objects, Highly Visual/Dynamic Display Widgets/Modules, High Volume Dynamically Generated Content, Maps, Inaccessible PDFs, Videos without Captioning and/or Audio Descriptions, and 3<sup>rd</sup> Party Content.

## **CLIENT RESPONSIBILITIES**

For each domain being provisioned with AudioEye ("Active Enablement"), Client to assign designated Project Owner in charge of processing Source Remediation Requests as they are provided from CivicPlus. Client will make all reasonable efforts to address conformance exclusions indicated within the Source Remediation Report. As Client resources may be limited, Client to prioritize Active Enablement and notify CivicPlus if/when Active Enablement should commence or, if deemed necessary by Client, pause to allow Client resources to address said requests.

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to educate CivicPlus on the specific technical constraints of its Web environment, including details about its publication and hosting environments. Additionally, Client will provide comprehensive feedback on interim deliverables regarding the feasibility or difficulty to implement accessibility features of the AudioEye Platform so as to minimize unnecessary work and streamline production efforts.

Client will make all reasonable efforts to continually integrate digital accessibility best practices into applicable Content Management Systems and/or applicable Client template environments. Client must maintain sincere commitment to digital inclusion by taking the necessary steps to incorporate accessibility design thinking, universal design principles, and other techniques and strategies as suggested by CivicPlus.

Client to provide advanced notification to CivicPlus prior to implementing AudioEye JavaScript within their web environments, including but not limited to Client's Production, Staging, UAT, Development, and/or Sandbox environment(s).

Client will provide CivicPlus with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, during their SaaS Subscription, Client may request a Sustainable Accessibility & Remediation Plan (aka Auditor Notification Letter) to inform Plaintiff of the proactive steps already taken and being taken by Client to ensure Digital Inclusion. After having reviewed the bona fides supplied through the Auditor Notification Letter, should Plaintiff continue to pursue their legal efforts, Client may request Consulting or Legal Support Services, which may be separate from and in addition to the Services included in this Scope of Work.

In fulfillment of the Sustainable Accessibility & Remediation Plan, CivicPlus and client will make all reasonable efforts to send project and accessibility stakeholders to attend Quarterly Training presentations presented by AudioEye.

#### **CHANGE CONTROL PROCEDURES**

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. CivicPlus will continue performing the services in accordance with this SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without prior written authorization from CivicPlus and Client.



## CivicPlus

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

Master Services Agreement:  
Kenneth City, FL

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus ("CivicPlus") and Kenneth City, FL ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

### RECITALS

**I. WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

**II. WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

**III. WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

#### Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

#### Statements of Work



5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

### **Invoicing & Payment Terms**

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### **Ownership & Content Responsibility**

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

### **Intellectual Property & Ownership**

14. Intellectual Property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

### **Indemnification**

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

### **Client Responsibilities**

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

### **Limitation of Liability**

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

#### **Force Majeure**

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

#### **Taxes**

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

#### **Other Documents**

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or Amendments to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

#### **Interlocal Purchasing Consent**

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

#### **Miscellaneous Provisions**

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

#### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

|                               |   |
|-------------------------------|---|
| Client                        | CivicPlus                                       |
| By: <u>Matthew Campbell</u>   | By: <u>Amy Vikander</u>                         |
| Name: <u>MATTHEW CAMPBELL</u> | Name: <u>Amy Vikander</u>                       |
| Title: <u>TOWN MANAGER</u>    | Title: <u>Vice President of Client Services</u> |
| Date: <u>8/31/2020</u>        | Date: <u>9/2/2020</u>                           |

Please sign and email to William Velasco at [velasco@civicplus.com](mailto:velasco@civicplus.com) or fax to

Sign and E-mail the  
entire  
contract with exhibits  
to:

<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



## CivicCMS Website Agreement Contract Information

### Client Contact Information

Organization **Town of Kenneth City**

URL **www.kennethcityfl.org**

Street Address **6000 54th Avenue North**

Address 2

City **Kenneth City**

State **FL**

Postal  
Code **33709**

Emergency Contact & Mobile Phone **William Curvin (727) 498-8948**

Emergency Contact & Mobile Phone **Cindy Matson (727) 498-8948**

Emergency Contact & Mobile Phone

Billing Contact **Town of Kenneth City**

E-Mail **town57@kennethcityfl.org**

Phone **(727) 498-8948**

Ext.

Fax **(727) 498-8841**

Billing Address **6000 54th Avenue North**

Address 2

City **Kenneth City**

ST **FL**

Postal  
Code **33709**

Tax ID # **59-6033546**

Sales Tax  
Exempt # **85-8013835366C-6**

Billing Terms **Annual**

Account  
Rep

Info Required on Invoice (PO or Job #)

Contract Contact **Matthew Campbell**

Email **campbellm@kennethcityfl.org**

Phone **(727) 498-8948**

Ext.

Fax

Project Contact **William Curvin**

Email **curvinw@kennethcityfl.org**

Phone **(727) 498-8948**

Ext.

Fax





## License and Service Agreement

**Date:** February 26, 2019

**Client:** Kenneth City FL

**Client Address:** 6000 54<sup>th</sup> Avenue North, Kenneth City, FL 33709

**Phone:** (727) 498-8948

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, Inc ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

### Term and Termination

1. This agreement shall be for a two-year period, starting at signing.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

### Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules. CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Upon completion and delivery of the website to Client, Client will assume full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.



### **Billing & Payment Terms**

9. The Year- One Charges include the one-time development costs (\$7,000) and the annual services (\$2,000) as detailed on Exhibit A. The client has elected to spread all charges over two years as follows:
  - a. \$5,500 will be invoiced after this agreement has been signed.
  - b. \$5,500 will be invoiced after the one-year anniversary date of the agreement signing.
10. Renewal Term Annual Services (\$2,000) shall be subject to a 5% annual increase beginning in Year 3 of service.
11. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
12. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
13. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

### **Taxes**

14. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

### **Marketing**

15. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages.
16. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

### **Liability**

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted by Client.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the





consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data. CivicPlus shall continue to be liable for its own negligence and misconduct where applicable.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Both Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

#### **Indemnification**

22. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreement.

#### **Force Majeure**

23. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

#### **Miscellaneous**

24. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.

25. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.

26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement



**CivicCMS License and Service Agreement for Kenneth City FL**

and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

28. As part of the work described in Exhibit A, CivicPlus shall provide to Client a highly ADA compliant website design. Following the launch of the website, Client will assume responsibility for ongoing ADA compliance.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

**Client**

**CivicPlus**

By:

*Matthew Campbell*

By:

*Bill Letsky*

Name:

*MATTHEW CAMPBELL*

Name: Bill Letsky

Title:

*TOWN MANAGER*

Title: Sales Director

Date:

*3/25/2019*

Date:

*3/26/19*





## Annual Services

## Exhibit A

### Hosting

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

### Support

- 24/7 Emergency Support
- Up to Three (3) Designated Support Users
- Unlimited Number of Content Editors
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training Documentation
- Monthly User Tutorials

### CMA Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost

**\$2,000**

Additional supported users may be added at an annual cost of \$250 per user.

Included in your website package:

- Apache Solr Search Appliance
- Google Analytics for Traffic Statistics
- E-Subscriber Mail Lists
- Online Web Forms
- Online Monthly User Webinars
- No Limit as to the Number of Pages You Can Add Over Time
- Optional Modules: Bids, Business Directory, Popular Pages, Recyclopedia, Intranet





**Standard Website Services**  
**Kenneth City FL**

**Exhibit A**

**Initial Services**

**Phase 1: Website Design**

- Create Site Homepage Design & Layout
- Create Subpage Design & Layout
- Modify Design with Client Input until Approved

**Phase 2: Site Implementation**

- Identify Global Navigation, Cascading Navigation, Mega-Menus
- Implement Design within CMS
- Develop Department Landing Pages

**Phase 3: Content Development**

- Build out All Department and Board Landing Pages
- Migrate ALL additional pages & files identified by client
- Migrate 2018-2019 Minutes & Agendas
- We do not migrate historic events

**Phase 4: User Training**

- One Day of Online User training sessions: Group & Individual

**Phase 5: Website Deployment**

- Final Site Review and Link Checking
- Install & Activate related modules
- DNS Activities

**Total Project Cost:**

**\$7,000**

# *Crawford & Jones, CPA's*

CERTIFIED PUBLIC ACCOUNTANTS

*Paul J. Crawford, CPA  
Richard J. Jones, Jr., CPA*

*Members:  
American Institute of CPAs  
Florida Institute of CPAs*

October 4, 2021

**To The Honorable Mayor, Town Council and City Manager  
Town of Kenneth City Florida  
6000 54<sup>th</sup> Ave North  
Kenneth City, Florida 33709**

We are pleased to confirm our understanding of the services we are to provide The Town of Kenneth City (The Town) for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of The Town as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement The Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Town's Proportionate Share of Net Pension Liability
- 4) Schedule of Town's Pension Contributions

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of The Town and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of The Town's financial statements. Our report will be addressed to the Mayor and Town Council of The Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government*

1227 Rogers Street, Suite F • Clearwater, Florida 33756  
(727) 441-9435 • Fax (727) 441-4233  
Email: [CANDICPA@aol.com](mailto:CANDICPA@aol.com)

**Auditing Standards.** The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that The Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

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

#### **Other Services**

We will also assist in preparing the financial statements and related notes of The Town in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of

the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

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

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



The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor General of the State of Florida. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit at a mutually agreed upon time and to issue our reports within a reasonable period. Paul J. Crawford is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$14,000.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to The Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Paul J. Crawford, CPA*

Crawford & Jones, CPA's

RESPONSE:

This letter correctly sets forth the understanding of The Town of Kenneth City

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Insurance | Risk Management | Consulting

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Suite 300  
Tampa, FL 33607  
USA

727-796-6187  
www.ajg.com

July 16, 2021

Steve Spina  
Interim Town Manager  
Town of Kenneth City  
6000 54th Avenue North  
Kenneth City, FL 33709

Re: Group Health Rates for Plan Year 2021 - 2022

Dear Steve,

We are pleased to provide you with your Group Health rates for the new plan year beginning October 1, 2021. The rates illustrated below represent an increase of 2.4% over your current medical rates. The increase in the medical rate is 2% lower than the pool average. We believe that you will find this renewal very reasonable in light of current market conditions.

**Medical – PRM Plan HMO 55**

| Coverage              | Funding Rates |               |                         |
|-----------------------|---------------|---------------|-------------------------|
|                       | Medical       | Medical COBRA | Medical Reduced Retiree |
| Employee              | \$920.24      | \$938.64      | \$688.70                |
| Additional for Spouse | \$1,020.52    | \$1,040.93    | \$714.37                |
| Additional for Child  | \$745.02      | \$759.92      | N/A                     |
| Additional for Family | \$1,551.83    | \$1,582.87    | N/A                     |

**Medical – PRM Plan BlueOptions 03559**

| Coverage              | Funding Rates |               |                         |
|-----------------------|---------------|---------------|-------------------------|
|                       | Medical       | Medical COBRA | Medical Reduced Retiree |
| Employee              | \$850.75      | \$867.77      | \$584.40                |
| Additional for Spouse | \$952.23      | \$971.27      | \$587.31                |
| Additional for Child  | \$694.94      | \$708.84      | N/A                     |
| Additional for Family | \$1,447.19    | \$1,476.13    | N/A                     |

**Medical – PRM Plan BlueOptions 05360**

| Coverage              | Funding Rates |               |                         |
|-----------------------|---------------|---------------|-------------------------|
|                       | Medical       | Medical COBRA | Medical Reduced Retiree |
| Employee              | \$675.92      | \$689.44      | \$516.92                |
| Additional for Spouse | \$700.13      | \$714.13      | \$490.06                |
| Additional for Child  | \$512.22      | \$522.46      | N/A                     |
| Additional for Family | \$1,069.07    | \$1,090.45    | N/A                     |

**Medical – PRM BlueOptions 05901**

| <b>Coverage</b>       | <b>Funding Rates</b> |                          |                                    |
|-----------------------|----------------------|--------------------------|------------------------------------|
|                       | <b>Medical</b>       | <b>Medical<br/>COBRA</b> | <b>Medical<br/>Reduced Retiree</b> |
| Employee              | \$596.91             | \$608.85                 | \$456.54                           |
| Additional for Spouse | \$618.29             | \$630.66                 | \$432.79                           |
| Additional for Child  | \$452.33             | \$461.38                 | N/A                                |
| Additional for Family | \$944.09             | \$962.97                 | N/A                                |

We appreciate the opportunity to serve you and your employees and look forward to working with you over the new plan year.

Should you have any questions, please contact me at 727-796-6187.

Sincerely,



Denise Mattera  
Area Vice President

DM/cm

**INTERLOCAL AGREEMENT FOR BUILDING DEPARTMENT  
SERVICES BETWEEN THE TOWN OF KENNETH CITY, FLORIDA,  
AND THE CITY OF PINELLAS PARK, FLORIDA**

THIS AGREEMENT, made and entered into this 8 of November, 2017, by and between the Town of Kenneth City, Florida, a Florida municipal corporation (hereinafter referred to as the "Town"), and the City of Pinellas Park, Florida, a Florida municipal corporation (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes was promulgated to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will afford the best services to communities taking into account geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Town and the City had entered into a similar Interlocal Agreement on November 16, 2012 to provide building official, building inspection, and other services in order to conduct inspections and issue land development and building permits for land development within the municipal limits of the Town; and

**WHEREAS**, the City has the necessary personnel, resources and equipment to provide such Building Department services to the Town; and

**WHEREAS**, the Town and City have determined that it is in the public interest for the City to provide such Building Department services to the Town upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the Town will compensate the City for such services as set forth in this Agreement, so the City may recoup all of its costs and expenses incurred in connection with the provisions of such Building Department services to the Town; and

**WHEREAS**, the parties have reached agreement with respect to the foregoing and wish to reduce their agreement in this regard to writing.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are here acknowledged, it is hereby agreed by and between the parties as follows:

**SECTION I RECITALS** The foregoing recitals are true and correct and are hereby incorporated herein and made a part hereof.



**SECTION II BUILDING DEVELOPMENT SERVICES** The City will provide the following Building Department services to the Town in connection with land development, construction, and related activities within the municipal boundaries of the Town upon the terms and conditions set forth herein:

- A. The City will provide the following personnel holding appropriate certifications from the State of Florida to provide services required hereby:
  - Building Code Administrator
  - Inspectors
  - Plan Examiners
- B. The City's Building Code Administrator shall also serve as the Town's Building Code Administrator.
- C. The City will place a Plans Examiner/Inspector employee of the City in the Town's Building Department five (5) days per week, Monday – Friday, from 8:30 a.m. until 12:30 p.m., except on City and/or Town holidays. The City employee's duties shall be limited to acceptance of permit applications, issuance of over the counter permits, review of residential permit applications and plans, routine filing, routine updating of property cards, and the provisions of permit related information to the general public.
- D. The Town shall, at the Town's expense, supply all office/operating equipment required by the City employee to perform the hereinabove desired duties. Such equipment shall include, but not be limited to: general office supplies, office equipment (computer, printer, copier, fax), filing cabinets, desk, telephone, permit applications, stop work orders, yellow and red tag etc.
- E. The City shall provide building, electrical, plumbing, mechanical, gas, landscaping, engineering, fence, pool, parking and sign inspection services as set forth in the Florida Building Code and applicable Codes established by either the State of Florida, other regulatory agencies, five (5) days per week, Monday – Friday from 9:00 a.m. until 4:00 p.m., except on City and/or Town holidays. If an inspection is required other than during regular business hours as referenced herein, the cost of such inspection shall be paid by the applicant to the City in accordance with the schedule set forth in Article Nine (9) of the City's Land Development Code, or the City's Administrative Fee Schedule.

- F. The City shall provide residential and commercial building plan review services and site plan review services five (5) days per week, Monday – Friday from 8:00 a.m. until 5:00 p.m., except on City and/or Town holidays. Except as hereinabove otherwise provided, all such building plan review services shall take place in the City's Building Department offices located at 6051 78<sup>th</sup> Avenue N., Pinellas Park, Florida.
- All construction plans and site plans shall be submitted in triplicate to the Town Hall, 6000 54<sup>th</sup> Avenue North, Kenneth City, Florida.
  - Construction plans reviewed by City personnel hereunder for commercial and residential construction shall consist of examining plans for compliance with the Florida Building Code, and all codes amended by Pinellas County Construction Licensing Board
  - Site plan review by City personnel hereunder for commercial and residential construction shall consist of examining site plans for compliance with the Town's Code of Ordinances and the Land Development Code and will be limited to:
    - Types of Structure
    - Structure Setbacks
    - Parking Requirements
    - Landscape/Tree Requirements
    - Lot Coverage/Impervious Surface Requirements
    - Flood Zone Requirements
- G. The City shall, at the City's expense, supply City employees performing services for the Town hereunder with uniforms, shoes, vehicles, training, salary, insurance, and benefits in accordance with applicable City policies and requirements.
- H. Except as otherwise specifically provided herein, the Town shall charge for the services performed by City personnel hereunder in such amounts as may be lawfully prescribed by the Town's Code of Ordinances or elsewhere. All collections of such monies shall be handled by Town employees in accordance with applicable Town policies and treated as revenue of the Town. All fees, assessments, charges for services performed by the City for the Town, shall be

collected by and payable to the Town for services performed pursuant to this Agreement, unless otherwise specifically provided herein.

- I. The Town shall at all times, be responsible for the retention of all records generated by virtue of site plan reviews and inspections conducted by the City. The Town shall retain all such records in accordance with the applicable public records retention periods required by the State of Florida.

**SECTION III SERVICES OUTSIDE THIS AGREEMENT.** Utility, fire, SWFWMD, state, and county code compliance requirements, and all other code compliance requirements which the City is not specifically required to provide hereunder, will be reviewed by agencies other than the City to be called for and coordinated by the Town or the property owner as required by the Town Code.

**SECTION IV ATTENDANCE AT TOWN MEETINGS.** The City will send appropriate City employees to the Town's Board of Adjustment and/or Planning & Zoning meetings when such City employee's expertise with respect to the Building Department services provided to the Town hereunder in connection with a specific case is reasonably necessary. The City will not send City employees to Town Council meetings, except with respect to proposed amendments to the Town's Land Development Code, Code of Ordinances or any variance or construction appeal to the Town Council requiring the presence of either the City's Building Code Administrator or his/her designee, or the Zoning Director or his/her designee.

**SECTION V QUALITY OF WORK.** All work shall be performed by the City consistent with the Code of Ordinances of the Town and other appropriate building and construction codes. The Town shall have the right to consult with the City's employees assigned to each project.

**SECTION VI INSURANCE.** The parties agree to name each other as "an additional insured" under their respective policies of general liability, automobile and professional liability insurance. Each party shall provide unto the other party a certificate of insurance listing the insurance to the other party during the life of this Agreement. Human Resources will provide a Certificate of Insurance to Kenneth City upon request and requests a Certificate of Insurance from Kenneth City be provided to Human Resources, City of Pinellas Park. The City and Town agree to provide and carry workers compensation insurance within statutory limits for their respective employees. Either party may subrogate against the other party to the extent that their insurance carrier provides coverage, and to the extent that the party

being subrogated against was negligent resulting in injury or death upon which a worker's compensation claim is made by an employee/survivor of the Town or City to their respective employer.

Nothing herein is intended to be, or shall be construed to be, between the parties or as to any third party, any contractual or otherwise waiver or extension or any liability limits, or otherwise modify any right pursuant to statutory law or common law immunity, which either or both parties currently are entitled pursuant to the Florida Constitution or Chapter 768, Florida Statutes.

**SECTION VII TERM.** This Agreement shall be in force for a period of five (5) years commencing on December 12, 2017 and ending on December 11, 2022.

**SECTION VIII CONSIDERATIONS.** In consideration for the services to be provided hereunder by the City during the term of this Agreement, the Town shall pay the City:

|                |   |
|----------------|---|
| Year 2017-2018 | Seventy Eight Thousand, Four Hundred Twenty and 00/100 Dollars<br>(\$78,420.00)   |
| Year 2018-2019 | Eighty One Thousand, Five Hundred Fifty Seven and 00/100 Dollars<br>(\$81,557.00) |
| Year 2019-2020 | Eighty Four Thousand, Eight Hundred Nineteen and 00/100 Dollars<br>(\$84,819.00)  |
| Year 2020-2021 | Eighty Eight Thousand, Two Hundred Twelve and 00/100 Dollars<br>(\$88,212.00)     |
| Year 2021-2022 | Ninety One Thousand, Seven Hundred Forty and 00/100 Dollars<br>(\$91,740.00)      |

The Town shall make payment of each of these annual amounts in equal monthly increments. The first of such payments shall be due on January 12, 2018, and subsequent payments shall be made by the 12<sup>th</sup> day of each consecutive month thereafter until the total consideration due hereunder has been fully paid.

The compensation payable by the Town to the City as hereinabove provided is based on City personnel devoting a maximum of thirty-five (35) hours per week to the provisions of the Building Department Services to the Town in accordance with the requirements hereof. The City shall thereafter not be required to provide more than thirty-five (35) hours of employee time per week in order to receive the above-stated compensation. In the event that the City finds that it is constantly devoting over thirty-five (35) hours per week for the services required hereby, or if the Town shall make a written request to the City for the City's personnel to spend more time than thirty-five (35) hours per week provided the

services required hereby, and the parties mutually agree upon the terms and conditions of such additional services, including the amount of compensations payable therefore by the Town, then the City shall provide such additional services.

**SECTION IX STATUS OF EMPLOYEES.**

- A. For the purpose of this Agreement, and the work to be performed hereunder, now and in the future, all employees of the City shall at all times and under all circumstances retain their status as employees of the City and not agents, employees or servants of the Town. The City shall be responsible for defending and paying any and all claims for worker's compensation asserted by any employee, servant or agent of the City who may be insured while performing work for the Town pursuant to this Agreement. In the event that the Town's employees shall, in any way, assist the City in the performance of any work to be performed hereunder, the Town agrees to be responsible for defending and paying any and all claims for worker's compensation asserted by any employee, servant, or agent of the Town who may be injured while working with the City on any projects pursuant to this Agreement.
- B. For all purposes and under all circumstances, the employees, agents, and servants of the City shall in no way be regarded as employees, agents or servants of the Town for any reason while the City is performing work for the Town pursuant to this Agreement, and the employees, agents, and servants of the Town shall not in any way be regarded as employees, agents or servants of the City for any reason while the City is performing work for the Town pursuant to this Agreement.

**SECTION X MISCELLANEOUS PROVISIONS.**

- A. Entire Agreement. This Agreement is intended to contain the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise between the parties, not embodied herein, shall be of any force or effect unless the same be in writing, signed by both parties hereto. No failure of either party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom



or practice of parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.

B. Captions. The captions of each paragraph and headings hereof are added as matter of convenience only and shall be construed to be of no effect in the construction of any provision or provisions hereof.

C. Notices. Any notices regarding this Agreement given by either party to the other must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt thereof by addressee) (i) when delivered by personal delivery, or (ii) five (5) business days after having been deposited in the U. S. Mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid or (iii) one (1) business day after having been deposited with an expedited overnight courier service (such as by way of example but not limitation U. S. Express Mail, Federal Express, or UPS), addressed to the party to whom notice is intended to be given at the address set forth below:

If to the City:                      City Manager  
   City of Pinellas Park  
   5141 78<sup>th</sup> Avenue North  
   Pinellas Park, FL 33781

If to the Town:                      Town Manager  
   Town of Kenneth City  
   Town Hall  
   6000 54<sup>th</sup> Avenue North  
   Kenneth City, FL 33709

Any party may change the address to which notices are to be sent by giving the other party written notice of any such change in the manner provided herein, but notice of change of address is effective only upon actual receipt.

D. City's Authority. The City warrants that it has all required authority through official action of its City Council to enter into this Agreement and be bound by the terms hereof.

E. Town's Authority. The Town warrants that it has all required authority through official action of Town Council to enter into this Agreement and be bound by the terms hereof.

- F. Interpretation. This agreement shall be interpreted under and in accordance with the laws of the State of Florida.
- G. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being acknowledged that both the Town and the City have substantially and materially contributed to the preparation hereof.
- H. Attorney's Fees. In the event of any dispute or litigation arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs, including those at trial and upon appeal. *(Under no circumstances shall any of the provisions of this Contract be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida Municipal Corporation.)*
- I. Recording. This Agreement shall be recorded in the Public Record of Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

  
Cindy McCarthy, Town Clerk

TOWN OF KENNETH CITY, FLORIDA

By:   
Wanda Dudley, Mayor

Date: 11-8-17

ATTEST:

  
Diane Corna, City Clerk

CITY OF PINELLAS PARK, FLORIDA

By:   
Sandra Bradbury, Mayor

Date: 12/14/2017

**INTERLOCAL AGREEMENT  
PROVIDING  
FIRE PROTECTION SERVICES**

**THIS AGREEMENT**, is made by and between THE TOWN OF KENNETH CITY, FLORIDA, a municipal corporation in the State of Florida (hereinafter referred to as "KENNETH CITY"), and THE CITY OF PINELLAS PARK, a municipal corporation of the State of Florida (hereinafter referred to as "PINELLAS PARK"), effective as the 15th day of February, 2020.

**WITNESSETH:**

**WHEREAS**, KENNETH CITY, and PINELLAS PARK are political subdivisions of the State of Florida and possess the powers provided in their Charters and granted to municipalities by general law, including the power to render municipal services such as fire suppression and other related emergency and non-emergency services and to enter into Interlocal Governmental Agreements with other municipalities; and

**WHEREAS**, KENNETH CITY desires to contract with PINELLAS PARK for fire protection services to include fire suppression activities, hazardous materials response, fire inspections, fire and arson investigations and public education; and

**WHEREAS**, PINELLAS PARK has the resources available to perform the service in a manner which will be economically beneficial to all parties; and

**WHEREAS**, PINELLAS PARK is agreeable to provide fire protection services to KENNETH CITY; and

**WHEREAS**, PINELLAS PARK is capable of furnishing efficient fire protection services to KENNETH CITY; and

**WHEREAS**, it will be in the best interest of the public health, safety and welfare of the Town of Kenneth City to contract with PINELLAS PARK for fire protection; and

**NOW THEREFORE**, for and in consideration of the mutual promises herein made and agreed to be kept, and the obligations and responsibilities assumed herein, the parties do hereby agree as follows:

1. **Legal Authority**. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes. The "Florida Interlocal Cooperation Act of 1969" was promulgated to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will afford the best services to communities taking into account geographic, economic, population and other factors influencing the needs and development of local communities.
2. **Municipal Status**. The parties to the Agreement are municipal corporations of the State of Florida located in Pinellas County possessing those powers provided in their Charters and granted to municipalities by general law, including the power to render municipal services such as fire control and suppression services.
3. **Scope of Services**. PINELLAS PARK and KENNETH CITY shall provide the following services:

**PINELLAS PARK:**

- A. **Fire Protection Services:**  
Provided Fire Protection Services within the Town of Kenneth City, to include fire suppression activities, hazardous materials response, fire inspections, fire and arson investigations and public education.
- B. **Normal Wear and Tear:**  
Be responsible for normal wear and tear of the interior of the fire station as well as the exterior generator.
- C. **Minimum Crew:**  
Respond with a minimum of three (3) state certified firefighters.
- D. **Identity:**  
Add lettering (Kenneth City) to the engine to identify it as the engine which is assigned to the Town.
- E. **Response Time:**  
Insure a proper emergency response to an incident scene within five (5) minutes at least seventy-five percent (75%) of the time.  
  
Prepare and maintain the appropriate Run Cards to secure Closest Unit Response, of other fire units in the event the designated Kenneth City fire engine is in-service at another incident in or out of the Town, and control of all fire department responses.
- F. **Annual Reports:**  
Provide the Town with quarterly and annual reports of all activities as it relates to Fire Protection Services.

**KENNETH CITY:**

- A. **Lease:**  
Lease, for the duration of this Agreement or any extension thereof, the fire station located at 4600 58<sup>th</sup> Street North to the City of Pinellas Park for one (1) dollar per year.
  - B. **Exterior of building and repairs:**  
Be responsible for the exterior of the building and for major, capital expenditures concerning the exterior or interior of the building, such as the roof, HVAC system, all equipment, the sewer system, etc., but not for minor repairs to the interior of the fire station.
4. **Personnel & Equipment:** In providing fire protection services PINELLAS PARK will provide and utilize their personnel and equipment in complying with this Agreement. It is anticipated pursuant to this Agreement that PINELLAS PARK will maintain one fire unit at

the KENNETH CITY Fire Station, along with sufficient personnel to staff such unit, and that additional units as may be necessary to any fire suppression will be dispatched by the Pinellas County 9-1-1 system from Pinellas Park, St. Petersburg, Seminole, Lealman, and any other departments as may be necessary. In the event the current system of backup for fire services by all departments as may be necessary. In the event the current system of backup for fire services by all departments in Pinellas County is substantially changed or modified, then this Agreement is subject to modification or termination by either party upon 180 day notice.

5. **Term.** The term of this Agreement shall be ten (10) years from the date of the fully executed Agreement. The fire services to be provided pursuant to this Agreement shall continue without interruption, and the monthly and annual payment by KENNETH CITY to PINELLAS PARK shall continue without interruption. During the fifth (5<sup>th</sup>) year of this Agreement, the parties will have the opportunity to re-negotiate costs for years six (6) through ten (10).
6. **Compensation.** In consideration of the services provided KENNETH CITY shall pay to PINELLAS PARK as follows:

| Time                              | Percent | Monthly     | Yearly Total |
|-----------------------------------|---------|-------------|--------------|
| Year 1                            | -----   | \$24,098.67 | \$289,184.08 |
| Year 2                            | 3%      | \$24,821.63 | \$297,859.60 |
| Year 3                            | 3%      | \$25,566.28 | \$306,795.39 |
| Year 4                            | 3%      | \$26,333.27 | \$315,999.25 |
| Year 5                            | 3%      | \$27,373.27 | \$325,479.23 |
| Year 6 thru 10 to be renegotiated |         |             |              |

7. **Termination.**
  - a. This Agreement may be terminated by either party, for any reason, at the end of any annual anniversary of this Agreement provided that written notice of termination is given at least 180 days in advance of any annual anniversary date.
  - b. In the event that during the term of this Agreement, Pinellas County contracts with PINELLAS PARK to provide EMS Service in the KENNETH CITY area, PINELLAS PARK shall also be allowed to provide such services from the KENNETH CITY Fire Station pursuant to this Agreement. All fees collected for these or any other services rendered outside of those delineated in paragraph 3 shall be paid to PINELLAS PARK and shall be considered in addition to those fees delineated in paragraph 6 above.
8. **Liability Insurance and Indemnification.**
  - a. PINELLAS PARK, agrees to defend, indemnify and hold harmless, KENNETH CITY, its elected officials and employees, from any and all liability, suits, claims, actions or causes of action, including reasonable attorney's fees, whether or not such actions may have any merit as a matter of fact or law, stemming from any incident



asserted by any third party as a result of any fire protection service provided pursuant to this Agreement. Nothing herein is intended to constitute a waiver of sovereign immunity under Section 768.28, Florida Statutes, as the same may be amended from time to time. This section shall not be construed as waiving any defense which PINELLAS PARK or KENNETH CITY may have against any claim or cause of action by any person not a party to the Agreement.

- b. PINELLAS PARK agrees to add KENNETH CITY, as an additional insured to its general liability and motor vehicle policies of insurance to the extent that PINELLAS PARK'S insurance carriers allow for the naming of additional insured's on their policies. PINELLAS PARK shall provide KENNETH CITY with a Certification of Insurance evidencing same and shall provide KENNETH CITY with a copy of all such insurance policies, upon request.
9. **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto. This document, including attachments, is the entire Agreement between KENNETH CITY and PINELLAS PARK.
10. **Default.** Any known defaults, by the parties, shall be cured within forty-eight (48) hours of written notice delivered to the other party in the manner set forth in Paragraph 12 of this Agreement. Any defaults related to payments required to be made under this Agreement shall be subject to the maximum penalties of interest allowable by law.
11. **Notices.** Notices required hereunder shall be sent by certified mail, return receipt requested as follows:

For KENNETH CITY:

Matthew Campbell, Town Manager  
6000 – 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709

For PINELLAS PARK:

Doug Lewis, City Manager  
5141 – 78<sup>th</sup> Avenue, P. O. 1100  
Pinellas Park, FL 33780-1100

12. **Attorney's Fees.** In the event of legal action regarding this Agreement, the prevailing party shall be entitled to recover costs and attorney's fees. Costs and Attorney fees shall include any and all attorney's fees incurred in the enforcement of this Agreement, preparation and attendance at trial, any and all appeal or bankruptcy proceedings and shall also include paralegal expenses and all reasonable travel, copying and transmission costs of the attorneys, and expert witness fees.
13. **No Waiver.** The failure of any party at any time to require performance by another party of any provision hereof shall not effect in any way the full right to require such performance at

any time thereafter; nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

14. **Captions.** The headings contained herein are merely for the convenience of the parties and the context of such paragraphs shall control the respective meanings.

15. **Assignments.** The obligations contained in this Agreement may not be assigned, be conveyed, or transferred by any party without written approval of the other party.

16. **Approval and Authority to Execute:** This Agreement has been approved by the formal action of the respective Board of Commissioners and City Council for the municipalities in public session and the Commissioners and City Council of KENNETH CITY and PINELLAS PARK have authorized their City or Town Manager and Mayor to sign and execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the year first above written.

ATTEST:

Cindy M. Maton  
Town Clerk

Approved as to form:

[Signature]  
Town Attorney

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney

TOWN OF KENNETH CITY

By: Wanda L. Dudley Mayor  
By: Matthew Capbeck Town Manager

CITY OF PINELLAS PARK

By: [Signature] Mayor

**TOWN OF KENNETH CITY**

**6000 – 54<sup>TH</sup> Avenue North  
Kenneth City, Florida 33709**

**PURCHASE ORDER NO--12261**

**[ Purchase Order Number Must Appear On Your Invoice and Package(s) ]**

**OUR TAX EXEMPT NUMBER IS 85-8013835366C-6**

**DATE: 6/18/2019**

**VENDOR NO.-**

|               |   |                |                                   |
|---------------|---|----------------|-----------------------------------|
| <b>VENDOR</b> | <b>Advanced Engineering &amp; Design, Inc</b> | <b>SHIP TO</b> | <b>Town of Kenneth City</b>       |
|               | <b>3931 68<sup>th</sup> Ave</b>               |                | <b>6000 54<sup>th</sup> Ave N</b> |
|               | <b>Pinellas Park, FL 33781</b>                |                | <b>Kenneth City, FL 33709</b>     |

|             |               |                                |
|-------------|---------------|--------------------------------|
| DEPARTMENT: | REQUESTED BY: | TO BE DELIVERED NO LATER THAN: |
|-------------|---------------|--------------------------------|

[illegible]

|  |                 |        |              |
|--|-----------------|--------|--------------|
| TOWN MANAGER: Req signed by Matthew Campbell | DATE: 6/18/2019 | TOTAL: | \$125,000.00 |
|--|-----------------|--------|--------------|

| Town of Kenneth City                   |  |                 |                      |                         |                            |  |                      |
|--|--|-----------------|----------------------|-------------------------|----------------------------|--|----------------------|
| Watershed Evaluation & Management Plan |  |                 |                      |                         |                            |  |                      |
| FY 2019 Cooperative Funding Initiative |  |                 |                      |                         |                            |  |                      |
| Proposed Man-hour Breakdown            |  |                 |                      |                         |                            |  |                      |
| Task No.                               | Description  | Project Manager | Sr. Project Engineer | Design / CAD Technician | Clerical / Field Personnel | Hours  | Total                |
| <b>1</b>                               | <b>Data Collection &amp; Asset Inventory</b>   |                 |                      |                         |                            |  |                      |
| 1.01                                   | Review of Town Mapping Records / Review of Historical Televising Data / Field "Truthing" of Structure and Pipe Presence / Pipe Size & Material Confirmation Where Possible | 12              | 24                   | 16                      | 40                         | 92   | \$ 9,010.00          |
| 1.02                                   | Coordination with Pinellas County / Joe's Creek WMP Review / Review of Stormwater Atlas Information / Field "Truthing" of Structure and Pipe Presence                      | 4               | 16                   | 8                       | 8                          | 36   | \$ 4,130.00          |
| 1.03                                   | Environmental Resource Permit (ERP) Record Review  | 2               | 12                   | 6                       | 6                          | 26   | \$ 2,925.00          |
| 1.04                                   | Identification of Survey Locations (Lakes & Conveyance System) / Coordination with Surveyor  | 2               | 6                    | 2                       | 0                          | 10   | \$ 1,390.00          |
| 1.05                                   | Identification of Preliminary Sediment Sampling Locations / Coordination with Material Testing Subconsultant   | 2               | 6                    | 2                       | 0                          | 10   | \$ 1,390.00          |
|  |  |                 |                      |                         |                            | <b>Subtotal (Task 1)</b>                                       | <b>\$ 18,845.00</b>  |
| <b>2</b>                               | <b>Mapping</b>   |                 |                      |                         |                            |  |                      |
| 2.01                                   | Preparation of Town Stormwater Atlas / Update NPDES Inventory  | 4               | 16                   | 32                      | 8                          | 3  | \$ 6,410.00          |
| 2.02                                   | Incorporation of Elevation Information (Where Applicable)  | 2               | 8                    | 12                      | 0                          | 22   | \$ 2,625.00          |
|  |  |                 |                      |                         |                            | <b>Subtotal (Task 2)</b>                                       | <b>\$ 9,035.00</b>   |
| <b>3</b>                               | <b>Stormwater Evaluation</b>   |                 |                      |                         |                            |  |                      |
| 3.01                                   | Subdivision of Joe's Creek WMP Basins / Determine Subbasin Characteristics   | 8               | 32                   | 16                      | 4                          | 60   | \$ 7,660.00          |
| 3.02                                   | Supplement Joe's Creek WMP Stormwater Model Schematic / Identify Supplemental Links, Nodes, Overland Weirs, Tailwater Conditions, Etc.                                     | 6               | 20                   | 12                      | 1                          | 39   | \$ 5,075.00          |
| 3.03                                   | Existing Level of Service (LOS) Determination / Prepare Existing LOS Polygon(s)  | 6               | 40                   | 24                      | 4                          | 74   | \$ 9,215.00          |
| 3.04                                   | Propose Stormwater Improvements to Improve LOS / Prepare Proposed LOS Polygon(s) / Incorporation into City's GIS (Maximum of Five (5) Alternatives)                        | 12              | 100                  | 40                      | 4                          | 156  | \$ 20,320.00         |
| 3.05                                   | Evaluation of Current Water Quality / Recommendation of Future Water Quality Improvements / Tabulation of Pollutant Removal  | 8               | 40                   | 12                      | 1                          | 61   | \$ 8,270.00          |
| 3.06                                   | Prepare Opinions of Probable Cost for LOS Improvement Recommendations  | 6               | 24                   | 8                       | 1                          | 39   | \$ 5,265.00          |
|  |  |                 |                      |                         |                            | <b>Subtotal (Task 3)</b>                                       | <b>\$ 55,805.00</b>  |
| <b>4</b>                               | <b>Report Preparation</b>  |                 |                      |                         |                            |  |                      |
| 4.01                                   | Prepare DRAFT Stormwater Master Plan Report  | 12              | 60                   | 24                      | 16                         | 112  | \$ 13,700.00         |
| 4.02                                   | Attend Meeting with Town & SWFWMD Personnel / Provide Written Responses to Town & SWFWMD Commentary  | 8               | 16                   | 12                      | 8                          | 44   | \$ 5,200.00          |
| 4.03                                   | Prepare FINAL Stormwater Master Plan Report  | 8               | 24                   | 16                      | 12                         | 60   | \$ 6,920.00          |
|  |  |                 |                      |                         |                            | <b>Subtotal (Task 4)</b>                                       | <b>\$ 25,820.00</b>  |
|  |  |                 |                      |                         |                            | <b>Subtotal</b>  | <b>\$ 109,505.00</b> |
|  |  |                 |                      |                         |                            | <b>Survey Subconsultant</b>                                    | <b>\$ 10,250.00</b>  |
|  |  |                 |                      |                         |                            | <b>Sediment Sampling Subconsultant (Prelim. Lake Sediment)</b> | <b>\$ 5,245.00</b>   |
|  |  |                 |                      |                         |                            | <b>Total</b>   | <b>\$ 125,000.00</b> |

PROPOSAL ASSUMPTIONS

|    |  |
|----|--|
| 1  | No floodplain mapping is proposed as the purpose of this system is to evaluate the functionality of the Town's drainage infrastructure for certain storm events. Similarly, the preparation of a Floodplain Insurance Study (FIS) Report is not proposed.  |
| 2  | Limited easement research will be performed on an as-needed basis. Easements not depicted on plat records, available on the County's website, are not proposed to be investigated.   |
| 3  | All work is proposed to be performed using the NAVD88 vertical datum. However, it is likely certain information will be on the older NGVD29 vertical datum. Datum conversion, when/if needed, shall be done using a "standard" conversion factor. Professional Land Surveyor services to perform this work is not proposed. Horizontal datum adjustments are not proposed. |
| 4  | The creation of a Digital Terrain Model (DTM) is not proposed. AED will utilize the Digital Elevation Model (DEM), provided by SWFWMD, in order to develop basin and sub-basin boundaries.   |
| 5  | The effect of sea level rise is not proposed to be evaluated.  |
| 6  | Coordination with public and private utilities is not proposed.  |
| 7  | Geotechnical investigation is not proposed. Soil type discussion will be based upon readily available NRCS maps.   |
| 8  | Inspection of pipe and structure condition is not proposed. However, the Town will be notified when maintenance activities are believed to be immediately required.  |
| 9  | Field "truthing" may require the removal of catch basin and/or manhole lids. This work shall be performed by others. It is also assumed that the removal of lids can be done in intervals of ten (10) prior to staff mobilizing to the site.   |
| 10 | Extensive MOT, if needed to access structures on 46th Ave., shall be performed under a separate scope of services.   |
| 11 | The development of rainfall excess tables is not proposed. Design storms will utilize the amounts established by the SWFWMD within their Project Design Aids located in Volume II of the ERP Applicant Handbook.   |
| 12 | Records associated with stormwater improvements and/or developments permitted by the FDEP (i.e. pre-SWFWMD) is not proposed.   |
| 13 | The development of a Surface Water Budget is not proposed.   |
| 14 | Water quality sampling is not proposed. Industry-standard stormwater pollutant concentrations shall be utilized for the water quality analysis. Water quality calculation methodology will be identical to the approach provided to SWFWMD for Cooperative Funded Initiation (CFI) projects.   |
| 15 | Modifications to existing stormwater and development-related codes are not proposed.   |
| 16 | The development or revision of a stormwater fee is not proposed.   |





# TOWN OF KENNETH CITY

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Renewal Proposal For  
Property & Casualty Insurance Coverage



Effective: 10/01/2021

Expiration: 10/01/2022



**WORLD**  
Risk Management  
A BALLATOR COMPANY

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL &  
PRIVILEGED IN NATURE — NOT FOR PUBLIC RECORD



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**NAMED INSURED**

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**NAMED INSURED AND MAILING ADDRESS**

**TOWN OF KENNETH CITY  
6000 54<sup>TH</sup> AVENUE NORTH  
KENNETH CITY, FL 33709-1806**

*This proposal contains most terms, conditions, limits and deductibles provided under the program. However, refer to the PRM Coverage Document for specific and complete terms and conditions.*

**PREPARED BY**

**WORLD**  
**Risk Management .**

A BALLATOR COMPANY

**20 NORTH ORANGE, SUITE 500  
ORLANDO, FL 32801  
PHONE: (407) 445-2414  
FAX: (407) 445-2868  
TOLL FREE: (888) 501-0014**



## EXECUTIVE SUMMARY

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### ***WHO WE ARE***

The WRM management team brings over 100 combined years of insurance industry intellectual capital to our clients dedicated to Public Entity Risk Management and insurance solutions. WRM employs a highly professional staff that has a proven record of identifying and satisfying client's needs. WRM's team commitment is reflected in a combined risk management knowledge and experience.

Knowing that broad insurance resources and strong market relationships are essential, along with industry expertise and experience, WRM tactically sought out well-respected industry talent, with solid reputations and stellar track records to join our leadership ranks.

WRM is a member of Ballator Insurance Group, formerly Accretive Insurance Services. Ballator provides insurance program development, pool creation and underwriting, pool administration services and insurance placement to both the Public Entity and Non-Profit sectors. Ballator Insurance Group is wholly owned by AssuredPartners (AP). AP is the fastest-growing independent insurance agency in the U.S. Founded in 2011 as a national partnership of leading independent property and casualty and employee benefits brokerage firms. AP is now one of the largest brokers in the nation with offices in 38 states and two countries. AP is the 11th largest broker in the U.S. with over 180 physical locations across the North America and over 7,500 employees.

WRM employs a highly professional staff that has a proven record of identifying and satisfying client's needs. WRM's team commitment is reflected in a combined risk management knowledge and experience.

### ***WHAT WE DO***

We bring fresh and innovative ideas into the insurance industry. WRM uses our ability of being a "Boutique Broker" to take advantage of the ever-changing insurance market opportunities. WRM has the expertise that most small private agents and brokers do not have, and the large publicly traded brokers cannot take advantage of due to their size and corporate structure.

WRM offers clients a thorough and meticulous insurance need analysis, plus delivers competitive cutting-edge products and services from nationally recognized insurance carriers based on realistic and reasonable fee and/or commissions. WRM's dedicated Management/Service Team is recognized throughout the industry for their commitment to providing clients with prompt responses and solutions.

### ***OUR REPUTATION***

WRM's management team has an industry wide reputation for professionalism, quality service, knowledge, and client involvement on a daily basis at all levels, plus a genuine commitment to protect and shield employees and property of public entity groups and other businesses. WRM believes in its ability to lead in the field of risk management and loss management and provide innovative solutions.

### ***OUR CORPORATE PARTNERS***

Ballator Insurance Group and World Risk Management along with its partner companies' mission is to maintain success through commitment, honest and timely communication, vision innovation and customer satisfaction.

**BALLATOR INSURANCE GROUP**  
**WORLD RISK MANAGEMENT, LLC**  
**FIRST FLORIDA INSURANCE BROKERS**  
**NON-PROFIT INSURANCE SERVICES**  
**LIBERTATE INSURANCE, LLC**



## PROPERTY PROPOSAL

|  | PROPERTY  |                                     |
|--|---|-------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021                       | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>COMPANY</b>   | PUBLIC RISK MANAGEMENT OF FLORIDA                                   | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| <b>TOTAL INSURED VALUES</b>  | \$4,470,799   | \$4,552,432                         |
| <b>DEDUCTIBLES</b>   |   |                                     |
| ▪ ALL OTHER PERILS, <b>EXCEPT:</b>   | \$1,000   | ✓                                   |
| ▪ ALL OTHER FLOOD – PER UNIT   | \$1,000   | ✓                                   |
| ▪ FLOOD – ZONES A&V  | EXCESS OF NFIP  | ✓                                   |
| ▪ NAMED WINDSTORM PER UNIT VALUES SHALL APPLY  | 3%  | ✓                                   |
| <b>VALUATION</b>   |   |                                     |
| ▪ AUTO PHYSICAL DAMAGE   | ACTUAL CASH VALUE   | ✓                                   |
| ▪ BUSINESS INCOME  | ACTUAL LOSS SUSTAINED   | ✓                                   |
| ▪ COINSURANCE  | NONE  | ✓                                   |
| ▪ INLAND MARINE  | REPLACEMENT COST  | ✓                                   |
| ▪ PROPERTY   | REPLACEMENT COST  | ✓                                   |
| <b>ASSOCIATION LIMITS</b>  |   |                                     |
| ALL PERILS, COVERAGE'S AND INSURED'S/MEMBERS<br>COMBINED – PER OCCURRENCE, <b>SUBJECT TO THE<br/>FOLLOWING SUB-LIMITS:</b> | \$250,000,000   | ✓                                   |
| - FLOOD – PER OCCURRENCE ANNUAL AGGREGATE  | \$50,000,000  | ✓                                   |
| - FLOOD SUBLIMIT – ANNUAL AGGREGATE  |   |                                     |
| - CONTRACTORS EQUIPMENT  |   |                                     |
| - FINE ARTS  | \$5,000,000   | ✓                                   |
| - LICENSED VEHICLES  |   |                                     |
| - UNLICENSED VEHICLES  |   |                                     |
| - FLOOD SUBLIMIT   |   |                                     |
| - PER OCCURRENCE   | \$10,000,000  | ✓                                   |
| - MISCELLANEOUS UNNAMED LOCATIONS  |   |                                     |
| - EARTHQUAKE SHOCK LIMIT   |   |                                     |
| - PER OCCURRENCE & IN THE ANNUAL<br>AGGREGATE  | \$50,000,000  | ✓                                   |
| - WIND/HAIL LIMIT PER OCCURRENCE NAMED<br>WINDSTORM  | \$100,000,000   | ✓                                   |
| - AUTO PHYSICAL DAMAGE   |   |                                     |
| - ON AND OFF PREMISES  | 100% OF \$2,500,000 AND 80% OF<br>\$7,500,000 EXCESS OF \$2,500,000 | <b>INCLUDED<br/>\$10,000,000</b>    |
| - OVER THE ROAD  |   |                                     |

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**



## PROPERTY PROPOSAL

|   | PROPERTY                                      |                                     |
|---|---|-------------------------------------|
|   | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021 | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]</b> |   |                                     |
| - ACCIDENTAL CONTAMINATION                          | \$250,000/\$500,000                           | ✓                                   |
| - ACCOUNT RECEIVABLES                               | INCLUDED                                      | ✓                                   |
| - ANIMALS   | \$50,000 FOR ANY ONE ANIMAL /                 | ✓                                   |
| - UNSCHEDULED ANIMALS                               | \$250,000 PER OCCURRENCE                      |                                     |
| - ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)           | LIMITED COVERAGE                              | ✓                                   |
| - AUTOMATIC ACQUISITION LIMIT                       | \$25,000,000                                  | ✓                                   |
| - AUTOMATIC ACQUISITION LIMIT FOR                   | \$10,000,000                                  | ✓                                   |
| - VEHICLES  | \$10,000,000 ANNUAL AGGREGATE                 |                                     |
| - SPECIAL FLOOD HAZARD AREAS                        |   |                                     |
| - BUILDING ORDINANCE                                | INCLUDED                                      | ✓                                   |
| - UNDAMAGED PORTION OF BUILDING                     |   |                                     |
| - BUSINESS INTERRUPTION                             | \$100,000,000                                 | ✓                                   |
| - CIVIL AUTHORITY                                   | 30 DAYS                                       | ✓                                   |
| - WITHIN 10 MILES OF INSURED PREMISE                |   |                                     |
| - CLAIM PREPARATION EXPENSE                         | \$1,000,000                                   | ✓                                   |
| - CONTINGENT BUSINESS INTERRUPTION                  | \$5,000,000                                   | ✓                                   |
|   | EXCEPT TAX <b>INTERRUPTION</b> EXCLUDED       |                                     |
| - COURSE OF CONSTRUCTION & ADDITIONS                | \$50,000,000                                  | ✓                                   |
|   | EXCLUDES FRAME BUILDERS RISK                  |                                     |
| - DEBRIS REMOVAL                                    | INCLUDED                                      | ✓                                   |
| - DEMOLITION  | INCLUDED                                      | ✓                                   |
| - EARTH MOVEMENT <i>EXCEPT</i>                      | \$50,000,000 ANNUAL AGGREGATE                 | ✓                                   |
| - VEHICLES, CONTRACTORS EQUIPMENT,                  | \$5,000,000 COMBINED AGGREGATE                |                                     |
| - FINE ARTS COMBINED                                |   |                                     |
| - ELECTRONIC DATA PROCESSING (EDP)                  | INCLUDED                                      | ✓                                   |
| - ERRORS & OMISSIONS                                | \$25,000,000                                  | ✓                                   |
| - EXPEDITING EXPENSE                                | \$50,000,000                                  | ✓                                   |
| - EXTENDED PERIOD OF INDEMNITY                      | 180 DAYS                                      | ✓                                   |
| - EXTRA EXPENSE                                     | \$50,000,000                                  | ✓                                   |
| - FINE ARTS   | INCLUDED                                      | ✓                                   |
| - UNSCHEDULED FINE ARTS                             | \$2,500,000                                   |                                     |
| - FIRE FIGHTING EXPENSE                             | INCLUDED                                      | ✓                                   |
| - FLOOD <i>EXCEPT</i>                               | \$50,000,000                                  | ✓                                   |
| - SPECIAL FLOOD HAZARD AREAS                        | INCLUDED                                      |                                     |
| - VEHICLES, CONTRACTORS EQUIPMENT,                  | \$5,000,000 COMBINED AGGREGATE                |                                     |
| - FINE ARTS COMBINED                                |   |                                     |
| - IMPROVEMENT & BETTERMENT                          | INCLUDED                                      | ✓                                   |
| - INCREASED COST OF CONSTRUCTION                    | \$25,000,000                                  | ✓                                   |

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**





## PROPERTY PROPOSAL

|  | PROPERTY  |                                     |
|--|---|-------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021   | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]   |   |                                     |
| - INGRESS & EGRESS<br>WITHIN 10 MILES OF INSURED PREMISE   | 30 DAYS   | ✓                                   |
| - JEWELRY, FURS, & PRECIOUS METALS –<br>SEPARATELY   | \$500,000                                       | ✓                                   |
| - LANDSCAPING, TEES, SAND TRAPS, GREENS,<br>ATHLETIC GREENS <i>EXCEPT</i><br>- UNSCHEDULED LANDSCAPING, TEES,<br>SAND TRAPS, GREENS, ATHLETIC GREENS | \$5,000,000<br>\$1,000,000                      | ✓                                   |
| - LEASEHOLD INTEREST   | INCLUDED  | ✓                                   |
| - MISCELLANEOUS UNNAMED LOCATIONS<br><i>EXCEPT</i><br>- SPECIAL FLOOD HAZARD AREAS   | \$25,000,000<br>\$10,000,000 ANNUAL AGGREGATE   | ✓                                   |
| - MOLD (RESULTANT)   | \$35,000 AGGREGATE                              | ✓                                   |
| - MONEY AND SECURITIES   | \$2,500,000                                     | ✓                                   |
| - OFF PREMISES SERVICE INTERRUPTION<br>INCLUDING EXTRA EXPENSE   | \$25,000,000                                    | ✓                                   |
| - PERSONAL EFFECTS   | INCLUDED  | ✓                                   |
| PERSONAL PROPERTY OF OTHERS  | INCLUDED  | ✓                                   |
| - PERSONAL PROPERTY OUTSIDE THE USA  | \$1,000,000                                     | ✓                                   |
| - PROTECTION AND PRESERVATION OF<br>PROPERTY   | INCLUDED  | ✓                                   |
| - PROPERTY OFF PREMISES  | INCLUDED  | ✓                                   |
| - SIGNS  | INCLUDED  | ✓                                   |
| - TRANSIT  | \$25,000,000                                    | ✓                                   |
| - TUNNELS, BRIDGES, DAMS, CATWALKS –<br>UNSCHEDULED  | \$500,000                                       | ✓                                   |
| - VALUABLE PAPERS AND RECORDS  | INCLUDED  | ✓                                   |
| - WATERCRAFT<br>- UP TO 27 FEET, UNSCHEDULED<br>- OVER 27 FEET, SCHEDULED  | \$250,000 UNSCHEDULED<br>ALL SCHEDULED INCLUDED | ✓                                   |
| EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]  |   |                                     |
| - RUST, WET/DRY ROT, LAND & LAND VALUES,<br>COMMUNICABLE DISEASE, PROPERTY CYBER &<br>DATA   | EXCLUDED  | ✓                                   |

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PROPERTY PROPOSAL

| RATING EXPOSURES                      |             |             |
|---------------------------------------|-------------|-------------|
| PROPERTY INFORMATION                  |             |             |
| TOTAL INSURANCE VALUES                | 2020-2021   | 2021 – 2022 |
| TOTAL BUILDING VALUES                 | \$2,175,359 | \$2,225,018 |
| TOTAL CONTENT VALUES                  | \$230,405   | \$232,479   |
| DECLARED/PROP IN OPEN                 | \$418,819   | \$428,452   |
| EDP EQUIPMENT (HARDWARE)              | \$100,485   | \$101,389   |
| BUSINESS INTERRUPTION/EXTRA EXPENSE   | \$1,000,000 | \$1,000,000 |
| EQUIPMENT VALUES                      | \$164,564   | \$172,927   |
| AUTOMOBILE VALUES – ACTUAL CASH VALUE | \$381,167   | \$392,167   |
| AUTOMOBILE VALUES – REPLACEMENT COST  | \$0         | \$          |
| RENTAL VALUES                         | \$0         | \$0         |
| MISCELLANEOUS PROPERTY                | \$0         | \$0         |
| TOTAL INSURABLE VALUES                | \$4,470,799 | \$4,552,432 |



## PROPERTY TERRORISM & SABOTAGE PROPOSAL

|  | PROPERTY TERRORISM & SABOTAGE                         |   |
|--|---|---|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021         | RENEWAL<br>10/01/2021 TO 10/01/2022                   |
| <b>CARRIER</b>   | LLOYDS OF LONDON                                      | LLOYDS OF LONDON                                      |
| <b>TERRORISM &amp; SABOTAGE</b>                        | \$25,000,000 PER OCCURRENCE<br>\$25,000,000 AGGREGATE | \$25,000,000 PER OCCURRENCE<br>\$25,000,000 AGGREGATE |
| <b>DEDUCTIBLE</b>                                      | \$10,000  | \$10,000  |
| <b>ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]</b>       |   |   |
| - BUSINESS INTERRUPTION SUBLIMIT                       | \$93,024,718  | ✓   |
| - CIVIL OR MILITARY AUTHORITY SUBLIMIT                 | \$1,000,000, 30 DAY(s), AND 1 MILE(s)                 | ✓   |
| - DEBRIS REMOVAL EXPENSES SUBLIMIT                     | \$250,000   | ✓   |
| - DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT        | \$250,000   | ✓   |
| - DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT | \$1,000,000   | ✓   |
| - ERRORS & OMISSIONS SUBLIMIT                          | \$250,000   | ✓   |
| - ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT            | \$1,000,000   | ✓   |
| - EXTENDED PERIOD OF INDEMNITY SUBLIMIT                | \$0 AND 180 DAY(s)                                    | ✓   |
| - FINE ART SUBLIMIT                                    | \$ 250,000  | ✓   |
| - INGRESS/EGRESS SUBLIMIT                              | \$ 1,000,000, 30 DAY(s), AND 1 MILE(s)                | ✓   |
| - PRESERVATION OF PROPERTY SUBLIMIT                    | \$ 250,000  | ✓   |
| - PROFESSIONAL FEES SUBLIMIT                           | \$ 250,000  | ✓   |
| - RELOCATION EXPENSE SUBLIMIT                          | \$ 250,000  | ✓   |
| - SERVICE INTERRUPTION SUBLIMIT                        | \$ 1,000,000, 30 DAY(s), AND 1 MILE(s)                | ✓   |
| - TRANSIT SUBLIMIT                                     | \$ 250,000  | ✓   |
| - VALUABLE PAPERS SUBLIMIT                             | \$ 250,000  | ✓   |
| - ACCOUNTS RECEIVABLE SUBLIMIT                         | \$ 250,000  | ✓   |
| - ASBESTOS SUBLIMIT                                    | \$ 500,000  | ✓   |
| - AUTOMATIC COVERAGE SUBLIMIT                          | \$ 1,000,000 AND 30 DAY(s)                            | ✓   |
| - COMMISSIONS, PROFITS, & ROYALTIES SUBLIMIT           | \$ 250,000  | ✓   |
| - DELAY IN STARTUP COSTS SUBLIMIT                      | \$ 250,000  | ✓   |
| - FIRE PROTECTIVE SYSTEMS SUBLIMIT                     | \$ 10,000   | ✓   |
| - GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT           | \$ 250,000  | ✓   |
| - KEY & LOCK EXPENSE SUBLIMIT                          | \$ 250,000  | ✓   |
| - LANDSCAPING SUBLIMIT                                 | \$ 10,000   | ✓   |
| - LOSS OF ATTRACTION SUBLIMIT                          | \$0, 0 DAY(s), AND 0 MILE(s)                          | ✓   |
| - MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT             | \$ 1,000,000 AND 30 DAY(s)                            | ✓   |
| - NEWLY ACQUIRED LOCATIONS SUBLIMIT                    | \$ 1,000,000 AND 90 DAY(s)                            | ✓   |
| - PROPERTY IN COURSE OF CONSTRUCTION SUBLIMIT          | \$1,000,000   | ✓   |
| - RENTAL INCOME SUBLIMIT                               | \$93,024,718  | ✓   |
| - SOFT COST SUBLIMIT                                   | \$10,000  | ✓   |

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



## ACTIVE SHOOTER & MALICIOUS ATTACK PROPOSAL

|  | ACTIVE SHOOTER & MALICIOUS ATTACK                   |   |
|--|---|---|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021       | RENEWAL<br>10/01/2021 TO 10/01/2022                 |
| CARRIER  | LLOYDS OF LONDON                                    | LLOYDS OF LONDON                                    |
| ACTIVE SHOOTER & MALICIOUS ATTACK                      | \$1,000,000 PER OCCURRENCE<br>\$1,000,000 AGGREGATE | \$1,000,000 PER OCCURRENCE<br>\$1,000,000 AGGREGATE |
| DEDUCTIBLE   | \$10,000  | \$10,000  |
| ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]              |   |   |
| - ADDITIONAL SECURITY MEASURES SUBLIMIT                | \$250,000   | ✓   |
| - COUNSELING SUBLIMIT                                  | \$250,000   | ✓   |
| - PUBLIC RELATIONS COSTS SUBLIMIT                      | \$250,000   | ✓   |
| - MISCELLANEOUS CRISIS MANAGEMENT EXPENSES<br>SUBLIMIT | \$250,000   | ✓   |
| - WAITING PERIOD                                       | 0 HOURS   | ✓   |

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE ACTIVE SHOOTER AND MALICIOUS ATTACK LIMIT OF LIABILITY

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



## CRIME PROPOSAL

|  | CRIME   |                                     |
|--|---|-------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021 | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>COMPANY</b>                                       | PUBLIC RISK MANAGEMENT OF FLORIDA             | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| <b>DEDUCTIBLE</b>                                    | \$1,000                                       | ✓                                   |
| <b>LIMITS</b>  |   |                                     |
| ▪ EMPLOYEE THEFT-PER LOSS COVERAGE                   | \$500,000                                     | ✓                                   |
| ▪ EMPLOYEE THEFT-PER EMPLOYEE COVERAGE               | NOT COVERED                                   | ✓                                   |
| ▪ FORGERY OR ALTERATION                              | \$500,000                                     | ✓                                   |
| ▪ INSIDE PREMISES-THEFT OF MONEY & SECURITIES        | \$500,000                                     | ✓                                   |
| ▪ INSIDE PREMISES-ROBBERY, SAFE BURGLARY- OTHER PROP | \$500,000                                     | ✓                                   |
| ▪ OUTSIDE THE PREMISES                               | \$500,000                                     | ✓                                   |
| ▪ COMPUTER FRAUD                                     | \$500,000                                     | ✓                                   |
| ▪ FUNDS TRANSFER FRAUD                               | \$500,000                                     | ✓                                   |
| ▪ MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY        | \$500,000                                     | ✓                                   |
| <b>CONDITIONS [NOT ALL INCLUSIVE]</b>                |   |                                     |
| ▪ FAITHFUL PERFORMANCE OF DUTY INCLUDED              | INCLUDED                                      | ✓                                   |
| ▪ 45 DAY NOTICE OF CANCELLATION/10 DAYS NON-PAYMENT  | INCLUDED                                      | ✓                                   |
| ▪ 60 DAY LOSS REPORT REQUIREMENT                     | INCLUDED                                      | ✓                                   |
| ▪ NO MINIMUM EARNED PREMIUM                          | INCLUDED                                      | ✓                                   |

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING





## GENERAL LIABILITY PROPOSAL

|  | GENERAL LIABILITY  |                                     |
|--|--|-------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021  | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| COMPANY  | PUBLIC RISK MANAGEMENT OF FLORIDA  | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| COVERAGE FORM                                    | OCCURRENCE   | OCCURRENCE                          |
| DEDUCTIBLE                                       | NIL  | NIL                                 |
| <b>LIMITS</b>                                    |  |                                     |
| LIMIT OF LIABILITY                               | \$2,000,000  | ✓                                   |
| <b>COVERAGE [INCLUDING BUT NOT LIMITED TO]</b>   |  |                                     |
| ▪ EMPLOYEE BENEFIT LIABILITY                     | INCLUDED   | ✓                                   |
| ▪ LAW ENFORCEMENT LIABILITY                      | INCLUDED   | ✓                                   |
| ▪ MISCELLANEOUS PROFESSIONAL                     | INCLUDED   | ✓                                   |
| <b>TERMS [INCLUDING BUT NOT LIMITED TO]</b>      |  |                                     |
| ▪ ASSAULT & BATTERY                              | INCLUDED   | ✓                                   |
| ▪ BLANKET CONTRACTUAL-HOLD HARMLESS              | INCLUDED   | ✓                                   |
| ▪ BODILY INJURY/PROPERTY DAMAGE                  | INCLUDED   | ✓                                   |
| ▪ EMT/PARAMEDICAL COVERED                        | INCLUDED   | ✓                                   |
| ▪ FALSE ARREST/IMPRISONMENT                      | INCLUDED   | ✓                                   |
| ▪ HOST & LIQUOR LIABILITY                        | INCLUDED   | ✓                                   |
| ▪ INVASION OF RIGHT OF PRIVACY                   | INCLUDED   | ✓                                   |
| ▪ MALICIOUS PROSECUTION                          | INCLUDED   | ✓                                   |
| ▪ MENTAL ANGUISH                                 | INCLUDED   | ✓                                   |
| ▪ MENTAL INJURY                                  | INCLUDED   | ✓                                   |
| ▪ PROPERTY IN THE CARE, CUSTODY & CONTROL        | INCLUDED   | ✓                                   |
| ▪ COMMUNICABLE DISEASE                           | \$200,000 PER CLAIMANT/\$300,000 PER<br>OCC/\$300,000 MEMBER<br>AGG/\$3,000,000 POOL AGG | ✓                                   |
| <b>EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]</b> |  |                                     |
| ▪ AIRCRAFT LIABILITY                             | EXCLUDED   | ✓                                   |
| ▪ MEDIAL PAYMENTS (NOT LEGAL LIABILITY)          | EXCLUDED   | ✓                                   |
| ▪ PRODUCT RECALL, TAMPERING OR<br>GUARANTEE      | EXCLUDED   | ✓                                   |
| ▪ WAR, NUCLEAR HAZARDS                           | EXCLUDED   | ✓                                   |

**\*COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED**

**ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES**

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**



## AUTO LIABILITY PROPOSAL

|   | AUTO LIABILITY   |                                     |
|---|--|-------------------------------------|
|   | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021                          | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| COMPANY   | PUBLIC RISK MANAGEMENT OF FLORIDA                                      | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| COVERAGE FORM                                       | OCCURRENCE   | OCCURRENCE                          |
| DEDUCTIBLE  | NIL  | NIL                                 |
| <b>LIMITS</b>                                       |  |                                     |
| LIABILITY COMBINED SINGLE LIMIT                     | \$2,000,000  | ✓                                   |
| <b>COVERAGE [INCLUDING BUT NOT LIMITED TO]</b>      |  |                                     |
| ▪ PERSONAL INJURY PROTECTION                        | STATUTORY  | ✓                                   |
| ▪ PHYSICAL DAMAGE<br>- COLLISION<br>- COMPREHENSIVE | EXCLUDED - COVERED UNDER PROPERTY<br>EXCLUDED - COVERED UNDER PROPERTY | ✓                                   |
| ▪ HIRED/BORROWED LIABILITY                          | \$2,000,000  | ✓                                   |
| ▪ HIRED/BORROWED PHYSICAL DAMAGE                    | INCLUDED   | ✓                                   |
| ▪ NON-OWNED LIABILITY                               | \$2,000,000  | ✓                                   |
| ▪ NON-OWNED PHYSICAL DAMAGE                         | INCLUDED   | ✓                                   |
| <b>EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]</b>    |  |                                     |
| ▪ AUTO PHYSICAL DAMAGE                              | EXCLUDED – COVERED UNDER PROPERTY                                      | ✓                                   |
| ▪ MEDICAL PAYMENTS                                  | EXCLUDED   | ✓                                   |
| ▪ UNINSURED/UNDERINSURED MOTORIST                   | EXCLUDED   | ✓                                   |

**ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES**

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**



**PUBLIC OFFICIALS / EMPLOYMENT PRACTICES LIABILITY PROPOSAL**

|  | PUBLIC OFFICIALS / EMPLOYMENT PRACTICES LIABILITY                                  |                                     |
|--|--|-------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021                                      | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>COMPANY</b>   | PUBLIC RISK MANAGEMENT OF FLORIDA  | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| <b>COVERAGE FORM</b>   | CLAIMS MADE  | CLAIMS MADE                         |
| <b>RETROACTIVE DATE</b>  | 10/01/1992   | 10/01/1992                          |
| <b>DEDUCTIBLE</b>  | NIL  | NIL                                 |
| <b>PUBLIC OFFICIALS LIABILITY</b>  |  |                                     |
| LIMIT OF LIABILITY   | \$2,000,000  | ✓                                   |
| ANNUAL AGGREGATE   | \$6,000,000  | ✓                                   |
| <b>EMPLOYMENT PRACTICES LIABILITY</b>  |  |                                     |
| LIMIT OF LIABILITY   | \$2,000,000  | ✓                                   |
| ANNUAL AGGREGATE   | \$6,000,000  | ✓                                   |
| <b>SUBLIMITS [INCLUDING BUT NOT LIMITED TO]</b>  |  |                                     |
| ▪ BERT HARRIS RETRO DATE 10/1/2015   | \$300,000/\$300,000  | ✓                                   |
| ▪ INVERSE CONDEMNATION RETRO DATE: 10/1/15   | \$100,000/\$100,000  | ✓                                   |
| ▪ NON-MONETARY DAMAGES RETRO DATE 10/1/15  | \$100,000/\$100,000  | ✓                                   |
| <b>COVERAGE [INCLUDING BUT NOT LIMITED TO]</b>   |  |                                     |
| ▪ ELECTED OFFICIALS, APPOINTED OFFICERS  | INCLUDED   | ✓                                   |
| ▪ ERRORS AND OMISSIONS   | INCLUDED   | ✓                                   |
| ▪ MISFEASANCE, MALFEASANCE & NONFEASANCE   | INCLUDED   | ✓                                   |
| ▪ NEGLIGENCE   | INCLUDED   | ✓                                   |
| ▪ SEXUAL HARASSMENT  | INCLUDED   | ✓                                   |
| ▪ SEXUAL MISCONDUCT RETRO DATE: 10/01/1999   | INCLUDED   | ✓                                   |
| ▪ WRONGFUL ACTS OF PUBLIC OFFICIALS  | INCLUDED   | ✓                                   |
| ▪ COMMUNICABLE DISEASE*  | \$200,000 PER CLAIMANT/\$300,000 PER OCC/\$300,000 MEMBER AGG/\$3,000,000 POOL AGG | ✓                                   |
| <b>DISCLAIMER</b>  |  |                                     |
| <b>BOTH PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY IS SUBJECT TO A PER MEMBER COMBINED AGGREGATE OF \$6,000,000</b> |  |                                     |

**ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES**

**\*COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED**

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**



## WORKERS' COMPENSATION PROPOSAL

|  | WORKERS' COMPENSATION                         |                                     |
|--|---|-------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021 | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>COMPANY</b>   | PUBLIC RISK MANAGEMENT OF FLORIDA             | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| <b>DEDUCTIBLE</b>  | NIL   | NIL                                 |
| <b>LIMITS</b>  |   |                                     |
| <ul style="list-style-type: none"> <li>WORKERS' COMPENSATION               <ul style="list-style-type: none"> <li>MEDICAL</li> <li>DISABILITY</li> <li>DEATH</li> </ul> </li> </ul>  | STATUTORY                                     | ✓                                   |
| <ul style="list-style-type: none"> <li>EMPLOYERS' LIABILITY               <ul style="list-style-type: none"> <li>EACH ACCIDENT</li> <li>EACH EMPLOYEE FOR DISEASE</li> </ul> </li> </ul>   | \$2,000,000<br>\$2,000,000                    | ✓<br>✓                              |
| <b>TERMS &amp; CONDITIONS [NOT ALL INCLUSIVE]</b>  |   |                                     |
| <ul style="list-style-type: none"> <li>BROAD FORM ALL STATES</li> </ul>  | INCLUDED                                      | ✓                                   |
| <ul style="list-style-type: none"> <li>MARITIME COVERAGE ENDORSEMENT</li> </ul>  | INCLUDED                                      | ✓                                   |
| <ul style="list-style-type: none"> <li>VOLUNTARY COMPENSATION ENDORSEMENT</li> </ul>   | INCLUDED                                      | ✓                                   |
| <b>SUBJECT TO</b>  |   |                                     |
| <ul style="list-style-type: none"> <li>ANNUAL POLICY AUDIT – PLEASE NOTE THE 10/01/2021 TO 10/01/2022 WC COVERAGE PERIOD WILL BE AUDITED AT A RATE OF <b>.0550322</b> PER DOLLAR OF PAYROLL ON THE TOTAL WC PREMIUM, BEFORE ANY PARTICIPATION CREDITS</li> </ul> | INCLUDED                                      | ✓                                   |

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**



## WORKERS' COMPENSATION PROPOSAL

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| CLASS<br>CODE | DESCRIPTION               | 2020 – 2021<br>ESTIMATED<br>PAYROLL | 2021 – 2022<br>ESTIMATED<br>PAYROLL |
|---------------|---------------------------|-------------------------------------|-------------------------------------|
|               |                           |                                     |                                     |
| 5509          | STREET OR ROAD PAVING     | \$143,067                           | \$151,500                           |
| 7720          | POLICE OFFICERS & DRIVERS | \$730,394                           | \$814,100                           |
| 8810          | CLERICAL OFFICE EMPLOYEES | \$248,642                           | \$190,200                           |
| TOTAL PAYROLL |                           | \$1,122,103                         | 1,155,800                           |





## CYBER LIABILITY PROPOSAL

|   | CYBER LIABILITY                               |                                     |
|---|---|-------------------------------------|
|   | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021 | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>CARRIER</b>  | GREAT AMERICAN INSURANCE                      | GREAT AMERICAN INSURANCE            |
| <b>NAMED INSURED</b>  | PUBLIC RISK MANAGEMENT OF FLORIDA             | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| <b>COVERAGE FORM</b>  | CLAIMS MADE                                   | CLAIMS MADE                         |
| <b>RETROACTIVE DATE</b>   | 10/01/2016                                    | 10/01/2016                          |
| <b>DEDUCTIBLE</b>   | \$5,000                                       | <b>\$10,000</b>                     |
| <b>LIMITS</b>   |   |                                     |
| LIMIT OF LIABILITY  | \$1,000,000                                   | ✓                                   |
| ANNUAL AGGREGATE  | \$10,000,000 POOL AGGREGATE                   | <b>\$5,000,000</b>                  |
| <b>COVERAGE (INCLUDING BUT NOT LIMITED TO)</b>                                  |   |                                     |
| ▪ BUSINESS INCOME/EXTRA EXPENSE   | INCLUDED                                      | ✓                                   |
| ▪ CYBER EXTORTION THREATS   | INCLUDED                                      | ✓                                   |
| ▪ MEDIA LIABILITY   | INCLUDED                                      | ✓                                   |
| ▪ PUBLIC RELATIONS EXPENSE  | INCLUDED                                      | ✓                                   |
| ▪ REPLACEMENT/RESTORATION OF ELECTRONIC DATA                                    | INCLUDED                                      | ✓                                   |
| ▪ SECURITY BREACH EXPENSE   | INCLUDED                                      | ✓                                   |
| ▪ SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES] | INCLUDED                                      | ✓                                   |

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**



## ANCILLARY– BOILER & MACHINERY PROPOSAL

|  | BOILER & MACHINERY                            |                                     |
|--|---|-------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021 | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>CARRIER</b>                                   | TRAVELERS ENERGYMax 21                        | TRAVELERS ENERGYMax21               |
| <b>NAMED INSURED</b>                             | PUBLIC RISK MANAGEMENT OF FLORIDA             | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| <b>DEDUCTIBLES</b>                               |   |                                     |
| ▪ ALL OBJECTS                                    | \$1,000                                       | ✓                                   |
| ▪ TRANSFORMERS 10,000 KVA                        | \$10,000                                      | ✓                                   |
| <b>VALUATION</b>                                 |   |                                     |
| ▪ ALL OTHER EQUIPMENT                            | REPAIR AND/OR REPLACEMENT                     | ✓                                   |
| ▪ EQUIPMENT 20 YEARS OR OLDER                    | ACTUAL CASH VALUE                             | ✓                                   |
| <b>ASSOCIATION LIMITS</b>                        |   |                                     |
| LIMIT PER ACCIDENT                               | \$50,000,000                                  | ✓                                   |
| <b>ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]</b> |   |                                     |
| ▪ CONTINGENT BUSINESS INTERRUPTION/EXTRA EXPENSE | \$250,000                                     | ✓                                   |
| ▪ DEMOLITION/INCREASED COST                      | \$1,000,000                                   | ✓                                   |
| ▪ ERRORS IN DESCRIPTION                          | POLICY LIMIT                                  | ✓                                   |
| ▪ EXPEDITING EXPENSE                             | POLICY LIMIT                                  | ✓                                   |
| ▪ HAZARDOUS SUBSTANCE                            | \$2,000,000                                   | ✓                                   |
| ▪ MEDIA  | \$500,000                                     | ✓                                   |
| ▪ NEWLY ACQUIRED LOCATION                        | POLICY LIMIT                                  | ✓                                   |
| ▪ ORDINANCE OR LAW INCL. DEMOLITION              | \$1,000,000                                   | ✓                                   |
| ▪ REFRIGERANT CONTAMINATION                      | POLICY LIMIT                                  | ✓                                   |
| ▪ WATER DAMAGE                                   | POLICY LIMIT                                  | ✓                                   |
| <b>MAJOR PERILS EXCLUDED</b>                     |   |                                     |
| ▪ EARTHQUAKE                                     | EXCLUDED                                      | ✓                                   |
| ▪ EC PERILS                                      | EXCLUDED                                      | ✓                                   |
| ▪ FLOOD  | EXCLUDED                                      | ✓                                   |
| ▪ FREEZE   | EXCLUDED                                      | ✓                                   |
| ▪ FURNACE EXPLOSION                              | EXCLUDED                                      | ✓                                   |
| ▪ LIGHTNING                                      | EXCLUDED                                      | ✓                                   |

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



**OPTIONAL – EXCESS LIABILITY PROPOSAL- NOT PURCHASED**

|   |   |   |                  |
|---|---|---|------------------|
|   | EXCESS LIABILITY  |   |                  |
|   | RENEWAL<br>10/01/2021 TO 1001/2022                        |   |                  |
| COMPANY   | PUBLIC RISK MANAGEMENT OF FLORIDA                         |   |                  |
| COVERAGES INCLUDED  |   |   |                  |
| ▪ AUTO LIABILITY  | ▪ EMPLOYMENT PRACTICES LIABILITY                          | ▪ GENERAL LIABILITY                                   |                  |
| ▪ EMPLOYEE BENEFITS LIABILITY   | ▪ ERRORS & OMISSIONS LIABILITY                            | ▪ LAW ENFORCEMENT LIABILITY                           |                  |
| EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]   |   |   |                  |
| ▪ ABUSE OR MOLESTATION  | ▪ EMPLOYERS' LIABILITY/WORKERS' COMPENSATION              | ▪ POLLUTION LIABILITY EXCLUSION-HOSTILE FIRE COVERAGE |                  |
| ▪ AIRPORT LIABILITY   | ▪ FAILURE TO SUPPLY EXCLUSION-UTILITIES                   | ▪ SILICA OR DUST                                      |                  |
| ▪ ASBESTOS  | ▪ FUNGI OR BACTERIA                                       | ▪ WAR   |                  |
| ▪ AUTOMOBILE FIRST PARTY COVERAGE   | ▪ NURSING HOME  | ▪ WHARFINGERS' LIABILITY                              |                  |
| ▪ DAMS, LEVEES, DIKES OR RESERVOIRS   | ▪ PROPERTY DAMAGE EXCLUSION-REAL AND/OR PERSONAL PROPERTY |   |                  |
| LINE OF COVERAGE  | LIMIT   | EXCESS OF LIMITS                                      | COVERAGE TRIGGER |
| ▪ AUTO LIABILITY  | \$3,000,000   | \$2,000,000   | PER ACCIDENT     |
| ▪ EMPLOYEE BENEFIT LIABILITY  | \$3,000,000   | \$2,000,000   | PER CLAIM        |
| ▪ EMPLOYMENT PRACTICES LIABILITY  | \$3,000,000   | \$2,000,000   | PER CLAIM        |
| ▪ GENERAL LIABILITY INCL. LAW ENFORCEMENT   | \$3,000,000   | \$2,000,000   | PER OCCURRENCE   |
| ▪ MISCELLANEOUS PROFESSIONAL  | \$3,000,000   | \$2,000,000   | PER CLAIM        |
| *\$3,000,000 COMBINED EXCESS LIABILITY AGGREGATE APPLIES PER MEMBER FOR EMPLOYEE BENEFITS LIABILITY, PUBLIC OFFICIALS ERRORS & OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY ONLY* |   |   |                  |
| QUOTATION AVAILABLE UPON REQUEST  |   |   |                  |

**ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES**



## ANCILLARY– POLLUTION & REMEDIATION LIABILITY PROPOSAL

|   | POLLUTION AND REMEDIATION LEGAL LIABILITY     |                                     |
|---|---|-------------------------------------|
|   | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021 | RENEWAL<br>10/01/2021 TO 10/01/2022 |
| <b>CARRIER</b>  | INDIAN HARBOR INSURANCE CO.                   | INDIAN HARBOR INSURANCE CO.         |
| <b>NAMED INSURED</b>  | PUBLIC RISK MANAGEMENT OF FLORIDA             | PUBLIC RISK MANAGEMENT OF FLORIDA   |
| <b>COVERAGE FORM</b>  | CLAIMS MADE                                   | CLAIMS MADE                         |
| <b>RETROACTIVE DATE</b>                                     | 10/01/1998                                    | 10/01/1998                          |
| <b>SELF-INSURED RETENTION</b>                               | \$25,000                                      | \$25,000                            |
| <b>LIMITS</b>   |   |                                     |
| LIMIT OF LIABILITY EACH POLLUTION CONDITION                 | \$1,000,000                                   | ✓                                   |
| TOTAL LIMIT OF LIABILITY ANNUAL AGGREGATE                   | \$2,000,000                                   | ✓                                   |
| ▪ EMERGENCY REMEDIATION EXPENSE                             | \$250,000                                     | ✓                                   |
| ▪ EMERGENCY REMEDIATION EXPENSE<br>AGGREGATE                | \$1,000,000                                   | ✓                                   |
| <b>COVERAGE (INCLUDING BUT NOT LIMITED TO)</b>              |   |                                     |
| ▪ CONTINGENT TRANSPORTATION COVERAGE                        | INCLUDED                                      | ✓                                   |
| ▪ LEGAL DEFENSE EXPENSE                                     | INCLUDED                                      | ✓                                   |
| ▪ ON PREMISES & OFF PREMISES REMEDIATION<br>LEGAL LIABILITY | INCLUDED                                      | ✓                                   |
| ▪ POLLUTION LEGAL LIABILITY                                 | INCLUDED                                      | ✓                                   |
| ▪ STORAGE TANKS   | INCLUDED                                      | ✓                                   |

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



**OPTIONAL – AIRPORT OWNERS & OPERATORS LIABILITY PROPOSAL- NOT PURCHASED**

|  | AIRPORT OWNERS AND OPERATORS LIABILITY        |                                      |
|--|---|--------------------------------------|
|  | EXPIRING COVERAGE<br>10/01/2020 TO 10/01/2021 | RENEWAL<br>10/01/2021 TO 10/01/2022  |
| <b>CARRIER</b>   | ACE PROPERTY & CASUALTY INSURANCE CO          | ACE PROPERTY & CASUALTY INSURANCE CO |
| <b>NAMED INSURED</b>   | PUBLIC RISK MANAGEMENT OF FLORIDA             | PUBLIC RISK MANAGEMENT OF FLORIDA    |
| <b>FAA ID STATE NAME</b>   | N/A   | N/A                                  |
| <b>COVERAGE FORM</b>   | OCCURRENCE                                    | OCCURRENCE                           |
| <b>DEDUCTIBLE</b>  | NIL   | NIL                                  |
| <b>LIMITS</b>  |   |                                      |
| LIMIT OF LIABILITY   | \$2,000,000                                   | ✓                                    |
| ▪ EXTENDED COVERAGE-WAR, HI-JACKING & OTHER PERILS ANNUAL AGGREGATE  | \$2,000,000                                   | ✓                                    |
| ▪ FIRE DAMAGE LIMIT ANY ONE FIRE   | \$100,000                                     | ✓                                    |
| ▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE OCCURRENCE   | \$1,000,000                                   | ✓                                    |
| ▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE AIRCRAFT   | \$1,000,000                                   | ✓                                    |
| ▪ MALPRACTICE ANNUAL AGGREGATE   | \$2,000,000                                   | ✓                                    |
| ▪ MEDICAL EXPENSE LIMIT ANY ONE PERSON   | \$1,000                                       | ✓                                    |
| ▪ NON-OWNED AIRCRAFT LIABILITY   | \$2,000,000                                   | ✓                                    |
| ▪ PERSONAL INJURY AND ADVERTISING INJURY ANNUAL AGGREGATE  | \$2,000,000                                   | ✓                                    |
| ▪ PRODUCTS-COMPLETED OPERATIONS ANNUAL AGGREGATE   | \$2,000,000                                   | ✓                                    |
| <b>CONDITIONS [NOT ALL INCLUSIVE]</b>  |   |                                      |
| ▪ 60 DAYS NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN COVERAGE BY INSURER, BUT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM | ✓   | ✓                                    |

✓ PER EXPIRING

**CHANGE OR IMPROVEMENT TO EXPIRING**





## EXPOSURE CHANGE

| EXPOSURE CHANGE       |             |             |          |
|-----------------------|-------------|-------------|----------|
| EXPOSURE              | 2020-2021   | 2021 – 2022 | % CHANGE |
| PROPERTY TIV          | \$4,470,799 | \$4,552,432 | 2%       |
| NUMBER OF AUTOMOBILES | 22          | 24          | 9%       |
| NUMBER OF EMPLOYEES   | 21          | 21          | 0%       |
| TOTAL PAYROLL         | \$1,122,103 | \$1,155,800 | 3%       |



## PROPOSAL PRICING & BINDING AUTHORITY

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS  
INDICATED WITH AN "X" BELOW:

| PROPERTY & CASUALTY COVERAGES         | PREMIUM BREAKDOWN |             |          | BIND |    |
|---------------------------------------|-------------------|-------------|----------|------|----|
|                                       | 2020-2021         | 2021 – 2022 | % CHANGE | YES  | NO |
| PRM PROPERTY & CRIME                  | \$27,939          | \$28,449    |          |      |    |
| PRM BOILER & MACHINERY                | \$236             | \$260       |          |      |    |
| PRM GL/LEL/AL/E&O                     | \$55,244          | \$61,455    |          |      |    |
| PRM WORKERS' COMPENSATION             | \$61,752          | \$63,606    |          |      |    |
| PREFERRED MEMBER PARTICIPATION CREDIT | -\$726            | -\$769      |          |      |    |
| GRAND TOTAL                           | \$144,445         | \$153,002   | 5.92 %   |      |    |
| OPTIONAL/ANCILLARY COVERAGES          |                   |             |          |      |    |
| CYBER LIABILITY                       | INCLUDED          | INCLUDED    |          |      |    |
| POLLUTION LIABILITY                   | \$1,425           | \$1,476     |          |      |    |
| AVIATION LIABILITY                    | N/A               | N/A         |          |      |    |

**PAYMENT PLAN:** PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Member Name

**SIGNED BINDING AUTHORITY TO BE RETURNED BY 9/15/2021**

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.



## PROPOSAL PRICING & BINDING AUTHORITY

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| CYBER LIABILITY                       | INCLUDED          | INCLUDED    |          |      |    |
| POLLUTION LIABILITY                   | \$1,425           | \$1,476     |          |      |    |
| AVIATION LIABILITY                    | N/A               | N/A         |          |      |    |

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Member Signature

9/14/21

Date

Peter Cavalli

Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY 9/15/2021

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.



**KONICA MINOLTA**

Town of Kenneth City  
4600 58<sup>th</sup> St N  
Kenneth City, FL 33709

**IMMEDIATE ATTENTION NEEDED**

11/15/2021

Dear Valued Customer,

Your current lease contract for the Konica Minolta machine identified below is set to expire on **1/16/2022**. If you opt not to upgrade this machine, you may renew or reinstate your maintenance for another 2 years utilizing the monthly contract price as identified below and can upgrade at any time during that 12-24 month periods. The total term may not exceed 60 months. If you choose to renew or reinstate maintenance, please send a purchase order with this new pricing listed:

**5<sup>th</sup> YEAR – from 1/17/22 to 1/16/23**

**Serial Number: A7R0017002347**

**Monthly Price each: \$106.89**

**Model: Bizhub C258 Monthly B&W Copy Allowance: 5250 (BW) Overages: 0.0078 (BW)**

**State of Florida 600-000-11-1 Monthly Color Copy Allowance: 1000 (Color) Overages: 0.0660 (Color)**

Please submit your renewal purchase order via mail or e-mail to:

**Konica Minolta Business Solutions, attn. Beth Swain  
100 William Drive, Ramsey, NJ 07446  
bswain@kmbs.konicaminolta.us**

Please select one of the options below and either email or mail your response based on the above information. If we have not heard from you by the above expiration date, Konica Minolta will make arrangements to pick up your machine.

- (1) \_\_\_\_ Please put us in touch with a Konica Minolta representative to discuss an upgrade.
- (2) \_\_\_\_ Please renew our lease at the rates identified above. Our renewal purchase order is attached.
- (3)  X  Please renew our lease at the rates identified above. A PO is not required; we will pay via credit card.

Signature is required by an authorized party:

---

Printed Name

---

Customer Signature

---

Title

---

Date

Please call with any questions you may have at 813-207-8257 – Beth Swain. We wish to thank you for your business and look forward to serving you in the future. **Contract no. 600-000-11-1**

# **AGREEMENT**

**COPY**

**BETWEEN**

**THE TOWN OF KENNETH CITY, FLORIDA AND  
SUN COAST POLICE BENEVOLENT ASSOCIATION**

**FOR  
POLICE OFFICER, CORPORAL, AND SERGEANT**



**OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024**



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## **PREAMBLE**

This Agreement is entered between the Town of Kenneth City, hereinafter referred to as the "Town" and the Sun Coast Police Benevolent Association, Inc., hereinafter referred to as "PBA." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth the full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. It is understood that the Town is engaged in furnishing essential public services, which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties recognize the need for continuous and reliable service to the public. There shall be no individual arrangement directly contrary to the terms provided herein.

## **ARTICLE I** **RECOGNITION**

- Section 1.** The Town hereby recognizes the PBA as the exclusive bargaining agent, as defined in Chapter 447, Part II, Florida Statutes, and all rules and regulations promulgated thereto, for all employees employed within the bargaining unit defined by the Public Employees Relations Commission in its Certification Number 1770. The bargaining unit includes full time certified law enforcement employees of the Town within the classifications of Sergeant, Corporal, and Police Officer.
- Section 2.** The appropriateness of any new class or division of employees belonging to the bargaining unit shall be determined jointly by the Town and the PBA. If agreement is not possible, the matter shall be referred to the Public Employees Relations Commission for resolution.

## **ARTICLE 2** **REPRESENTATIVE OF PARTIES**

- Section 1.** The Town agrees that during the term of this Agreement it will deal only with the authorized representative of the PBA in all matters requiring mutual consent or other official action called for by the Agreement. The PBA agrees to notify the Town of the name of such representative as of the execution of the Agreement. The PBA further agrees to notify the Town in a prompt fashion of any change in the name of such representative.
- Section 2.** Unless otherwise specified in this Agreement, the PBA agrees that during the term of this Agreement, the PBA and the employees covered hereunder shall deal only with the Police Chief, or their designee, in all matters requiring mutual consent or other official action. All matters relating to grievances shall be processed in accordance with the contractual grievance procedure.

- Section 3.** PBA representation will be afforded to all members in good standing with the PBA and it is understood and agreed that both the Town and PBA will comply with the provisions of Section 447.401, Florida Statutes.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- Section 1.** Except as expressly limited by any provision of this Agreement, the Town reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its right to determine the number, location, and type of its various operations, functions, and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions, or services from, or to, either in whole or in part, any of its other departments or divisions; to select and direct the working force in accordance with the requirements determined by the Town; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer or promote employees; to layoff, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause, and to otherwise take such measures as the Town may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.
- Section 2.** Upon the declaration of a state of local emergency as presently provided in § 2-352, Kenneth City Code of Ordinances and any subsequent amendment thereto: (i) the provisions of the Agreement may be suspended by the Chief, or his or her designee during the time of the declared emergency, providing that wage rates, overtime, and any and all other monetary benefits shall not be suspended; and (ii) any disciplinary action taken during such declared emergency shall be grievable at the end of the declared state of local emergency in accordance with the provisions of this agreement. Also any grievances which are in process shall have the time limits suspended until the conclusion of the declared state of local emergency.
- Section 3.** The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

- Section 1.** In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by the parties that there shall be the following procedure for the resolution of grievances involving the interpretation or the application of the terms of this Agreement against any non-probationary employee covered herein. The grievance procedure is the procedure contained in this Article, which, except as otherwise limited by this Agreement, culminates in final and binding arbitration.
- Section 2.** A grievance shall be defined as any difference, dispute, or complaint regarding the interpretation or application of the express terms of this Agreement and which has not been excluded from arbitration by this Agreement.
- Section 3.** Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Unless explicitly waived or otherwise extended by both parties in writing, the failure by either party to observe the prescribed time limits shall amount to an abandonment of its position and a final resolution of the grievance in favor of the other party. The resolution of each grievance shall be the product of a fact-specific inquiry and shall not serve as binding precedent as to either party in connection with the interpretation of this Agreement or resolution of future grievances.
- Section 4.** At all steps within the grievance procedure, the aggrieved employee shall be entitled to have a PBA representative in attendance to assist him or her. If an employee chooses to process his/her own grievance, the Town shall notify the bargaining agent of the PBA of any meeting where the resolution of the grievance may occur and shall otherwise abide by Florida Statutes section 447.301(4).

The grievance procedure shall be administered in the following manner:

**Step 1.** The employee shall present his or her grievance, in writing, to the Police Chief within fourteen (14) business days from the date of his or her receipt of a response from his or her supervisor in the informal step. The grievance must contain the following information: (i) nature of the grievance; (ii) any contract article(s) allegedly violated; (iii) the response from informal step; and (iv) the relief sought. The failure to include this information may result in the grievance being rejected by the Police Chief (or the Town Manager, in the absence of the Police Chief as detailed below) without prejudice with an opportunity for the employee to refile an amended grievance within seven business (7) days. If the Police Chief (or the Town Manager, in the absence of the Police Chief as detailed below) rejects the grievance for an alleged failure to include this information, he or she shall provide the employee with written notice regarding how the information is missing or otherwise insufficient.

If the Police Chief is not reasonably available at any time during this fourteen (14) day period, the employee shall deliver the grievance to the Town Manager by hand delivery to the Town Manager, by hand delivery to the Town Manager's designee, or by certified mail to the Town Manager. All grievances arising under the terms of this Agreement shall be processed through the grievance procedure contained in this Article. The Police Chief shall review the grievance and submit his or her decision in writing to the employee within fourteen (14) business days. The employee and the Police Chief, and Town Manager shall make himself or herself reasonably available to receive and participate in the grievance process. If the employee is dissatisfied with the grievance resolution issued by the Chief of Police the grievance procedure shall proceed to the next step.

**Step 2.** If the grievance is not resolved at Step 1, the employee shall present the written grievance, along with the Police Chief's response, to the Town Manager within fourteen (14) business days of the date the employee received the Police Chief's response. The Town Manager shall meet in person with the employee within fourteen (14) business days from the date of his or her receipt of the grievance and shall provide the employee with a written response within fourteen (14) business days following the date of this meeting.

**Section 5.** If the employee is dissatisfied with the grievance resolution issued by the Town Manager and the grievance is a dispute involving the interpretation of this Agreement and is one subject to arbitration, the matter may be submitted to final and binding arbitration as provided in this Section. An employee desiring to proceed to arbitration without first electing to use the Complaint Review Board process set forth in Article 23 of this Agreement shall be deemed to have wilfully waived the later use of the Complaint Review Board process.

- A. Within fourteen (14) business days following the date of the employee's receipt of the written decision from the Town Manager, the employee or his or her representative shall provide written notification to the the Chief of Police of his or her intent to arbitrate. Concurrently, the employee or his or her representative shall request from the Federal Mediation and Conciliation Service ("FMCS") a list of seven (7) names of qualified arbitrators. With the mutual agreement of both parties, the entire list may be rejected and a new list may be requested from FMCS and the new list shall be requested and paid for by both parties in equal shares.
- B. Within seven (7) business days after the receipt of such a list, representatives of the parties shall confer and each party alternatively shall strike three (3) names, with the grieving party striking first. The last name left on the list shall be the arbitrator selected. The grieving party shall notify FMCS of the selection within seven (7) business days from the date the names were stricken. As promptly as can be reasonably arranged, the arbitration hearing shall be held.



- C. Each party shall bear the cost of its own representative, counsel, and witnesses. Additionally, each party shall be responsible for their individual costs and other expenses associated with preparing their own case for arbitration. Any expense involved in transcribing any or all portions of the arbitration hearing shall be borne by the party requesting the transcript.
- D. The fees of the arbitrator shall be borne by the losing party. If the award by the arbitrator is split between the parties, meaning no one party wins all of the arbitrated issue(s), then both parties shall equally split the costs of the arbitrator.
- E. In the event a grievant proceeds to arbitrate without PBA representation, the grievant shall be individually responsible for his or her share of the fees and expenses and may be required by the arbitrator to make a deposit in advance.
- F. The decision of the arbitrator shall be final and binding on the parties so long as it is consistent with federal and state law.
- G. The arbitrator shall have no power to amend, add to, or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed. The arbitrator shall limit his or her decision strictly to the interpretation, application, and enforcement of this Agreement. The arbitrator shall have no authority to award attorneys' fees or costs.
- H. Copies of the decision of the arbitrator shall be furnished to both parties within thirty (30) business days from submission of closing briefs.
- I. The arbitrator shall arbitrate solely the issues presented.
- J. Unless otherwise mutually agreed upon, the submission to the arbitrator shall be based on the original written grievance submitted in the grievance process.

**Section 6.** All time limits contained in this Article may be extended by mutual written agreement of the parties.

## **ARTICLE 5**

### **NO STRIKE**

- Section 1.** The PBA agrees that during the term of this Agreement it will not authorize, instigate, condone, excuse, ratify, or acquiesce to any strike, slowdown, work stoppage, or any similar activity likely to interfere with the efficient operation of the Town's affairs engaged in or supported by PBA members or any agents or representatives of the PBA.
- Section 2.** Should the PBA or its member employees included in the unit breach this Article, then the Town may proceed to the appropriate court to obtain an injunction against such breach. The Town may also take any other action authorized or required by law.
- Section 3.** Should any member of the bargaining unit be found guilty of striking against the Town, as defined in Florida Statutes Chapter 447, Part II, the member(s) of the bargaining unit shall be subject to the penalties provided by Florida State Statutes and this Agreement. The Town further retains all of its inherent and explicit managerial rights, including, but not limited to, the right to take disciplinary action against any employee who breaches this Article. The parties further agree that in the event an arbitrator determines that an employee engaged in any strike activity, the arbitrator shall have no authority to reinstate the employee.

## **ARTICLE 6**

### **PBA BUSINESS**

- Section 1.** Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties further agree that each shall recognize the designated representative of the other for all matters relating to the negotiation of this Agreement or any subsequent matters arising out of this Agreement. Employees must seek prior written approval from the Chief of Police or his or her designee in order to attend negotiations while on duty. Such requests shall not be arbitrarily denied.
- Section 2.** A PBA business time pool bank is established to which individual members may contribute up to four (4) hours of annual leave once a year (during the first pay period of the fiscal year). The PBA representative may use a total of up to twenty-four (24) hours of pool time annually during the term of this Agreement to attend to PBA responsibilities, including but not limited to official PBA functions and the negotiation of this Agreement. The time off shall not be taken in increments of less than one (1) hour. The Chief or his or her designee must approve the use of the pool time. Such requests shall not be arbitrarily denied. The decision of the Chief as to whether to grant the use of pool time shall be final and not subject to arbitration. Any time not used at the expiration of any calendar year may be carried over up to a maximum accumulation of thirty six (36) hours.

**Section 3.** Use of pool time pursuant to Section 2 shall not be considered on duty for purposes of computing overtime nor is the employee eligible for Worker's Compensation benefits in the event of injury.

**Section 4. Representatives**

- A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party.
- B. For the purposes of the remainder of this section, any employee covered by the Agreement may be a PBA representative, so long as he or she is lawfully voted onto the PBA's Board of Directors, per its governing documents and processes. No employee covered by this Agreement has the authority to speak, contract, or otherwise bind the PBA in any way.
- C. A PBA representative is permitted to discuss PBA business with employees, including grievance(s), during their duty hours provided that such discussions shall not interfere with the employees providing effective and proper law enforcement service to the community.
- D. PBA representatives shall be allowed to communicate PBA business to employees prior to roll call and after off-duty.
- E. A copy of any Town document affecting PBA members shall be made available to the PBA upon request.

**ARTICLE 7**  
**NO DISCRIMINATION**

The PBA and the Town shall not interfere with the right of employees covered by the Agreement to become or to refrain from becoming members of the PBA. Neither the Town nor the PBA shall unlawfully discriminate against any such employee because of membership or non-membership in any employee organization.

**ARTICLE 8**  
**PROBATIONARY EMPLOYEES**

- Section 1.** All newly hired employees shall serve a twelve (12) month new employee probationary period which shall begin on the first day of his or her full time employment. During the new employee probationary period, or an extension of the new employee probationary period per Section 2 below, the employee may be discharged at any time without the right of grievance or arbitration.
- Section 2.** Upon the showing of good cause as documented in writing, an employee's new employee probationary period may be extended one (1) time, up to three (3) months, at the sole discretion of the Police Chief or his or her designee.
- Section 3.** Tenure or seniority shall be defined as the length of continuous service in full-time employment with the Town since the employee's employment or re-employment and shall continue to accrue during all types of paid leaves of absence and other leaves when provided in the Agreement, or otherwise provided by state or federal law. An employee's tenure or seniority shall be used to compute benefits as provided in this Agreement.
- Section 4.** Classification seniority shall be defined as the length of continuous service in a classification and shall continue to accrue during all types of paid leaves of absence and other leaves when provided in the Agreement, or otherwise provided by state or federal law.
- Section 5.** Supervisor probationary period shall be defined as that period of time beginning with an employee's appointment to the classification of Corporal or Sergeant, and shall end no later than twelve (12) months thereafter, unless extended by the Chief or his or her designee for a period of not more than six (6) months for good cause, which shall be documented in writing. Any absences from duty in excess of thirty (30) calendar days for reasons other than approved compensatory, sick, vacation, FMLA leave, if legally applicable to the Town or its employees, or any time spent on light duty, which cumulatively equal more than eighty (80) hours will be added to and shall extend the Supervisor probationary period.
- Section 6.** An employee serving a Supervisor probationary period who does not demonstrate suitability for the relevant supervisor classification for non-disciplinary reasons, as determined by the Chief or his or her designee, shall be notified in writing of the reason(s) and shall be demoted to the classification he or she previously held before the demotion. Failure to demonstrate suitability for disciplinary reasons will result in action as determined on a case-by-case basis depending upon the nature of the disciplinary violations.
- Section 7.** Probationary employees who have not attained permanent status and employees who have attained permanent status but are probationary due to a promotion may file grievances concerning the interpretation and application of the terms of this

Agreement, but cannot file grievances concerning work or training assignments, schedules, or extended probationary periods, so long as the Town follows all terms of the Agreement.

## **ARTICLE 9**

### **EXISTING RULES**

**Section 1.** In the case that any Department rule, regulation, policy, or procedure in existence at the time of execution of this Agreement, is in conflict with any portion of this Agreement, the Agreement terms shall prevail and the conflict shall be promptly corrected, in writing, by the Chief. Copies of any such changed rule, regulation, policy, or procedure shall be provided to PBA by the Chief within fourteen (14) working days from the date of such change. Those rules, regulations, policies, or procedures, including but not limited to General Orders, Standard Operating Procedures, or the Disciplinary Code, not in conflict with this Agreement may be unilaterally changed at the discretion of the Chief. Any such changes to the Disciplinary Code shall be provided by the Chief to the PBA representative in writing at least seven (7) business days before any changes are scheduled to go into effect. In keeping with the desire of the parties to work collaboratively, the Chief shall provide the PBA with an opportunity to discuss any proposed changes to the Disciplinary Code prior to their effective date.

**Section 2.** The Chief of Police shall maintain and make available to PBA an electronic copy of all written memorandums, rules, regulations, or policies which establish a new standard of conduct for members. This section shall apply to any proposed changes in the Disciplinary Code, General Orders, Policy Statements, or Standard Operating Procedures which address any standard of conduct.

**Section 3.** All members of the bargaining unit shall have access both electronically and in printed form to copies of the Town's and Department's policies, rules, regulations, General Orders, Policy Statements, Disciplinary Code, and Standard Operating Procedures.

## **ARTICLE 10**

### **DUES DEDUCTION**

**Section 1.** The Town agrees to withhold the PBA dues of each employee member who authorized such payroll deductions by the execution and submission to the Town's Clerk of a signed and dated Dues Deduction Form. Such deductions shall be made on a monthly basis.

**Section 2.** The PBA shall notify the Town's Clerk in writing of the amount of dues to be deducted and any changes to that amount. The PBA shall notify the Town Clerk in writing of any changes to the amount to be deducted at least thirty (30) calendar days prior to the effective date of the change.



- Section 3.** The PBA shall indemnify and hold the Town harmless against any claims made against the Town on account of such deductions. No deduction shall be made during a pay period in which the amount due the employee, less withholding tax, pension or Social Security payments, insurance premiums, and any other required deduction, is insufficient to cover the amount of the dues to be deducted.
- Section 4.** Dues deduction shall remain in effect for as long as the PBA is the certified bargaining agent and the employee is a member of the bargaining unit, unless the employee revokes the authorization, in writing, to the Town Clerk and the PBA, at least thirty (30) calendar days prior to the effective date of the revocation of authorization.
- Section 5.** The PBA shall notify the Town Clerk in writing of the name of the PBA personnel authorized to receive the dues. The amount of dues deducted by the Town Clerk shall be transmitted to the PBA personnel authorized to receive it on a monthly basis within (30) days after the first of each month.
- Section 6.** Before remitting the amount of dues deducted by the Town Clerk to the authorized PBA personnel, the Town Clerk shall deduct from that amount, Fifty Dollars (\$50.00) annually from the first month of the fiscal year to help defray the cost of processing the dues deduction procedure described herein.

## **ARTICLE 11**

### **HOLIDAYS**

- Section 1.** The following days shall be observed as official holidays for all members of the bargaining unit who are in active status. No holidays shall be paid to those who, as of the date of the holiday, are on leave of absence without pay, suspended, or are otherwise in a non-pay status, including but not limited to those persons off work due to a Worker's Compensation covered injury.

1. New Year's Day (January 1)
2. Martin Luther King Day (When observed)
3. Presidents' Day (When observed)
4. Easter Sunday (When observed)
5. Juneteenth (When observed)
6. Memorial Day (When observed)
7. Independence Day (July 4)
8. Labor Day (When observed)
9. Veteran's Day (When observed)
10. Thanksgiving Day (When observed)
11. Day following Thanksgiving (When observed)
12. Christmas Day (December 25)

- Section 2.** Bargaining unit employees who are required to work on a holiday's designated calendar date will receive an extra hour of pay at the employee's regular hourly rate of pay for each hour worked on the holiday. Such premium rate, for those who actually work the Holiday, shall not be included in the employees' regular rate for purposes of computing overtime pay.
- Section 3.** Bargaining unit employees who are regularly scheduled to work five (5) day work weeks encompassing Sunday to Saturday schedules, and who due to the nature of their assignment may be given a holiday off, shall receive the day off and receive their regular pay for that day in lieu of receiving holiday pay. Also, those employees who are on vacation, sick leave, or other paid but non-work status shall receive the holiday as holiday time in lieu of either their vacation, sick leave, or other time classification as appropriate.
- Section 4.** Holidays will be paid in the week in which they occurred. Request for holiday time must be submitted and approved no later than seven (7) days prior to the holiday, and no earlier than the current shift bid the holiday falls in; and must be taken in the same week as the holiday. There shall be no accrual of holiday leave time in lieu of payment. (Example: A holiday request cannot be submitted for Christmas Day until the shift bid in which the Christmas Day falls).

## **ARTICLE 12**

### **ANNUAL LEAVE**

- Section 1.** Annual leave shall be earned by active, full time bargaining unit members on the basis of continuous length of service with the Department on a prorated basis in the amounts given below:

| <b>Years of Completed Service</b> | <b>Leave Earned on Annual Basis</b>   |
|-----------------------------------|---|
| 1 - 2 years                       | 40 Hours  |
| 2 - 5 years                       | 80 Hours  |
| 6 - 10 years                      | 120 Hours   |
| 11 - 15 years                     | 144 Hours   |
| 16 - 20 years                     | 160 Hours   |
| 21+ years                         | 168 Hours plus an additional 8 hours per year thereafter up to a maximum of 200 hours annually. |

- Section 2.** Employees shall be allowed a carry-forward of unused annual leave up to a maximum of one hundred and sixty (160) hours calculated on the employee's anniversary. Any time in excess of the one hundred and sixty (160) hours shall be forfeited. Each employee is responsible for making every effort to schedule vacations in advance to insure their vacation is completed by their anniversary year so as to avoid forfeiture.

- Section 3.** Members of the bargaining unit shall begin to earn and accrue annual leave on the employee's anniversary date, prorated at the end of each month. No annual leave shall be taken until it has been earned.
- Section 4.** When an employee covered under the Agreement separates from employment with the Town, the employee shall be paid in a lump sum for all accrued unused annual leave, except:
- A. If he or she has less than one (1) year of continuous service with the Town, he or she shall receive no payment;
  - B. If he or she fails to give fourteen (14) calendar days notice in case of resignation, he or she shall lose eight (8) hours of annual leave for each day short of the fourteen (14) calendar days.
- Section 5.** Annual leave shall not be taken in increments of less than two (2) consecutive hours. Annual leave shall be charged in two (2) hour increments and no fractional parts of an hour will be charged or accrued.
- Section 6.** Annual leave shall not be earned by an employee during a leave of absence without pay, a suspension during which the employee does not receive full compensation, or when the employee is otherwise in a non-paid status.
- Section 7.** Vacation periods requested by an employee shall be reviewed by the immediate supervisor and the Operations Commander. An employee shall submit his or her vacation requests as soon as is practicable under the circumstances and approval shall not be unreasonably withheld. If a vacation request, in the discretion of the immediate supervisor, creates the possibility of overtime, the request must be approved by the Operations Commander. No two (2) sworn personnel may be approved for vacation encompassing the same week on the same shift. The Department will make a reasonable effort to meet the desires of the employee, giving priority in scheduling based on accrual, history, timing of request, and reason for request. Vacation time may be taken in conjunction with days off in the preceding and returning weeks.
- Section 8.** Notwithstanding any provision of this Agreement, the Chief shall not have the right to reschedule pre-approved vacations to prevent interference with the business of the Department except upon the declaration of a state of local emergency as presently provided in § 2-352, Kenneth City Code of Ordinances, or subsequent amendments thereof.

**ARTICLE 13**  
**SICK LEAVE**

**Section 1.** Sick leave will be earned by employees on the basis of continuous length of service at the rate of eight (8) hours per month.

Sick leave may be granted for the following:

- (1) Absence due to illness of employee;
- (2) Absence due to the employee's serious illness, injury, medical condition, medical procedure requiring hospitalization or confinement at home, or in accordance with applicable state or federal law, including but not limited to the Family and Medical Leave Act ("FMLA") if legally applicable to the Town and its employees.

**Section 2.** No more than six hundred (600) hours of accrued sick leave may be carried forward from one (1) fiscal year to the next. Any accumulated sick leave over six hundred (600) hours shall not be allowed.

**Section 3.** Bargaining unit members shall notify their supervisor at least two (2) hours prior to the start of their shift that the employee will be absent due to illness in order to qualify for sick leave. The employee shall state the general nature of the illness and its expected duration. Sick leave may only be used in minimum increments of one hour.

**Section 4.** At the sole discretion of the Chief, an employee who is frequently absent from work and requests that non-working time be charged as sick leave may be required to furnish a medical document from a licensed health care provider concerning the employee's physical condition and his or her capability to perform all requirements of the employee's position before the employee returns to work. The Chief may also request a medical document and release if the employee is absent in excess of twenty-four (24) regularly scheduled working hours or when the Chief believes that a potential for sick leave abuse exists. For purposes of this Agreement, a health care provider is any licensed health care practitioner regulated by Florida law who engages in the diagnosis, treatment, operation, or prescription for any human disease, pain, injury, deformity, or other physical or mental condition.

**Section 5.** No employee shall accrue or otherwise earn sick leave while he or she is suspended or on other nonpaid status. Non-paid status for this purpose only shall include leave without pay whether voluntary or not.

An employee receiving workers' compensation wage benefits may, at the employee's election, use available leave balances to supplement those benefits. The supplemental payments plus workers' compensation benefits cannot exceed the employee's regular salary.

**Section 6.** Any time required to attend and travel to appointments with licensed health care practitioners regulated by Florida law (for example: general care practitioners, dentists, dermatologists, ophthalmologists, and optometrists) for routine, nonurgent, non-job connected injuries, illnesses, medical or health conditions, check-ups, well-care visits, physicals, periodic exams, or the like, will be charged as sick leave. The employee is encouraged to schedule such appointments during off duty hours if reasonably possible. However, if off-duty scheduling is not reasonably possible, an employee shall submit her or her request for sick leave for such routine appointments at least fourteen (14) calendar days prior to the appointment.

**Section 7.** Any employee who separates employment with the Police Department other than for termination, or resignation while under investigation, shall be compensated for all unused sick leave up to the following percentages of the maximum allowable six hundred (600) hours:

|                  |     |
|------------------|-----|
| 0 - 5 years      | 20% |
| 5 - 9 years      | 40% |
| 10 -14 years     | 60% |
| 15 -19 years     | 75% |
| 20 years or more | 80% |

**Section 8.** Employees shall have the opportunity to convert or buy back up to forty (40) hours of sick time on October 1 of each year, so long as they have not used the full ninety-six (96) hours of sick time they accrued during the previous fiscal year. If they have used sick time, then that amount of sick time shall be deducted from the total of ninety-six (96) hours and the employee can convert or buy back the remaining hours up to forty (40) hours. The employees will have from October 1 to October 31 to make this election. The Town shall pay out the conversion or buyback no later than the last pay period in November of each year.

**Section 9.** In the event an employee exhausts his or her accumulated sick leave due to illness or injury, each remaining member may authorize a single transfer of up to forty percent (40%) of his or her accrued sick leave to the needy member, up to a maximum total transfer from all sources combined of four hundred and eighty (480) hours.

**Section 10.** An employee who is utilizing sick leave shall be at a residence or health care facility and shall travel only as medically necessary. The Town reserves the right to verify proper sick leave usage. Violation of this article shall result in discipline up to and including dismissal.



**ARTICLE 14**  
**HOURS OF WORK, OVERTIME AND STANDBY**

- Section 1.** The basic workweek for all bargaining unit employees covered by this Agreement shall consist of forty (40) hours. However, the basic pay period shall consist of eighty (80) hours during a fourteen (14) day work period. The Chief shall establish the basic workweek and hours of work best suited to meet the needs of the Department.
- Section 2.** All sworn law enforcement officers covered by this Agreement shall be paid in accordance with a seven (7) day work period for purposes of the Fair Labor Standards Act. By contract, any hours worked by such employee over forty (40) hours in such work period shall be compensated at one and one-half (1.5) times the employee's regular rate of pay. All overtime must be approved in advance by the Chief or his or her designee, without exception.
- Section 3.** For purposes of computing hours worked, only hours actually spent working, shall be counted. No paid time off (i.e., for holidays, annual leave, sick leave, etc.) shall be construed as hours worked. The Department reserves the right to adjust schedules in advance of the workweek to avoid overtime.
- Section 4.** It shall be an objective of the Department to minimize call back. Call back work is work to be performed of an emergency or unexpected nature at a time outside a member's normal working hours and is not to be associated or confused with departmental shift/work schedule or anticipated scheduled work requirements. Non-emergency work (training, shift coverage, etc.) and regularly scheduled staff meetings do not constitute call back. Employees will be paid for actual time worked with a minimum of guarantee of three (3) hours.
- Section 5.** In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to Standby Duty. A Standby Duty assignment is made by the Chief or his or her designee when he or she requires an employee to be available to work due to an urgent situation on his or her off duty time, which may include nights, weekends, or holidays. Employees assigned to a Standby Duty by the Chief or his or her designee are guaranteed Standby Pay of four (4) hours pay at their regular straight time rate. Employees, while on Standby Duty, if called to work, will, in addition to the Standby Duty pay, be paid for their actual time worked.
- Section 6.** From time to time, the Department requires employees to attend mandatory events (including but not limited to trainings, meetings, briefings, etc.) outside the employee's scheduled working hours. The Town shall compensate the employee with portal to portal pay when the Department requires the employee to attend such a mandatory event outside the employee's scheduled working hours when the start time of the event is not immediately conjoined to the start time or end time of the employee's shift on the date of the event.

Portal to portal pay means that pay shall begin when the employee leaves his or her residence to attend the event and shall end at the time that the employee returns to his or her residence after the end of the event. Portal to portal pay shall be the actual time worked with a minimum guarantee of three (3) hours. An employee who is entitled to compensation under this section shall drive directly to and from the event and shall not claim as compensable time any time spent making a personal stop, foray, or errand which would extend the portal to portal pay beyond three (3) hours.

## **ARTICLE 15**

### **COURT TIME AND JURY DUTY**

**Section 1.** Any employee, whenever required by subpoena to appear in Court or before any designated person while on duty, shall receive the full pay equal to their normal schedule for the hours they spend honoring the subpoena or appearing before the designated person. When the employee on duty attending Court or honoring such subpoena does so for only a portion of their regularly scheduled workday, they are expected to report to their supervisor when excused or released from the subpoena. The employee must provide the Chief with appropriate verification before compensation is approved under this Section. Personnel on the first or second shift shall schedule invest time during on duty time.

**Section 2.** Off-duty court time. An employee who is subpoenaed or otherwise required to appear during his or her off duty time in any Federal, State, County, or Circuit Court, arbitration, or administrative hearing, arising out of his or her work as a employee of the Town (including a driver's license hearing) shall receive payment for a minimum of two (2) hours or the actual time worked, whichever is greater. If an additional appearance is required on the same day, then actual time worked shall be paid for that and any successive appearances. If an appearance occurs preceding or following the employee's normally scheduled hours of work, the employee is not eligible for the two-hour minimum but will be paid for the time worked. The examples detailed below illustrate and define what "preceding" and "following" an employee's scheduled hours of work mean.

1. Whenever an appearance is set to precede an employee's normally scheduled hours of work by two (2) or more hours, the employee qualifies for the two-hour (2 hour) minimum. For example, an employee whose shift begins at 3 p.m. whose court appearance is set for 1 p.m. qualifies for the two-hour (2 hour) minimum, regardless of the time actually spent at the hearing. An employee whose shift begins at 3 p.m. whose court appearance is set for 11 a.m. qualifies for the two-hour (2 hour) minimum. Whenever an appearance is set to precede an employee's normally scheduled hours of work by less than two (2) hours, the employee shall be paid off-duty court time from the start time of his or her appearance until the start of his or her shift, regardless of the time actually spent at the hearing. For example, an employee whose shift begins at 3 p.m. and whose court appearance is set for 1:30 p.m. would receive one and a half hours (1.5) hours of off-duty court time pay. An employee whose shift begins at 3

p.m. whose court appearance is set for 2 p.m. would receive one (1) hour of off-duty court time pay.

2. Whenever an appearance is set to follow an employee's normally scheduled hours of work and there is a break of time of more than thirty (30) minutes between the end of the employee's shift and the start of the appearance, then the employee qualifies for the two (2) hour minimum. The break is determined by comparing the time the employee actually goes off duty to the time his or her appearance is scheduled to begin. Otherwise, the appearance is treated as a continuation of the employee's work period. For example, an employee whose end of shift occurs at 3 p.m. and who has an appearance set for 3:30 p.m. would be coded as present from the time his or her shift began until the end of his or her appearance.
3. The above examples presume the employee arrives at the start time of his or her appearance, which is the time used to determine both the qualification for the two-hour (2) hour minimum and the hours to be paid. Any employee who is off duty and on authorized court stand-by will be compensated as provided in Section 3 below.

**Section 3.** Off-duty Court Stand-by Pay. An employee who is required to be on off-duty court stand-by shall receive compensation at the employee's straight time base hourly pay rate for a maximum of three (3) hours for each day or portion of a day spent on stand-by. An employee who has been placed on off-duty court stand-by but is informed by 5 p.m. on the business day preceding the day for which the employee has been placed on off-duty court stand-by that he or she will no longer be needed on off-duty court stand-by will not be eligible for off-duty court stand-by compensation. However, an employee informed after 5 p.m. on the business day preceding the day for which the employee has been placed on off-duty court stand-by that he or she will no longer be needed on off-duty court stand-by is eligible for three (3) hours of stand-by compensation. "Business day" is defined as Monday through Friday, excluding holidays observed in this agreement.

If an employee on off-duty court stand-by is called to court, he or she shall be compensated for the actual time spent on stand-by, up to a maximum of three (3) hours, and also compensated for the time spent in court. The time spent in court is work time and shall count towards the computation of overtime hours.

**Section 4.** The employee will keep any fees received for mileage expenses received by him or her in connection with the subpoena when driving his or her personal vehicle.

**Section 5.** This Article does not apply to any subpoena commanding the appearance or any voluntary or ordered appearance by officers who are plaintiffs, defendants, or witnesses unless the subpoena was issued to the employee in the line of duty to represent the Town as a witness or defendant for job related issues.

- Section 6.** If an employee is called for jury duty, the employee shall promptly notify the Chief. The employee shall receive full pay equal to the employee's normal salary for jury duty hours minus amounts received for jury service. The employee shall provide the Chief with verification of jury service before compensation is approved. In the event that an employee's jury service ends during the employee's working hours, the employee shall thereafter report to work for the remainder of his or her shift.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

- Section 1.** An employee shall be granted up to five (5) work days of paid bereavement leave in the event of the death of any person residing in the employee's household or any member of the family of the employee or the employee's spouse. Family is further defined below in Section 2.
- Section 2.** The employee's family shall be defined as the employee's spouse, child, parent, mother-in-law, father-in-law, foster parent, legal guardian, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchildren, stepbrother, stepsister, half-brother, half-sister, grandparents, grandchildren, great-grandparent, great-grandchildren, aunt, uncle, niece, nephew, or any other member of the employee's immediate household, including foster children. Foster parent means the individual who provided parental care for the employee or the employee's spouse during a significant portion of the pre-adult years.
- Section 3.** Bereavement leave shall not be charged against vacation, compensatory time, or sick leave.
- Section 4.** An employee may request additional leave beyond the five (5) work days to be granted by the Chief or his or her designee. Such time shall be drawn from the employee's accrued leave. Should the employee have insufficient accrued leave time, he or she shall be considered to be on leave without pay.
- Section 5.** Upon request by the Chief, the employee shall provide the Chief with proof of death.
- Section 6.** The parties recognize the negative impact of a death on an employee is not limited to the death of a person who is typically defined as family. Should an employee request leave to attend a funeral or memorial service of a person who is not a person residing in the employee's household or a member of the family of the employee or the employee's spouse, or who does not otherwise qualify as "family" pursuant to Section 2 above, the Chief or his or her designee shall, operational considerations permitting, grant the request.

**ARTICLE 17**  
**LINE OF DUTY INJURY**

**Section 1.** In the event that an employee becomes physically unable to work as a result of an illness or injury incurred in the line of duty, the Town shall allow the employee to supplement the amount of Workers' Compensation payments to the point where the sum of the supplemental compensation and Workers Compensation equals the employee's weekly wage as provided by law. Such supplemental payments shall be charged in the following order:

- A. Sick leave.
- B. Compensatory time.
- C. Annual leave.

In no event shall the amount received by the employee exceed the employee's bi-monthly net salary. Should such injury time extend to the point where the employee has exhausted all supplemental time while in unpaid leave status, the employee shall not accrue any leave benefits.

**Section 2.** At six months of time, if the employee reaches maximum medical improvement, the employee must return to work immediately. If the employee is unable to resume the full and normal duties of his or her position, with or without reasonable accommodation the Town Manager may extend the recovery time not to exceed two (2) months. If it otherwise appears that the employee will not be able to return to work within a reasonable period of time, the employee may be terminated if no vacancies exist for which the employee is qualified and could be transferred. At any point during the employee's recovery, the Chief may require the employee to submit a written medical physician's statement stating the full status of the employee's condition and prognosis.

**Section 3.** If necessary to insure the smooth and efficient operation of the Department, the Town shall have the right to hire temporary replacements to serve while an employee is unable to work due to an injury incurred in the line of duty.

**Section 4.** Any employee released to return to work following an injury in the line of duty shall report such fact to the Town within twenty-four (24) hours of receiving such release and shall thereafter hold himself/herself ready and available to work.

**Section 5.** Benefits for job related injuries shall be determine exclusively by the workers compensation process established by law, and not by arbitration under this contract.

**Section 6.** With the adoption of the Florida Retirement System, any and all employee disability benefits shall be those prescribed by the Florida Retirement System or any disability program which the officers may voluntarily be a part of and pay the premiums for.



## **ARTICLE 18**

### **INSURANCE**

**Section 1.** At the election of the employee, each member of the bargaining unit shall be entitled to single employee coverage under the Town's group insurance plan. The Town will cover the full cost of the purchase of the single employee's coverage under the Town's group insurance plan. Dependent health insurance will be available to the employees. During the first year of this Agreement the Town shall contribute \$400/month toward the purchase of dependent health insurance coverage. During the second year of this Agreement the Town shall contribute \$600/month directly toward the purchase of dependent health insurance coverage. During the third and final year of this Agreement the Town shall contribute \$800/month toward the purchase of dependent health insurance coverage. The Town's contribution toward dependent coverage for each year of this Agreement shall be made regardless of the cost of dependent coverage or whether an employee elects to cover one or more dependents. This Agreement shall not be construed to compel the Town to compensate an employee for dependent coverage if the employee declines the Town's dependent health insurance coverage or does not otherwise have any qualifying dependents within their household.

**Section 2.** Due to the rising cost of health insurance, the Town specifically retains the right during the term of this Agreement to develop plan changes or to change carriers in order to reduce costs. However, such will not be done arbitrarily and capriciously, and the PBA shall be given at least thirty (30) days advance notice prior to implementation of the change. Upon request, the Town agrees to meet with the PBA on insurance, not to bargain, but to work cooperatively to find quality coverage at low costs. In the event that the Town Council should provide a dental plan for all employees of the Town, then in such event, the employees of the bargaining unit shall be entitled to the same dental benefits provided to other employees.

## **ARTICLE 19**

### **WAGES AND COMPENSATORY TIME**

**Section 1.** Effective October 1, 2021, through September 30, 2024, employees will be paid wages pursuant to the compensation plan set forth in Exhibit A, which is attached to this Agreement and incorporated by reference in its entirety. Following date of entry, employees shall be placed within a step of the step plan, and will advance to the next step yearly on the employee's anniversary date of hire. Any employee who is at the maximum step in the step plan set forth in Exhibit A as of any of the following dates: October 1, 2021; October 1, 2022; or October 1, 2023; shall be paid a lump sum of one thousand dollars (\$1,000.00) in recognition of his or her years of service. At the discretion of the Chief, a prior experience credit of up to three (3) steps above entry wage may be provided for qualifying employees.

- Section 2.** An employee's Date of Employment shall remain the same throughout his or her employment with the Department, regardless of promotion or classification.
- Section 3.** Evaluations are not subject to arbitration.
- Section 4.** At the employee's request, compensatory time may be granted to an employee in lieu of overtime pay with the approval of the Chief, or his or her designee up to a maximum of one hundred and twenty (120) hours. Annually, any unused compensatory time in excess of one hundred and twenty (120) hours as of September 30 will be forfeited. Requests to use compensatory time must be submitted as soon as is practicable under the circumstances and approval may not be unreasonably withheld. If a compensatory time request, in the discretion of the immediate supervisor or the Operations Commander, creates the possibility of overtime, the request must be approved by the Chief or his or her designee.
- At the time of any separation from employment, including retirement, the Town shall pay the employee his or her compensatory time balance in total. The Town shall pay this total no later than in the employee's final paycheck.
- Section 5.** The Town recognizes the additional strain on employees and the families of employees who work non-traditional shifts. In recognition of that extra burden, the Town shall pay shift differential compensation as follows:
- A. An employee shall receive an additional five percent (5%) compensation over their current step in the pay scale whenever he or she works the "evening shift," which typically is comprised of the hours from 3:00 PM to 11:00 PM.
  - B. An employee shall receive an additional ten percent (10%) compensation over their current step in the pay scale whenever he or she works the "midnight shift," which typically is comprised of the hours of 11:00 PM to 7:00 AM.
- Section 6.** The Permanent Classification of Police Corporal shall receive an additional five percent (5%) over their current step in the pay scale.
- Section 7.** The Permanent Classification of Police Sergeant shall receive an additional ten percent (10%) over their current step in the pay scale.
- Section 8.** Officers who perform the duties of Field Training Officer (FTO) shall receive five percent (5%) over their current step in the pay scale when they have a trainee.
- Section 9.** Overtime shall be offered to employees according to seniority based on date of hire for the shift they are working. Overtime shall first be offered to the most senior employee on the relevant shift. If the most senior employee declines, then it shall go to the next senior employee and so on from there.

If all of the most senior employees have declined the overtime shift, then the least senior employee on the relevant shift shall be required to work that overtime shift. Once an employee works an overtime shift, they will be taken off of the list for the relevant shift. The list will exhaust itself once every employee on the list has been required to work overtime. If there is more overtime than employees on the list then the list will reset itself for that week and start again from the beginning. At the start of each week the list will reset from the start of the most senior employee. Start of the week is determined by the start of the pay week. This gives every employee the opportunity to work overtime and also not have all the overtime forced on the least senior employees.

For example: The most senior employee declines the overtime. The next senior employee takes the overtime. The second senior employee is removed from the list. The next workday, overtime occurs again. The second senior employee asks the most senior employee if the second senior employee can have the shift. The most senior employee can use his or her turn to request the overtime shift then in turn give it to the second most senior employee. However, the most senior employee is also removed from the list as they utilized their turn to give the overtime to the second senior employee. Now both the senior and second senior employees are off of the list until it resets again.

Subject to the approval of the Chief, employees can have an agreement with other employees to work their overtime.

This system shall be utilized for both foreseen and unforeseen overtime. This system shall also include all appointed positions such as community policing, detective, etc. Employees in appointed positions will be considered part of whatever shift that they are working in that day. This shall not apply to appointed positions where the employee both wears civilian clothes for a full forty (40) hour work week and is completely removed from the patrol schedule all of the time.

## **ARTICLE 20**

### **BULLETIN BOARDS**

The PBA may provide a bulletin board within the Department for the posting (by the PBA only) of notices of meetings or other official PBA information provided that the Chief or his or her designee has first reviewed and approved the material. All posted material shall be dated. The size of the bulletin board shall be reasonable. All items posted shall be removed after thirty (30) days or may be discarded. All information posted shall be of an informational nature only and shall not be purposefully derogatory.

**ARTICLE 21**  
**SENIORITY AND LAYOFF**

- Section 1.** Departmental seniority date is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave, except for leaves of absence without pay for thirty (30) calendar days or more, unless the leave without pay for thirty (30) days or more is protected by state or federal law. Leave of absence without pay in excess of thirty (30) days, which is not protected by state or federal law shall cause an employee's departmental seniority date to be adjusted for an equivalent amount of time. Leaves of absence without pay of any kind for periods of less than thirty (30) days shall not cause the departmental seniority date to be adjusted.
- Section 2.** Departmental seniority date shall be used for purposes of computing vacations, pensions, shift bids, service awards, and other benefits based on length of service.
- Section 3.** Employees shall be terminated and lose their seniority as the result of the following:
- A. Voluntary or involuntary termination of employment.
  - B. Retirement.
  - C. Absent without authorized leave.
  - D. Failure to report to work immediately upon receiving lawful notice to return to work.
  - E. Failure to return from military leave within the time limits prescribed by law.
- Section 4.** The Chief will notify the PBA in advance of any pending reduction in force. Probationary employees will be laid off first and shall be placed on the eligibility list in order of their length of time in their classification. In the event that two (2) or more employees affected have the exact same amount of service in the classification, the Chief shall decide who shall be laid off first based on documented qualifications and performance.
- Section 5.** Employees in layoff status shall retain recall rights and shall have preference to work over applicants on eligibility lists. The Town shall, at minimum, make recall notice by certified mail to the last address in the employee's records and shall clearly explain that an employee must respond to the recall notice no later than ten (10) business days after the date of the certified mail. A laid off employee shall respond to the Chief no later than ten (10) business days after the date of the certified mail in order to signify their intention of returning to work.
- A. Recall will be offered to laid-off employees provided they are otherwise qualified to perform the duties of the job and no intervening factor has rendered reinstatement inappropriate.

- B. When employees are recalled from layoff, the employee with the greatest classification seniority shall be recalled first. Previously earned classification seniority time shall be credited to recalled employees.

**ARTICLE 22**  
**UNIFORMS, EQUIPMENT AND PERSONAL PROPERTY**

**Section 1.** All employees shall be issued uniforms, equipment, accessories, protective gear, and footwear necessary to perform their police duties. No later than their hire date, the Town shall issue each employee three (3) full sets of Class B uniforms. Thereafter, the Town shall issue each employee an additional full uniform annually on his or her anniversary date; not to exceed six (6) uniforms total.

All worn or damaged uniforms shall be replaced at the Town's expense when approved by the Chief unless the replacement is due to the documented negligence or carelessness of the employee, in which case the employee shall bear the cost.

Regarding footwear, on an annual basis, the Town shall supply the employees with either standard, safe, appropriately sized law enforcement work footwear or a one hundred (\$100.00) footwear reimbursement. The employee shall make the election of whether to take the footwear or the reimbursement in his or her sole discretion. If the employee elects to take the reimbursement, he or she shall purchase standard, safe, appropriately sized law enforcement footwear and shall timely submit a receipt to the Chief or his or her designee to demonstrate proof of purchase. The Town shall thereafter timely provide the employee with the one hundred dollar (\$100.00) reimbursement.

**Section 2.** The Town shall reimburse to all full time sworn employees an allowance in the amount of up to fifty dollars (\$50.00) per month that may be utilized for uniform cleaning, gym memberships, range fees, or approved training, or any combination thereof. In order to be reimbursed, an employee shall timely provide the Town with a detailed receipt. The Town shall reimburse the employee in the second (2<sup>nd</sup>) pay period of each month.

**Section 3.** Upon approval by the Chief, employees will be compensated for loss or damage to their personal items which were necessary for the job where those items were lost or damaged while they were conducting police business, so long as the loss or damage was not due to the employee's own carelessness or negligence. Such loss or damage must be reported to the Chief or his or her designee before the end of the employee's shift, or as soon as the employee notices the loss or damage in good faith, unless circumstances make such reporting impracticable or impossible (for example, if the officer is injured or otherwise unavailable). Where appropriate, the employee must cooperate in the filing of insurance forms. This loss or damage benefit is capped per incident at a maximum of one hundred and fifty dollars (\$150.00) for non-watch personal items and fifty dollars (\$50.00) for watches.



**Section 4.** The Town shall provide a protective vest for each employee covered by this Agreement. Vests shall be worn at all times while on duty unless specifically waived by the Chief.

**Section 5.** Subject to available resources and with the Chief's approval, which shall not unreasonably be withheld, an employee may elect to use an assigned police vehicle as a take home vehicle. A take home vehicle may not be driven more than thirty-five (35) linear miles from the site of the Town's Police headquarters, subject to any Department policies or directives governing the use, authorized location, operation, maintenance, or inspection of a take home vehicle. During the pendency of this Agreement, The Town shall not eliminate the take home car program.

### **ARTICLE 23**

#### **DISCIPLINE**

**Section 1.** The Town agrees to abide by the terms of the Law Enforcement Officers' Bill of Rights, per Florida Statutes section 112.532, in all disciplinary matters. No employee shall be suspended, demoted, or dismissed for disciplinary purposes without first being afforded a pre-disciplinary hearing by the Chief.

**Section 2.** Non-probationary employee shall not be disciplined except for just cause. The Town, the PBA, or the employee may use any work material as evidence to support or oppose the disciplinary action. All bargaining unit members shall have the right to be represented by a PBA Representative or representative of the employee's choice at any meeting that could lead to disciplinary action.

**Section 3.** Disciplinary action should be appropriate and progressive and may include, but is not limited to:

- A. Suspension;
- B. Demotion; or
- C. Dismissal.

Minor corrective action shall not be considered disciplinary action. Minor corrective action shall be defined as a letter of reprimand, a letter of counsel, a verbal reprimand, a verbal counseling, or any other verbal or written documentation.

The employees understand that it is necessary for the Department to keep documentation on employees for the purpose of maintaining a safe working environment for the community, the Department, and the employees, and also to ensure that employees remedy any identified areas of deficiency. For the purpose of aiding the Department in completing an employee's evaluation, the Department may refer to minor written documentation or notation such as, but not limited to, memos or written notes, for a maximum of one (1) year from the date of the minor written documentation or note.

Additionally, for the purpose of aiding the Department in completing an employee's evaluation, the Department may refer to more severe written documentation, such as but not limited to, letters of counsel or reprimand for a maximum of two (2) years from the date of the more severe written documentation.

The employees and the Town agree that maintaining Department property in good, working condition benefits all parties. Additionally, the parties acknowledge that the employees are human and can unintentionally damage or lose Department property from time to time by accident. If an employee causes damage or loss to Department property and the cost of the repair or replacement is under two hundred and fifty dollars (\$250.00), as long as he or she takes responsibility and voluntarily pays for the repair or replacement without the Department forcing him or her to do so, then the accidental loss or damage shall not be considered a subject of disciplinary action.

Nothing in this Agreement shall be construed to alter the Town's public records retention responsibilities as set forth in Chapter 119 of the Florida Statutes, and administered by the Division of Library Services.

**Section 4.** Employees shall be advised in writing of the basis for any disciplinary action resulting in the loss of pay or benefits. No grievance shall be filed for any disciplinary action unless such action is above the level of written reprimand. However, the employee shall be entitled to submit a written response to any reprimand or lesser action, and such response will be included in the employee's personnel file. All investigations shall culminate in one of the following conclusions:

- A. **Exonerated:** The incident occurred, but was lawful and proper.
- B. **Not Sustained:** The evidence does not support the allegation.
- C. **Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.
- D. **Unfounded:** The incident did not occur.
- E. **Policy Failure:** The allegation is true, but the investigation revealed policy or procedural changes are necessary.
- F. **Other:** The evidence supports a sustained violation for some other matter discovered during the investigation.

All Internal Affairs investigations will be conducted in accordance with this Agreement, and all applicable state and federal laws.

**Section 5.** There shall only be one (1) official personnel file per employee maintained by the Town, unless a state or federal law or regulation mandates specific records be maintained in a particular location inconsistent with the maintenance of personnel records in a single location. The Town shall use this official personnel file to document and store all records regarding personnel actions. Employees shall have

the right to review their official personnel file at any reasonable time, and to make copies of his or her personnel file or any portion thereof, at his or her expense. Medical or other records of any employee which are confidential or exempt under state or federal law shall be made available for review only to the Chief or to those immediate supervisors who have a legitimate, good faith basis to access such information. When a personnel record of an employee is furnished pursuant to a lawful request made under state or federal law, such information shall be released in accordance with state and federal laws governing public records. The Town shall be responsible for redacting all confidential and exempt records prior to releasing the records. The Town shall notify the employee as soon as is reasonably practicable whenever the employee's personnel file is requested pursuant to state or federal law.

**Section 6.** Newly hired employees who are serving out their twelve (12) month new employee probationary period shall not have a right to grieve any disciplinary action afforded under this Agreement.

**Section 7.** Any employee who has the right to grieve disciplinary actions under this Article shall have the right to do so through the grievance process outlined in this Agreement.

**Section 8.** Any employee, except newly hired probationary employees who are serving out their twelve (12) month new employee probationary period, shall have the right to a review of specified disciplinary actions before a Complaint Review Board pursuant to Florida Statutes section 112.532(2). An employee's election to use the Complaint Review Board process must precede the election to invoke the arbitration process as set forth in Article 4, Section 5 of this Agreement. Failure to elect this process before arbitration shall be deemed a willful waiver by the employee of the Complaint Review Board process.

**Section 9.** Complaint Review Board review of disciplinary actions shall only be applicable to:

- A. Suspensions of more than five (5) days;
- B. Dismissal; and
- C. Disciplinary demotion.

**Section 10.** Should an employee elect to utilize a Complaint Review Board process, he or she may appeal the Complaint Review Board's determination to the Town Manager. That appeal shall not be conducted de novo, but shall be conducted solely based on the record from the Complaint Review Board proceedings. Copies of the record will be provided to the Town Manager in either electronic or transcript form. Each party will be given an opportunity to make a brief summary argument before the Town Manager as to why the decision of the Complaint Review Board should be either sustained or reversed. Both parties shall share in the cost of record reproduction.

**ARTICLE 24**  
**TRAINING AND EDUCATION**

- Section 1.** In the discretion of the Chief, and per applicable law, the Department shall provide schools, training, and career development courses to employees. The Department shall notice the schools, training, and career development courses to all employees in sufficient time for the employees to apply for attendance. Employees desiring to attend such training shall make a request to their immediate supervisor prior to attending any school, training, or career development course.
- Section 2.** The Chief shall select officers for attendance at schools, training, and career development courses based on the following criteria:
- A. the ability of the employee;
  - B. the employee's duties and assignments (past, present, and future);
  - C. the employee's seniority in the Department;
  - D. The employee's demonstrated or good faith interest in the school, training, or course;
  - E. the manpower and staffing needs of the Department;
  - F. the employee's identifiable individual need for the particular training, if applicable; and
  - G. the Department's identifiable need for the particular training, if applicable
- Section 3.** All sworn employees shall be required to attend and satisfactorily complete training necessary to maintain their certification. The Town will pay for all mandatory training necessary for sworn employees to maintain their certification. Such mandatory training shall occur on duty and be treated as hours worked for purposes of computing overtime. However, the Town reserves the right to adjust work schedules to eliminate or minimize the overtime impact. Additionally, the Town may, in its sole discretion, offer tuition payment for any other training. Voluntary training courses will be off duty.
- Section 4.** The decision of the Chief regarding schools, training, and career development courses shall be final except that such decision shall not be rendered in an arbitrary or capricious way.
- Section 5.** An employee may request specific, detailed reimbursement approval in advance of attending an academic or advanced skill course (live or internet-based) which may be beneficial to the Town and to the employee. The employee shall be responsible for (i) demonstrating to the Town the benefit of the course; and (ii) documenting the cost of the course and the materials in advance of taking the course and in advance of committing to any financial responsibility for the course or materials. At the discretion of the Chief and with the approval of the Town Manager, the Town will reimburse the employee for tuition and necessary, specific course materials (example: books) for any such academic or advanced skill course. Reimbursement approval, if granted, shall be paid at the completion of the course and commiserate

with the grade the employee receives in the course. Specifically: an A grade shall be worth one hundred percent (100%) reimbursement; a B grade shall be worth seventy five percent (75%) reimbursement; and a C grade shall be worth fifty percent (50%) reimbursement. Any grade below a C shall not be entitled to any reimbursement. In the event the academic institution or course instructor does not administer letter grades or other comparable scale to objectively assess an employee's academic performance, an employee's completion of a course shall be reimbursed at 100%. In order to be eligible for reimbursement, the employee must have been employed at the Town for at least (1) one year prior to the beginning of the course. Subject to the provisions above, the Town will only reimburse the employee for one (1) course per academic semester. Course selection must obtain pre-approval before attending from the Chief. If the Chief denies the request, the employee may appeal in writing to the Town Manager who must respond in writing within fourteen (14) business days. All courses must relate to the employee's job field and must be completed during off-duty hours.

## **ARTICLE 25**

### **PHYSICAL AND MENTAL EXAMINATIONS**

- Section 1.** The Chief shall have the discretion to order (at the Town's expense) a fitness examination for an employee to ensure that the employee meets the physical fitness standards set forth by the Florida Department of Law Enforcement when the Chief has a reasonable basis for questioning the employee's physical fitness. An employee evaluated under this section must agree to release to the Town a medical opinion as to his or her physical fitness for duty. The Town shall pay the employee for the time spent completing the fitness for duty evaluation.
- Section 2.** The Chief shall have the discretion to order a psychological evaluation of any employee at the Town's expense when the Chief has a reasonable basis for questioning the employee's fitness for duty based on the employee's mental health. An employee evaluated under this Article must agree to release to the Town a medical opinion as to his or her mental fitness for duty. The Town shall pay the employee for the time spent completing the fitness for duty evaluation.
- Section 3.** No employee shall be required to submit to any such physical or mental fitness for duty examination until the Chief has first documented in writing the good faith reason(s) for the request and, at the request of the employee, provided a copy of such documentation to the employee and his or her PBA representative. Any employee evaluated under this Article may submit for the Chief's consideration a second opinion by a licensed medical doctor of the employee's choice. Such second opinion is at the employee's own expense and is not binding on the Chief.
- Section 4.** The Chief shall have the option of reassigning or placing an employee on administrative leave with pay pending the outcome of any evaluation under this Article.



- Section 5.** All employees may use sick leave when attending a physical or mental fitness for duty evaluation at their own expense.

**ARTICLE 26**  
**DRUG AND ALCOHOL TESTING**

- Section 1.** Employees shall refrain from using, possessing, dispensing, or selling any scheduled narcotic not prescribed for his or her use by a licensed physician and the using of any prescribed medication in a manner that does not substantially conform to the directions of the prescribing physician. The consumption of any alcohol while on duty or off duty recently enough to be detectable on duty is prohibited.
- Section 2.** Employees are subject to urinalysis or blood testing at an accredited lab or medical facility to detect the presence of scheduled narcotics, or alcohol when the Town has a documented and reasonable suspicion that the employee may be acting in violation of Section 1 of this Article.
- Section 3.** At the request of the employee, two (2) separate samples shall be received, simultaneously. Where the urinalysis of an employee specimen is positive for scheduled narcotics, a second test shall be performed by a separate accredited lab or medical facility using a specimen from the separate sample. The initial screening shall be through the Enzyme Multiplied Immunoassay Technique ("EMIT") test, or one of equivalent validity. In the event of a positive reading, the second test shall be the Gas Chromatography – Mass Spectrometry ("GC-MS") test, or one of equivalent validity. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures.
- Section 4.** Refusal to submit to testing shall be cause for dismissal. Submission to a chemical test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.
- Section 5.** When an employee is prescribed a prescription medicine which is likely to cause adverse side effects that would impair the safe performance of the employee's duties, the employee shall notify his or her immediate supervisor at the start of the work shift.
- Section 6.** If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol in his or her system, the employee may be disciplined or discharged.
- A.** If the test results establish with reasonable scientific certainty that an employee is in violation of Section 1 of this Article with regard to illegal or controlled drugs/chemicals, the employee shall be dismissed.
- Section 7.** Employees may, upon request, have a PBA representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30)

minutes to await a PBA representative. An attempt will be made to telephone the PBA representative advising of said pending test, but in no instance will the thirty (30) minute waiting rule be waived or will the employee taking the test have more than one representative present.

- Section 8.** Where the reasonable suspicion arises, the employee will be directed to a drug-testing laboratory, or clinic or hospital certified to do drug testing to give the sample. Urinalysis testing will be used in cases of suspected drug use.
- Section 9.** The Town shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem. However, such guidance must be requested by the employee. Participation in such programs shall not stay the implementation of dismissal or other disciplinary action against the employee.
- Section 10.** The parties agree that the Town shall have the unilateral right to put in place a drug free workplace program under the Florida workers compensation law and that the Town may unilaterally update such program to conform to changes in the law. To the extent such program is inconsistent with the Agreement, the program shall prevail. The Town agrees to pay for the administrative costs of the program as well as any drug or alcohol tests it requires while the employee is responsible for any tests he or she requests or any personal rehabilitation expenses. The Town shall provide the PBA with written notice sixty (60) calendar days prior to the implementation of any such program.
- Section 11.** Employees who seek voluntary assistance for alcohol and substance abuse may not be discharged, disciplined, or discriminated against solely for seeking such assistance as provided in Florida Statutes section 440.102(4)(n).
- Section 12.** The employee protection and confidentiality provisions of the Florida Drug Free Work Place Act, Florida Statutes section 440.102, shall apply to all test results and investigations.
- Section 13.** Nothing in this article shall limit the Chief's obligations under the law to report any known use of an illegal substance to the Criminal Justice Standards Commission or other referring agency as required.

**ARTICLE 27**  
**MILITARY LEAVE**

Military leave for employees shall be governed by state and federal law, including but not limited to Florida Statutes, Chapters 115 and 250, as well as the Town's administrative policies, so long as they are not inconsistent with state and federal law

**ARTICLE 28**  
**INDEMNIFICATION**

The Employer shall provide legal defense in all suits against employees and protect said employees from any and all liability, as long as the employee was acting within the scope of their employment, in the absence of gross negligence or willful disregard for the rights of individuals.

Any complaints over a failure to defend or indemnify shall not be subject to arbitration, but rather can be remedied only by the procedures established at law.

**ARTICLE 29**  
**PRINTING OF AGREEMENT**

**Section 1.** The Town will provide each employee with one (1) electronic copy of this Agreement within thirty (30) days of final Commission ratification.

**Section 2.** The Town will provide one (1) electronic copy of this Agreement to the PBA within thirty (30) days of final Commission ratification.

The Town will maintain one electronic copy of this Agreement at the Police station, in an area available to on-duty officers.

**Section 3** Each new employee will be given access to one (1) electronic copy of this Agreement when first hired by the Town.

**ARTICLE 30**  
**PENSION**

**Section 1.** The Town and the PBA agree that all members of the bargaining unit will continue in and all new members must enroll in the Florida Retirement System upon the execution of this agreement.

**Section 2.** Under no circumstances shall the Town be obligated or required to purchase any prior service time (government or military) for any employee coming into or participating as a member of the Florida Retirement System.

**ARTICLE 31**  
**SAFETY AND HEALTH**

- Section 1.** The Employer will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will encourage the employees to work in a safe manner. The Employer shall receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or from the PBA.
- Section 2.** The Department will provide proper and necessary safety equipment and devices for employees engaged in work, including special equipment and devices where necessary.
- Section 3.** It shall be the responsibility of the individual employee to check all equipment, which has been issued to him or her to assure it is in safe operating condition prior to use or operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall submit a written report to supervision. If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the item of equipment shall not be used and shall be promptly repaired or replaced.
- Section 4.** The parties agree that the special safety risks inherent in sworn law enforcement work do not end when an employee retires or separates from the Town's service in good standing. As a result, upon a qualified employee's request, the Town shall equip a qualified retired law enforcement officer or a qualified former law enforcement officer who separated from the Town's service in good standing with one (1) free photographic identification card that meets the requirements of the federal Law Enforcement Officers Safety Act ("LEOSA"), 18 U.S.C. § 926, such that he or she may lawfully carry a personal concealed firearm in any jurisdiction of the United States, or its territories, pursuant to federal law.

The determination of who is a qualified retired law enforcement officer or a qualified former law enforcement officer who separated from the Town's service in good standing shall be made in good faith by the Chief or his or her designee solely based on the requirements contained in LEOSA. "Separation from the Town's service in good standing" shall mean any separation other than termination, or resignation under investigation.

The Town shall ensure that the issued LEOSA photographic identification card, at minimum, states that the employee is a retired/inactive law enforcement officer and that the identification card is for LEOSA purposes only. The rear of the card shall define the former employee as a retired/inactive law enforcement officer who had arrest and investigative powers as defined by Florida Statutes section 943.10. The Town shall replace lost, stolen, or damaged LEOSA photographic identification cards upon the written request of the former or retired employee.

- Section 5.** Consistent with the parties' joint desire to encourage employee health and wellbeing through family bonding, the parties shall establish a paid parental leave program. Pursuant to the paid parental leave program, the Town shall provide an employee with three (3) weeks of paid leave for a child birth or adoption which occurs on or after October 1, 2021. This program shall not be retroactive to births or adoptions which occurred prior to October 1, 2021. The paid parental leave program shall be available to both male and female employees. During a paid parental leave program period, the employee shall be paid at his or her hourly rate of pay, inclusive of any specialty pay and any applicable shift differential. Employees who become eligible for pay increases during a paid parental leave period shall receive their increases as scheduled. An employee's seniority and other leave shall continue to accrue during any paid parental leave program period.

**ARTICLE 32**  
**ENTIRE AGREEMENT**

- Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties are set forth in this Agreement.
- Section 2.** Nothing in this Agreement constitutes a waiver of the PBA's right to bargain over the impact of managerial decisions on other terms and conditions of employment except to the extent that the impact has already been negotiated.
- Section 3.** Nothing in this Agreement constitutes a waiver of the Town's right to exercise its inherent and explicit management rights.

**ARTICLE 33**  
**SEVERABILITY AND WAIVER**

- Section 1.** Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be determined to be in violation of any law, then and in the event such clause or clauses only, to the extent they may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the violating language may appear.
- Section 2.** In the event of invalidation of any article or part thereof, the parties shall have thirty (30) business days from the date of learning of the invalidation to meet and attempt to arrive at a mutually satisfactory replacement.



- Section 3.** The exercise or non-exercise of the rights covered by this Agreement by the Town or the PBA shall not be deemed to waive any such right or the right to exercise such right in the future.

#### **ARTICLE 34** **AMENDMENTS**

- Section 1.** Except as otherwise provided herein, this Agreement may be amended at any time by the mutual written consent of the parties, but any such attempted amendment shall have no force and no effect until placed into writing and ratified by each party hereto in writing.
- Section 2.** The Town, the PBA and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the Town designate and vest with their representatives with the ability to execute memoranda of understanding (MOUs) addressing such situations or clarifying ambiguous contract language. All such MOUs shall require the approval of the Chief. Such MOUs shall only be valid until the expiration of this Agreement. This section shall apply only in the event of consent by both parties. Neither party is obligated to agree to execute an MOU. In the absence of consent and agreement, Section 1 above shall be controlling, but all parties shall still have those rights and remedies available under this Agreement or as otherwise provided by law.

#### **ARTICLE 35** **DURATION**

The Agreement will be effective as of the date on which the Agreement is ratified. The Agreement will remain in effect until September 30, 2024. Ratification will occur when the agreement has been approved by both the PBA and the Town under Florida Statutes Chapter 447, Part II. Either party shall notify the other in writing not more than one hundred eighty (180) days and not less than sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event notice is given to negotiate, negotiations shall begin as soon as practicable after notice has been given.

Upon ratification by the membership of the bargaining unit and approval by the Town, this Agreement shall be binding upon both parties and successors to them and any assigns.

In the event that the Town, by lawful decree and pursuant to all state and local requirements, votes, and procedures, decides to abolish the Town of Kenneth City Police Department and subcontract law enforcement services to the Pinellas County Sheriff's Office or to any other accredited law enforcement agency recognized by the State of Florida, this Agreement shall terminate upon the dissolution or abolishment of the Town of Kenneth City Police Department.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year hereinafter set forth.

WITNESS

SUN COAST POLICE BENEVOLENT  
ASSOCIATION, INC.

V. St. John Aug. 5, 2021

S. John - Gen Counsel / Exec. Director

Date: 5 August 2021

WITNESS

TOWN OF KENNETH CITY

Heather Guadagnoli

Steven F Spina

Date: 8/4/21

Approved by the Town Council for the Town of Kenneth City, Florida, on the 4<sup>th</sup> day of  
August, 2021.

Robert Lamb  
TOWN COUNCIL REPRESENTATIVE

**Exhibit A: Salary Schedule****FY22 (October 1, 2021 – September 30, 2022)**

| STEP  | Salary      |    |             |    |             |
|-------|-------------|----|-------------|----|-------------|
| Entry | \$47,940.00 | 9  | \$59,108.97 | 18 | \$73,057.48 |
| 1     | \$49,062.00 | 10 | \$60,510.19 | 19 | \$74,807.42 |
| 2     | \$50,212.05 | 11 | \$61,946.45 | 20 | \$76,601.10 |
| 3     | \$51,390.85 | 12 | \$63,418.61 | 21 | \$78,439.63 |
| 4     | \$52,599.12 | 13 | \$64,927.58 | 22 | \$80,324.12 |
| 5     | \$53,837.60 | 14 | \$66,474.27 | 23 | \$82,255.73 |
| 6     | \$55,107.04 | 15 | \$68,059.62 | 24 | \$84,235.62 |
| 7     | \$56,408.22 | 16 | \$69,684.62 | 25 | \$86,265.01 |
| 8     | \$57,741.92 | 17 | \$71,350.22 |    |             |

**FY23 (October 1, 2022 – September 30, 2023)**

| STEP  | Salary      |    |             |    |             |
|-------|-------------|----|-------------|----|-------------|
| Entry | \$48,898.80 | 9  | \$60,291.15 | 18 | \$74,518.63 |
| 1     | \$50,043.24 | 10 | \$61,720.40 | 19 | \$76,303.57 |
| 2     | \$51,216.29 | 11 | \$63,185.38 | 20 | \$78,133.12 |
| 3     | \$52,418.67 | 12 | \$64,686.98 | 21 | \$80,008.42 |
| 4     | \$53,651.10 | 13 | \$66,226.13 | 22 | \$81,930.61 |
| 5     | \$54,914.35 | 14 | \$67,803.75 | 23 | \$83,900.84 |
| 6     | \$56,209.18 | 15 | \$69,420.81 | 24 | \$85,920.33 |
| 7     | \$57,536.38 | 16 | \$71,078.31 | 25 | \$87,990.31 |
| 8     | \$58,896.76 | 17 | \$72,777.23 |    |             |

**Exhibit A: Salary Schedule**

**FY24 (October 1, 2023 – September 30, 2024)**

| FY24 (October 1, 2023 – September 30, 2024) |             |    |             |    |             |
|---|-------------|----|-------------|----|-------------|
| STEP  | Salary      |    |             |    |             |
| Entry                                       | \$49,876.78 | 9  | \$61,496.97 | 18 | \$76,009.00 |
| 1   | \$51,044.10 | 10 | \$62,954.81 | 19 | \$77,829.64 |
| 2   | \$52,240.62 | 11 | \$64,449.09 | 20 | \$79,695.79 |
| 3   | \$53,467.04 | 12 | \$65,980.72 | 21 | \$81,608.59 |
| 4   | \$54,724.13 | 13 | \$67,550.65 | 22 | \$83,569.22 |
| 5   | \$56,012.64 | 14 | \$69,159.83 | 23 | \$85,578.86 |
| 6   | \$57,333.37 | 15 | \$70,809.23 | 24 | \$87,638.74 |
| 7   | \$58,687.11 | 16 | \$72,499.87 | 25 | \$89,750.12 |
| 8   | \$60,074.70 | 17 | \$74,232.77 |    |             |

## AGREEMENT

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

WHEREAS, the TOWN desires to contract with the SHERIFF for crime scene services, latent print services, property and evidence processing and storage, computer aided dispatch (CAD), and records management for the TOWN OF KENNETH CITY Police Department, and

WHEREAS, the SHERIFF has available personnel to perform such services for the TOWN; and

WHEREAS, the CAD and records management systems are capable of handling the volume of calls and reports that are anticipated to be generated by the TOWN without reducing the speed or efficiency of the systems, and

WHEREAS, both the TOWN and the SHERIFF believe the provision of such services as hereinafter provided is in the best interest of the safety and welfare of the citizens of the TOWN and of Pinellas County and that such will facilitate the investigation of criminal activity and the apprehension of persons engaging in such activity;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

### 1. FORENSIC SCIENCE SERVICES

A The SHERIFF will provide to the TOWN, upon request by the TOWN, Forensic Science Specialists to document, process and collect evidence at crime scenes within the TOWN. Said services shall include the photographing or otherwise documenting said crime scene as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside the SHERIFF'S capabilities shall be at the expense of the TOWN but will be facilitated by the SHERIFF.

B. The SHERIFF shall provide to the TOWN Police Department copies of all crime scene reports generated by SHERIFF's personnel pursuant to this Agreement.

C. The TOWN shall pay to the SHERIFF the sum of TWO HUNDRED FIFTY-FOUR DOLLARS AND SEVENTY-ONE CENTS (\$254.71) for each crime scene processed by the SHERIFF and shall pay for ten (10) calls for service during the period of this Agreement. All requests for service in excess of the ten (10) calls, the TOWN shall pay to the SHERIFF the sum of TWO HUNDRED FIFTY-FOUR DOLLARS AND SEVENTY-ONE CENTS (\$254.71) for each crime scene processed pursuant to this Agreement

D. The TOWN shall pay to the SHERIFF the sum of TWO THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS AND TEN CENTS (\$2,547.10) for the ten (10) calls for service during the period of this Agreement.

E. Billing for requests for service in excess of the ten (10) calls for service during the period of this Agreement shall be invoiced quarterly at the rate of TWO HUNDRED FIFTY-FOUR DOLLARS AND SEVENTY-ONE CENTS (\$254.71) per call.

F. The parties agree that the term "call for service" as used herein shall be defined as an incident, event or offense that requires a report or offense number be made, recorded or taken by a member of the TOWN Police Department for documentation purposes and which requires some reportable action by a SHERIFF'S Forensic Science Specialist. All services rendered under the same case number shall be deemed one call for service. Such offense numbers shall be used to calculate calls for service with each offense number that results in a request for services being deemed a call for service.



G. Should the TOWN request less than the specified number of calls for service during the term of this Agreement, the remaining funds shall be refunded to the TOWN as soon as is practical after the final month of this contract term has been completed and the total number of calls for the year been determined.

2. LATENT PRINT SERVICES

A. The SHERIFF shall provide to the TOWN latent print examination and analysis services.

B. Latent Print Examiners who perform these services shall be appropriately trained and qualified to examine latent fingerprints and to identify same.

C. Said Examiners shall be members of the Pinellas County Sheriff's Office and shall be subject to the direction and all rules and regulations of the SHERIFF.

D. Said Examiners shall be on duty to perform fingerprint examinations for the TOWN eight (8) hours per day, five (5) days per week and shall as a part of their duties:

1. Examine fingerprints provided by the TOWN to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints at the premises or on an object
2. Evaluate the quality of latent fingerprints provided by the TOWN.
3. Compare the latent fingerprints of suspects provided by the TOWN.
4. Appropriately document those latent fingerprints provided by the TOWN that cannot be positively identified.
5. Prepare and provide to the TOWN reports on all latent fingerprint identifications performed.
6. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.

E. In those instances where the TOWN submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary personnel available to perform the work.

F. The TOWN shall provide one individual, to be designated by the TOWN, who shall act as liaison with Examiners as provided for herein. Said liaison shall:

1. Be a member of the TOWN Police Department.
2. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.
3. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.
4. Be responsible for the return to the TOWN of completed latent fingerprint request forms showing the results of such examination or comparison.
5. Serve as the SHERIFF'S contact with the TOWN in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.

G. The TOWN shall pay the SHERIFF the sum of NINE HUNDRED THIRTY-SIX DOLLARS AND THIRTY CENTS (\$936.30) for the latent print examination and analysis services to be rendered pursuant to this Agreement, which reflects payment for ten (10) latent print cases at a cost of NINETY-THREE DOLLARS AND SIXTY-THREE CENTS (\$93.63) per case. Should the TOWN'S number of cases exceed the ten (10) cases covered by this Agreement, it agrees to pay NINETY-THREE DOLLARS AND SIXTY-THREE CENTS (\$93.63) per each additional case. If the TOWN uses less than ten (10) cases during the term of this Agreement the remaining funds shall be refunded to the TOWN as soon as is practical after the final month of this contract term has been completed and the total number of cases for the year been determined.

3. PROPERTY & EVIDENCE SERVICES

A. During the term of this Agreement, the SHERIFF agrees to provide to the TOWN storage, release and disposition of all seized evidence, found property and property being held for safekeeping as defined by Florida Statutes and the Kenneth City Code of Ordinances within the SHERIFF's Evidence and Property Control Facility, except for non-evidentiary bicycles and breath, blood or urine samples obtained from persons suspected of operating vehicles or vessels while under the influence of alcohol or drugs, which samples shall be maintained by the Pinellas County Medical Examiner's Office.

B. The SHERIFF shall also transport drug items to and from the County lab as determined by the Town Police Department. The SHERIFF shall be responsible for transporting all items of property or evidence as aforesaid from the TOWN Police Department and transporting same to secure storage facilities maintained by the SHERIFF. However, where such items of property or evidence are large, voluminous, heavy or otherwise not compatible with transport by ordinary courier, it shall be the responsibility of the Town Police Department to transport such items to the SHERIFF'S Evidence and Property Storage Facility.

C. The Sheriff shall store and maintain chain of custody of all evidence and other property in accordance with current general orders and SOPs.

D. All evidence and other property seized, found, or held for safekeeping by the SHERIFF for the Town Police Department shall be disposed of in accordance with Florida law or as otherwise ordered by a court of law. Nothing herein shall prevent the TOWN from retaining any of its evidence or other property as part of the TOWN'S inventory of property or donated by the TOWN to a qualified non-profit organization in accordance with Florida law.

E. The TOWN agrees to pay to the SHERIFF the sum of SEVEN THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$7,884.00) for the property and evidence processing and storage service. This cost is inclusive of personnel and storage costs. Should the TOWN submit more than 600 items during the term of this Agreement, the TOWN will be billed and agrees to pay THIRTEEN DOLLARS AND FOURTEEN CENTS (\$13.14) per item. Any funds not expended in FY 2021-2022 because the number of items submitted is less than the anticipated number shall be refunded to the TOWN as soon as is practical after the final month of this contract term has been completed and the total number of items been determined.

4. COMPUTER AIDED DISPATCH (CAD)

A. The SHERIFF maintains a computer-aided dispatch (CAD) system whose main purpose is to receive and dispatch calls for service relating to law enforcement matters, as well as additional voice and data communication needed to assist police officers in their daily duties. This system includes communication with police laptop computers, portable and in-car radios and is staffed twenty-four hours per day, seven days per week. This system is solely operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to receive calls for TOWN police services and dispatch police services to the TOWN via this CAD system.

B. The SHERIFF shall be responsible for the maintenance, upgrades and repairs to the Sheriff's CAD system.

C. The SHERIFF shall notify the TOWN of any changes or upgrades necessary in the communication equipment owned by the TOWN, to ensure that the TOWN continues to have full access to the CAD system. The cost of such changes or upgrades shall be

the responsibility of the TOWN.

D. The SHERIFF agrees that such notice to the TOWN shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade.

E. The TOWN agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the CAD-related service.

F. All communication equipment needed, such as but not limited to radio and laptop computers, to provide communication between the SHERIFF and the on-duty officers of the TOWN shall be purchased by the TOWN. However, the equipment shall meet the technical requirements for the SHERIFF's CAD system.

G. All equipment purchased by the TOWN shall remain the property of and be maintained by the TOWN. The parties agree that licenses which provide for the use of the software which enables access and use of the SHERIFF'S CAD system by the TOWN, and for which licenses the TOWN pays the SHERIFF, are not "equipment" and as such remain the SHERIFF'S property.

H. The SHERIFF agrees to provide technical and troubleshooting support to ensure that all equipment, hardware, and software for which the Sheriff is responsible is properly configured and in working order. Any problems relating to the TOWN's hardware and software will be the responsibility of the TOWN to address.

I. The TOWN shall pay to the SHERIFF the sum of TWENTY-THREE THOUSAND ONE HUNDRED EIGHTEEN DOLLARS AND THIRTY-EIGHT CENTS (\$23,118.38). This cost includes payment for Sheriff's Office Communications Center personnel and the annual fee for the fifteen (15) mobile licenses.

J. Should the TOWN determine a need to add additional units to its fleet which are CAD-accessible, then the TOWN shall be responsible for all associated costs incurred by the SHERIFF on its behalf and charged accordingly. Such costs shall be billed by the

SHERIFF and payable upon receipt by the TOWN to the SHERIFF.

5. RECORDS MANAGEMENT SYSTEM

A. The SHERIFF will provide a law enforcement records management system, Augmented Criminal Investigative Support System (ACISS) to the TOWN for sharing automated records in order to maximize data resource sharing, increase efficiency, eliminate redundant records systems and the associated fiscal impact. In addition, the TOWN'S police department shall have access to and may choose to utilize the SHERIFF'S Automated Report Management System (ARMS) Unit staff for completion of police reports.

B. The SHERIFF shall operate a law enforcement records management system (ACISS) on a computer hardware system and provide a point of network connectivity for the TOWN Police Department. The SHERIFF is responsible for maintaining the records management computer system, including all required software licenses, upgrades, updates and system administration. The SHERIFF is also responsible for maintaining the records management software (ACISS), including all necessary software licenses, upgrades, updates and system administration. The TOWN agrees it shall be responsible for providing and running the necessary anti-virus software on all computers connected to ACISS, and shall be responsible for performing Windows updates on a regular and ongoing basis.

C. The TOWN will be responsible for maintaining, at its expense, compatible hardware and software (other than ACISS software) necessary to access the ACISS system and the SHERIFF'S network, including a minimum 50meg business class internet connection. As network technology continues to evolve, the system for network connectivity may be changed upon agreement by both parties.

D. The SHERIFF shall make available to the TOWN the Automated Records Management System (ARMS) through its ARMS Unit staff in order that the TOWN'S police officers can call in police reports as the police department may deem necessary or appropriate.



ARMS Unit staff who generate these reports shall be continuously available to the TOWN'S police department except at such times as the SHERIFF'S computer system is unavailable because of routine maintenance, upgrading, data back-up operations or malfunction.

E. The SHERIFF will provide to the Florida Department of Law Enforcement, reports reflecting crime statistics for all UCR reportable crimes occurring in the CITY which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The SHERIFF will provide the data to the CITY on a monthly basis to review and make recommended updates to reports based on FIBRS reporting requirements. Starting January 2021, the FIBRS-related updates need to be made by the CITY no later than the 12<sup>th</sup> of each month. If the updates are not made by the 12<sup>th</sup> of the month, the data will be submitted to FDLE by the 15<sup>th</sup> of the month "as is" per FIBRS reporting requirements.

F. The TOWN'S police department may use ARMS Unit staff for the completion of police reports or may elect for its officers to enter and generate all or a portion of their own police reports, in which case the TOWN agrees to establish and maintain a quality and control system in order to maintain the integrity of the data being entered into ACISS. Failure to do so may result in payment by the TOWN to ACISS to restore the integrity of the data and/or the requirement that all future reports be done utilizing ARMS Unit staff.

G. Prior to the time TOWN police officers began entering their own police reports, eight (8) hours of training was provided by the SHERIFF. The parties agreed that the goal in training TOWN officers in the use of ACISS for report entry and completion was to develop expertise on the part of one or more officers to the extent they would become responsible for training new officers who are employed by the TOWN in the future. During the term of this Agreement, said officer(s) shall be

responsible for the training of any new officers employed by Kenneth City.

H. The SHERIFF, through appropriate staff, will review each report prepared by its ARMS Unit staff for completeness in compliance with UCR requirements. However, it shall be the responsibility of the TOWN'S police department to review and approve all reports for the accuracy and completeness of information contained therein. The TOWN police department will also be responsible for ensuring that all police report supporting documents are entered into ACISS. Further, the TOWN'S police department shall determine which reports require follow-up by the State Attorney and shall provide copies of those reports to the Office of the State Attorney and to such other parties as it deems appropriate or may be required by law.

I. Effective July 1, 2013, the Florida State legislature enacted §119.0701. This statute requires that all contractors comply with Florida's public records laws with respect to services performed on behalf of a governmental agency. Specifically, the statute requires that contractors:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes 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;
4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Failure to comply with these provisions is considered an immediate breach of this Agreement.

J. The SHERIFF will provide to the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) information pertaining to articles with serial numbers from all police reports it completes, in order that these articles may be documented in these database systems. Said documentation, once accomplished, will be so noted by the PCSO in the applicable police reports. Whenever the TOWN police department elects to prepare and enter its own police reports, it shall be responsible for notifying the SHERIFF of articles and serial numbers for entry into these database systems.

K. The SHERIFF will provide to FDLE, as required by law, crime statistics for all Part 1, UCR reportable crimes occurring in the TOWN which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The information provided shall include the number and types of crimes reported by the TOWN through the ACISS system. The SHERIFF will also provide this information to the TOWN police department.

L. In addition to ACISS, the SHERIFF will also make a vehicle crash reporting system available to the TOWN police department. The system currently in use is the Traffic and Criminal Reporting System (TraCS) although the parties agree the SHERIFF reserves the right to discontinue use of TraCS should the State of Florida no longer offer its use free of charge or for other reasons as determined by the SHERIFF. Should the SHERIFF discontinue use of TraCS, it agrees to make available at cost, if any, whatever replacement system it elects to use. It will be the responsibility of the TOWN police department to ensure that crash reports are entered and approved/closed in a timely manner in compliance with the standards set forth by Florida statute and the Florida Department of Highway Safety and Motor Vehicles (DHSMV) guidelines.

The SHERIFF will be responsible for the uploading of crash reports on its website for citizen access.

M. The TOWN shall pay to the SHERIFF the sum of FOUR HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$495.00), which reflects the cost for the annual maintenance fee of one (1) ACISS license. The above-cited amounts do not include the charge for police reports entered and completed by ARMS Unit staff; the cost for each report is \$5.50.<sup>1</sup>

6. TOTAL COMPENATION

The TOWN shall pay to the SHERIFF, on October 1, 2021, the sum of THIRTY-FOUR THOUSAND NINE HUNDRED EIGHTY DOLLARS AND SEVENTY-EIGHT CENTS (34,980.78) which reflects the minimum sum due for all services to be rendered during the term of this Agreement, with the exception of police reports, which will be billed monthly at the above- indicated price of \$5.50 per report, with the amount payable upon receipt of the invoice from the SHERIFF. (See Attachment 1.)

7. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that end, the parties agree that the following individuals shall be the contact persons of the TOWN and SHERIFF respectively:

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<sup>1</sup> A charge will not be incurred for any report created solely for the purpose of adding supporting documents to an existing report file. For billing purposes, the "PCSO-Supporting Documents" template must be used in order to result in no charge.

FOR THE TOWN:

Town Manager  
4600- 58th Street North  
Kenneth City, FL 33709-3699

FOR THE SHERIFF:

Jennifer Love, Major  
P.O. Drawer 2500  
Largo, FL 33779-2500

8. TERMINATION

Either party may terminate this Agreement without penalty upon providing notice of such termination in writing thirty (30) days in advance of such termination date. Upon such termination, the SHERIFF shall retain such sums from the payment set forth above as reflect actual service provided up to the date of termination and shall refund the remainder to the TOWN.

9. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.

10. MODIFICATION

This Agreement may be modified or amended only by a document in writing signed by the parties hereto.

11. ASSIGNMENT

Neither party shall assign any obligations or responsibilities under this Agreement to any third party.

12. INDEMNIFICATION

Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the TOWN and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

13. TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year commencing October 1, 2021, and concluding September 30, 2022.

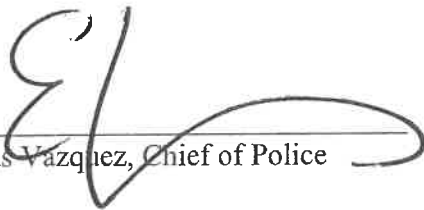
The parties agree that where the Agreement is not terminated as provided herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2022, in the event a replacement contract has not yet been completely executed. The TOWN shall pay to the SHERIFF the same sum as is due per this Agreement, and the parties agree that any change in the annual cost of service, if any, shall be retroactively applied for services rendered from October 1, 2022, through the duration of the replacement contract, and shall immediately be paid by the TOWN to the SHERIFF if an additional sum is due, or credited to the TOWN, if a refund is due for the services already provided, with any credits from this Agreement as provided herein factored into the balance due or credit owed.

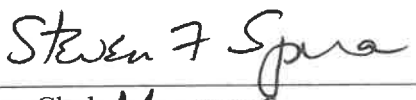


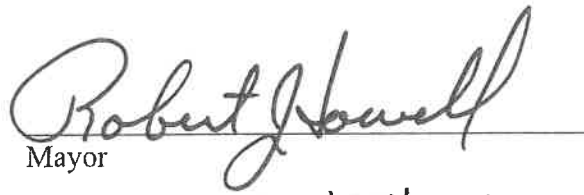
IN WITNESS WHEREOF the parties to this Agreement have caused the same to  
be signed by their duly authorized representatives this \_\_\_\_\_ day \_\_\_\_\_ 2021.

ATTEST:

TOWN OF KENNETH CITY, FLORIDA

  
\_\_\_\_\_  
Elias Vazquez, Chief of Police

  
\_\_\_\_\_  
Town Clerk Manager  
STEVEN SPINA

  
\_\_\_\_\_  
Mayor  
ROBERT HOWELL

SHERIFF, PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
Bob Gualtieri, Sheriff

Attachment 1

PINELLAS COUNTY SHERIFF'S OFFICE  
Ancillary Contract Costs  
Town of Kenneth City  
FY22

**Forensic Science Services:**

|                   |    |                 |   |    |          |
|-------------------|----|-----------------|---|----|----------|
| 10 Forensic Calls | \$ | 254.71 per call | = | \$ | 2,547.10 |
|-------------------|----|-----------------|---|----|----------|

**Notes:**

10 Forensic Calls in the FY20 Contract  
FY 19 Actual Workload = 16 Calls

**Latent Print Services:**

|                       |    |                |   |    |        |
|-----------------------|----|----------------|---|----|--------|
| 10 Latent Print Cases | \$ | 93.63 per case | = | \$ | 936.30 |
|-----------------------|----|----------------|---|----|--------|

10 Latent Print Cases in the FY20 Contract  
FY 19 Actual Workload = 9 Cases

**Property and Evidence Storage:**

|           |    |                |   |    |          |
|-----------|----|----------------|---|----|----------|
| 600 Items | \$ | 13.14 per item | = | \$ | 7,884.00 |
|-----------|----|----------------|---|----|----------|

600 Items in the FY20 Contract  
FY19 Actual Workload = 452 Items

**Computer Aided Dispatch (CAD):**

|   |    |                    |   |    |          |
|---|----|--------------------|---|----|----------|
| 11 Inform Mobile/ESRI Mapping Mobile Licenses | \$ | 264.00 per license | = | \$ | 2,904.00 |
|---|----|--------------------|---|----|----------|

|  |    |                   |   |    |        |
|--|----|-------------------|---|----|--------|
| 4 Inform Mobile/ESRI Mapping Mobile Licenses | \$ | 44.00 per license | = | \$ | 176.00 |
|--|----|-------------------|---|----|--------|

Ongoing Annual Maintenance (prior to Oct '18)  
Ongoing Annual Maintenance (post Oct '18)

|                       |    |                   |   |    |        |
|-----------------------|----|-------------------|---|----|--------|
| 15 NetMotion Licenses | \$ | 10.36 per license | = | \$ | 155.40 |
|-----------------------|----|-------------------|---|----|--------|

Ongoing Annual Maintenance

|   |    |                        |   |    |           |
|---|----|------------------------|---|----|-----------|
| 1 Public Safety Telecommunicator<br>(salary and benefits) | \$ | 75,640.00 per position | = | \$ | 19,882.98 |
|---|----|------------------------|---|----|-----------|

Portion of 1 staff member to handle  
volume of calls

|    |           |
|----|-----------|
| \$ | 23,118.38 |
|----|-----------|

**ACISS/Records Management System:**

|                  |    |                    |   |    |        |
|------------------|----|--------------------|---|----|--------|
| 1 ACISS Licenses | \$ | 495.00 per license | = | \$ | 495.00 |
|------------------|----|--------------------|---|----|--------|

Ongoing Annual Maintenance

|                                   |    |                 |   |     |
|-----------------------------------|----|-----------------|---|-----|
| TBD ARMS Reports (billed monthly) | \$ | 5.50 per report | = | TBD |
|-----------------------------------|----|-----------------|---|-----|

No charge if Officers complete their own reports

**TOTAL COST:**

|    |           |
|----|-----------|
| \$ | 34,980.78 |
|----|-----------|

Total Due October 1st  
ARMS billed monthly

|    |           |
|----|-----------|
| \$ | 38,177.58 |
|    | -8.4%     |

FY21 Contract Total  
Percent increase (decrease)

**AGREEMENT BETWEEN THE TOWN OF KENNETH CITY AND  
TRASK DAIGNEAULT, LLP, FOR TOWN ATTORNEY SERVICES**

THIS AGREEMENT is entered into this 18 day of November, 2020, between the Town of Kenneth City ("TOWN") and Trask Daigneault, LLP (the "FIRM"). In consideration of the mutual promises and covenants set forth in this agreement, the parties agree as follows:

1. **FIRM AND ATTORNEY RETAINED.** The TOWN retains the FIRM to perform all the services of the Town Attorney as set forth in the Charter and Ordinances of the TOWN and in this Agreement. RANDY D. MORA, ESQ., of the FIRM, shall be the appointed Town Attorney for purposes of Article IV, Section 4.03 of the Town Charter.

2. **RETAINER SERVICES AND APPLICABLE RATE.** The FIRM shall be paid an annual retainer of \$43,500.00, payable in twelve (12) equal monthly installments (\$3,625/mo), to perform the general work of the Town Attorney. Except as provided in the next paragraph, the general work of the Town Attorney shall include all duties of the Town Attorney including, but not limited to, attending meetings of the Town Council, handling all inquiries from the Town Council and Town staff, conducting necessary research, preparing opinions, reviewing and drafting ordinances, resolutions and contracts, preparing development agreements, and processing administrative fine or lien settlement requests. It is the intent of this agreement that all services performed by the FIRM for the TOWN as the Town Attorney shall be compensated by the retainer except for those services set forth in paragraph 3 of this agreement.

3. **MATTERS BILLABLE SEPARATELY AND NOT INCLUDED WITHIN RETAINER.**

a. For the following services, which are separate and distinct from the services performed under the retainer, the FIRM shall be compensated at the rate of \$175 per hour for attorney services for the first year of this Agreement. During the second year of this Agreement, the FIRM shall be compensated at the rate of \$185 per hour for attorney services. The FIRM shall be compensated \$85 per hour for paralegal services for the entire duration of this Agreement:

i. **Litigation services.** Litigation services are defined as the representation of the TOWN or TOWN employees or boards in any mediation, arbitration, administrative, civil, criminal, code enforcement, judicial or quasi-judicial proceeding (excluding quasi-judicial proceedings conducted by the Town Council). Litigation services include any pre-suit investigation, mediation, or arbitration and time expended in an effort to avoid litigation.

ii. **Appointed, Advisory, and Specially Convened Boards or Committees.** Legal services provided to and in support of the Board of Adjustment and Appeals, Local Planning Agency, and any other appointed, advisory or specially-convened boards of the TOWN shall be billed separately, as outside the scope of the retainer. Attendance at meetings of the Town Council and necessary legal services in support of the Town Council are included in the retainer.

iii. **Real estate services.**

- iv. Collective bargaining negotiations and dispute resolution.
  - v. Special projects, development agreements or special ordinances. A special project, development agreement or special ordinance is a complex and complicated matter requiring extensive time, involvement, research, preparation and review by the FIRM. Special projects, development agreements or special ordinances must be approved by the Town Manager.
  - vi. Bond and bank loan opinions. Bond and bank loan opinions are not considered services to be performed under the retainer and shall be billed separately on a set fee basis based on the size of the loan or bond issuance.
  - vii. Processing administrative fine or lien settlements, including civil asset forfeiture proceedings and work performed in support thereof.
4. COMPENSABLE COSTS. The TOWN shall pay all costs incurred or advanced by the FIRM in representing the TOWN pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, photocopying charges, long distance telephone charges, postage, Federal Express charges, out-of-county travel charges, computer research fees, and other out-of-pocket costs.
5. DESIGNATED ATTORNEY. Though RANDY D. MORA, ESQ., shall be designated the appointed TOWN ATTORNEY, the FIRM, in its sole and exclusive discretion, may use the services of any other attorneys and paralegals employed by the FIRM in providing legal services under this Agreement.
6. OUTSIDE COUNSEL. The TOWN understands that there may be legal matters, including matters which would otherwise be covered under the retainer, which are beyond the expertise of the FIRM and that it is in the best interest of the TOWN that such matters be handled by an attorney with the appropriate expertise and qualifications. If there is any legal matter, including matters which would otherwise be included under the retainer, which the FIRM believes is outside its expertise, the FIRM may refer that matter to an attorney with specialized expertise in the appropriate area of the law after consulting with the TOWN, and the TOWN shall be responsible for compensating such attorney for his or her fees and costs.
7. PROMPT PAYMENT. The FIRM will bill the TOWN on a monthly basis for all legal fees under this Agreement, and the TOWN shall pay these invoices in accordance with the Prompt Payment Act. Payment shall be due on the first of the month. For example, the monthly retainer for the month of January shall be due on January 1st of each year.
8. CONTRACT TERMINATION. This Agreement is terminable by either party without cause on thirty (30) days written notice to the other party as set forth in this Notice section of this Agreement.
9. POST-TERMINATION COMPENSATION. In the event the Town Council votes to terminate the FIRM'S services under this Agreement at any time, the FIRM shall be entitled to be compensated according to the terms of this Agreement for all services rendered during the thirty day notice period. Thereafter, the FIRM shall be compensated for any continued legal services at the hourly rate of \$225.00

per hour for attorney services and \$95.00 per hour for paralegal services, plus out-of-pocket costs, for any continued legal representation of TOWN, including retainer services.

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

For the Town:           Town Manager, Town of Kenneth City  
Town Hall  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709

For the Firm:           Jay Daigneault, Esq.  
Trask Daigneault, LLP  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, FL 33756

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

11. **EFFECTIVE DATE.** This Agreement shall be effective for a period of two (2) years from the date set forth in the introductory paragraph.

The parties have caused this Agreement to be executed on the date set forth in the introductory paragraph.

TOWN OF KENNETH CITY

By: Wanda L. Dudley  
Mayor  
Matthew Campbell  
Town Manager

Attest: Cindy M. Matson  
Town Clerk

TRASK DAIGNEAULT, LLP

[Signature]



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**Jay Daigneault, Managing Partner**