

AGREEMENT FOR UTILITY PROJECT MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 4th day of September, 2024 (the “Effective Date”), by and between the Town of Redington Beach, a Florida municipal corporation, 105 164th Avenue, Redington Beach, FL 33708 (the “Town”), and CivilServ Design Group, Inc., a Florida corporation, 2525 Drane Field Rd Suite 7, Lakeland, FL 33811 (the “Consultant”), as follows:

WHEREAS, the Town of Redington Beach has in the past several years begun a multi-phased initiative (the “Project”) to improve stormwater management within the Town to minimize standing water and sporadic street flooding which, due to changing weather patterns has become more common within the Town; and

WHEREAS, the Town has already undertaken a systemic cleaning of its stormwater pipe infrastructure and has installed, through contractors, Wastop valves at a variety of stormwater outfalls determined to be most beneficial to reducing street flooding; and

WHEREAS, the Town has attempted to manage this work to date without the assistance of professional project management services, which has resulted in the inability to bring the valve project to a successful close by ensuring all valve installation vendor performance issues are addressed and all valve installation vendor work performed according to industry standards and in a manner that would result in successful installations with no unintended water intrusion at the relevant outfall sites; and

WHEREAS, the Town does not have the requisite in-house project management resources to bring this project to completion and the Town Commission desires to retain the services of a professional project management firm to assist the Town in doing so; and

WHEREAS, subsection F(2) of the Town’s Procurement Policy provides that the Town Commission may provide for the limited or complete waiver of competitive source selection policies and procedures upon a determination that the likely, non-speculative cost of competitive purchasing would exceed any potential savings and benefit to the Town, or upon a determination that the acquisition of the goods or services should be provided by a unique source or provider based upon particular skills and expertise; and

WHEREAS, the Town Commission has determined that in this case, a waiver of competitive source selection should be authorized both because the likely, non-speculative cost of competitive purchasing would exceed any potential savings and benefit to the Town, and the acquisition of the services should be provided by the Consultant given the Consultant’s historical work for and experience with the Town, and its particular skills and expertise in utility project management work for local governments; and

WHEREAS, the Consultant has direct experience assisting not only the Town but neighboring municipalities with similar utility project management services; and

WHEREAS, the Town Commission has reviewed the Consultant’s proposal and finds it its terms are reasonable and in line with the market for similar services; and

WHEREAS, the Town Commission finds that it is in the Town’s best interests to enter this Agreement; and

WHEREAS, the Parties have agreed to the terms of this Agreement.

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

ARTICLE 1: SCOPE OF SERVICE. The Consultant shall provide the services as outlined in **Attachment “A”**, hereinafter referred to as the **“Services”** or **“Scope of Services.”**

ARTICLE 2: COMPENSATION. The Consultant shall be compensated in the manner set forth in **Attachment “B”**.

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF TOWN STAFF AND ASSETS. The Consultant, when providing the services under this Agreement, shall not be permitted to utilize any Town personnel, equipment, electronic systems or other Town subcontractors to perform any work or project of any kind other than as expressly requested and authorized by the Town Mayor. Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, the Consultant shall not engage in or have or hold any other employment or business relationship or interest which would create a conflict of interest between Consultant’s duty to the Town as and the Consultant’s duty to any other person or business entity. The Town is aware of Consultant’s other work with other Pinellas municipalities related to undergrounding and confirms that work does not present a conflict.

ARTICLE 4: TERM OF AGREEMENT. Notwithstanding the date of execution, this Agreement shall become effective on the Effective Date, and will continue for one year, or until the Project is completed, whichever occurs earlier.

ARTICLE 5: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate. If the Agreement is terminated prior to the Expiration Date, all pending and undisputed invoices shall be paid.

ARTICLE 6: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, return receipt requested, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Town:

Town of Redington Beach
Attn: Town Clerk

If to Consultant:

CivilSurv Design Group, Inc.
Attn: Craig R. Fuller, President

ARTICLE 7: GENERAL CONDITIONS.

A: PUBLIC RECORDS ACT COMPLIANCE. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

- (a) Keep and maintain public records required by the Town to perform the Services provided hereunder.
- (b) 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE TOWN’S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.3875), E-

**MAIL (townclerk@townofredingtonbeach.com),
OR MAIL (TOWN OF REDINGTON BEACH,
OFFICE OF THE TOWN CLERK, 105 164th
AVENUE, REDINGTON BEACH, FLORIDA
33708.**

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Consultant agrees that when performing under this Agreement he shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. While the Parties are unaware of any licenses required for the performance of the services, if the event a licensure requirement becomes applicable to the provision of such services, the Consultant agrees to obtain and maintain any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP OF PARTIES. The relationship of the Consultant to the Town shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant any rights, authority, interest or status as an employee of the Town. The Town shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Town will rely heavily on the specific institutional knowledge and experience of the Consultant. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement or any right or interest in this Agreement without the express prior written consent of the Town.

F: CONFIDENTIALITY. Each party acknowledges that during the term of this Agreement, information of a confidential nature (“Confidential Information”) might be exchanged by the parties to include security plans, public infrastructure plans, personnel records or vendor trade secrets. The Consultant agrees to refrain from directly or indirectly disclosing to any person or entity whatsoever, or using for any purpose directly or indirectly for personal gain, any of such Confidential Information. Upon the expiration or termination of this Agreement, the Consultant shall immediately return to the Town any and all of such Confidential Information.

G: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole

discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

H: REPRESENTATIONS: The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

I: MERGER CLAUSE: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

J: DELAY: No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

K: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

- (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
- (ii) The Consultant engages in business operations in Cuba or Syria; or
- (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

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

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

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

L: IMMIGRATION COMPLIANCE; E-VERIFY: Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any subcontractors authorized by the Town.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Town cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Town that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

M: INDEMNIFICATION AND PRESERVATION OF IMMUNITY: To the greatest extent allowed by applicable law, the Consultant releases and shall indemnify, hold harmless, and defend each Town Indemnified Party (defined as the Town, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Consultant, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Consultant be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

N: HUMAN TRAFFICKING AFFIDAVIT: The Consultant shall provide the Town with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Town's procurement staff.

ARTICLE 8: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Pinellas County, Florida.

ARTICLE 9: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

ARTICLE 10: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Town shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Town. The Town shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Town as provided for herein, Consultant agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

- d. Pollution Liability- Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

- The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

The Town Mayor may waive the pollution liability policy requirement where the Project work will not reasonably be anticipated to have a risk of environmental pollution.

Proof of such insurance will be provided to the Town upon request.

ARTICLE 11: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 12: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 13: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 14: NO THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and the Parties expressly acknowledge that the Agreement is not being entered for the benefit of any other third party.

ARTICLE 15: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

CivilSurv Design Group, Inc.

Town of Redington Beach

Craig R. Fuller, President

David Will, Mayor

Attachment “A”

Consulting Scope of Services

The Consultant shall provide professional services for the part-time Construction Inspection (CI) for the installation or repairs of various WaStop Inline Check Valves and, potentially, swales that will be installed in the future. It is understood that the present construction contractor was not the original installer of the check valves but that they are making repairs to the installation, primarily involving the seal at the outfalls. It is also understood that a group of additional check valves is to be installed in the coming year and swales are to be constructed in the future as well.

CIVILSURV shall:

- Keep the TOWN’s Management (Council/Commission) informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Contract.
- Facilitate communications between parties ensuring responses and resolutions are provided in a timely manner.
- Maintain accurate records to document the communication process.
- Review, recommend, or approve, if justified, administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the construction contract for review and approval/payment by the TOWN.
- Review the Contractor’s work to determine the progress and note items requiring updates. Recommend additional work, with prior approval required by the City, if the Contractor’s work does not solve an issue.
- Inform the Town of any significant defects and deficiencies noted in the work of the Contractor. Inform the Town of the corrective action that has been directed by the Town (via the Construction Inspector) to be performed by the Contractor along with a Monthly Summary of activities.
- Provide daily inspection reports for the times in which we are present for tracking observations and recommendations.
- Request and review CCTV videos of each outfall from the Contractor to determine defects.

Period of Services

It is anticipated that part-time inspection services will be required with up to 20 separate site visits throughout the construction period with 2 additional site visits for substantial completion and final completion, totaling 22 separate site visits. The initial construction period is anticipated to take a total of 60 days while future construction periods are anticipated to take up to 365 days. Review of quantities is included, along with review of Contractor payment applications. Task order is a time and expenses/materials basis.

Assumptions

A Town contractor will provide CCTV services for review of subsurface improvements.

If such work is required, the Town will contract with a licensed contractor for installation or repair of valves and/or storm swale improvements. Consultant will assist the Town in development of any scopes of service related to any such additional work which may be determined to be required, and will oversee the work of any such contractors.

Office Accommodations; Work Resources

Space in Town Hall is limited and the Town expects Consultant to maintain a separate professional office at which the non-field administrative services can be performed. While the Town Clerk's Office will assist Consultant with the compiling, printing and distribution of any required Commission agenda materials submitted by Consultant, Consultant is expected to own or have access to all the equipment and resources necessary to provide the services, to include computers, internet connections, software, online research resources, professional trade publication subscriptions, and professional association memberships. Consultant shall take all reasonable measures to ensure that the computers and software used to provide the Town with the services are updated and secure from transmission of computer viruses or other malware.

Attachment “B”

Compensation

Consultant shall be paid as follows:

\$28,440 on a time and materials basis, billed monthly for completion of work in progress plus applicable permit application fees. Please note that if less time is required and/or less work is anticipated, only the amount of time expended will be billed. If additional time is required, CIVILSURV will notify the Town in advance for them to decide if they desire to extend or end construction administration services.

Additional or out-of-scope services requested will be invoiced on an hourly rate basis in accordance with the fee schedule set forth below upon receipt of a work authorization from the Town. Expenses will be reimbursed as per the Direct Expense list below.

FEE SCHEDULE
Effective August 1, 2024

Job Classification	Hourly Rate
Administrative Assistant	\$80.00
Associate 1	\$85.00
Associate 2	\$110.00
Associate 3	\$130.00
Sr. Associate	\$150.00
Project Manager / Technical Lead	\$170.00
Sr. Project Manager / Sr. Technical Lead	\$200.00
Director	\$230.00
Principal	\$250.00

Expert Witness	\$300.00
Survey Crew	\$190.00
Survey Crew with MOT	\$240.00
SUE Designating Crew	\$220.00
SUE Locations/GPR Crew	\$285.00

Direct Expenses	Cost per Unit
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14" or 11"x 17"	\$ 2.00
c) 24"x 36"	\$20.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.25
b) 24"x 36" Blackline	\$ 3.00
c) 30" x 42" Blackline	\$ 3.00
d) 24" x 36" Sepia	\$10.00
e) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 3.00
Display Boards	
Mounted (Foam) 30"x 40"	\$45.00
Mounted (Foam) 40"x 60" and larger	\$75.00
3 Ring Binders 1"	\$ 2.50
Dividers (Tabs) Set of 10	\$ 1.00
Acco/GBC Binding	\$ 3.00
Facsimiles	\$ 2.50
Overnight Packages/Courier & Delivery Services	\$25.00 (Estimate, Actual Cost)
Postage: 1 st Class	Current US Postal rate
Mileage:	Current IRS Rate

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

Invoice and Payment Terms:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Town's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the

Parties. Consultant shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task.

The Town Clerk, with such assistance from the Finance Commissioner, will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.