Anyone wishing to view supporting documents for agenda items, please contact Tamara Melton, City Clerk: 941-932-9463 or cityclerk@cityofbradenton.com

AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, May 24, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Fr. Richard Visconti with Christ Episcopal Church

(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Wear Orange Day - June 2, 2023
Wear Orange Day Proclamation

4. PRESENTATIONS

a) Fire: Bradenton Fire Department Employee Recognition
b) City Administration: Mixon Groves Acquisition Opportunity by Charlie Hunsicker, Manatee County Director of Natural Resources and Debra Woithe, Manatee County Environmental Lands Division Manager

5. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Comments will be accepted on the public hearings at the appropriate time.

6. CONSENT AGENDA

a) City Administration: PB 23-011EJ with PFM Financial Advisors LLC
PB 23-011EJ with PFM Financial Advisors
b) City Administration: Recommendation for Award for RFQ 23-006EJ - Professional Architectural Services for Fire Station #2
Fawley Bryant Architecture Proposal for RFQ 23-006EJ

c) Clerk: Minutes from the April 26, 2023 City Council Meeting

4-26-2023 City Council Meeting Minutes

d) Event Review Committee: CRA Community Input - Public Art Special Event
CRA Community Input - Public Art Special Event Application and Site Plan

e) Finance: Budget Adjustment BA23-8
Budget Adjustment BA23-8 Resolution and Form

f) Public Works & Utilities: Budget Adjustment BA23-10
Budget Adjustment BA23-10 and Quote

g) Public Works & Utilities: Resolution 23-53: FDOT contract amendment to Traffic Signal Maintenance and Compensation Agreement number ARW43
Resolution 23-53 and Agreement

h) Purchasing: IFB-20-01RW Extension Agreement with Gator Grading & Paving
IFB-20-01RW with Gator Grading & Paving

i) Purchasing: PB-20-01MK Second Extension with Advanced Roofing
Extension PB-20-01MK with Advanced Roofing

j) Police: Agreement Between the City of Bradenton and Axon Enterprise, Inc.
Agreement with Axon Enterprise, Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

8. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) City Administration: Visioning Consulting Services Scope of Work
Visioning Scope of Work

b) Finance: Debt and Revenue Analysis

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE
FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 4:30 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should

complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Wear Orange Day - June 2, 2023

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A proclamation for Wear Orange Day honoring those who have lost their lives due to gun violence.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Wear Orange Day Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

Wear Orange Day
June 2, 2023

Whereas, Wear Orange Day is an opportunity to unite and honor the communities shattered by gun violence including the families that have tragically lost their loved ones; and

Whereas, in 2013, Hadiya Pendleton, a Chicago teen was killed shortly after marching in the presidential inaugural parade. Her friends and family gathered together and made the decision to commemorate her life by wearing orange, the color hunters wear to protect themselves.

Whereas, Wear Orange is a national movement in its ninth year of bringing people together to fight for a future free of gun violence; and

Whereas, the City supports all efforts to educate the community on safe gun training, usage and storage; and

Whereas, Wear Orange Day continues to highlight the need for all citizens and community leaders to continue in their efforts to make our City a safe and healthy community for all.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim June 2, 2023, as ***Wear Orange Day*** in Bradenton, and urges all citizens to participate by remembering the lives that have been lost and the many that continue to be wounded daily.

Gene Brown
Mayor
May 24, 2023

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Rebecca Desch, Fire

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Bradenton Fire Department Employee Recognition

SUGGESTED ACTION: Recognition

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Recognition of Battalion Chief Steve Trompke's retirement (26+ years)

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 4.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Mixon Groves Acquisition Opportunity by Charlie Hunsicker, Manatee County Director of Natural Resources and Debra Woithe, Manatee County Environmental Lands Division Manager

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Manatee County staff will present on the Mixon Groves acquisition opportunity.

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB 23-011EJ with PFM Financial Advisors LLC

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
PFM Financial Advisors LLC agrees to enter into an agreement with the City of Bradenton, Florida to perform financial advisory services to the City of Bradenton. This agreement is in accordance with the specifications per the Citrus County, Florida agreement dated June 14, 2022, including the same pricing as set forth in the Contract.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Agreement PB 23-011EJ with PFM Financial Advisors LLC.

ATTACHMENTS:
PB 23-011EJ with PFM Financial Advisors

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB 23-011EJ BETWEEN THE CITY OF BRADENTON AND PFM FINANCIAL ADVISORS LLC

PFM Financial Advisors LLC agrees to enter into an agreement with the City of Bradenton, Florida to perform financial advisory services to the City of Bradenton. This agreement is in accordance with the specifications per the Citrus County, Florida agreement dated June 14, 2022, attached hereto and incorporated herein (the "Contract"), including the same pricing as set forth in the Contract, for the period dated from the authorized signing of this document by Gene Brown, Mayor, through June 14, 2027, with one (1) additional, three (3) year period option to renew, with the following modifications:

1. All references in the Contract to the "Citrus County, Florida" or "County" shall be replaced with "City of Bradenton, Florida."

2. Any notice to be provided hereunder pursuant to the terms of the Contract shall be provided to as follows: Lance Williams, City of Bradenton Finance Director, 101 Old Main Street, Bradenton, FL 34205.

3. Section 13.0, Public Records Notice, shall be revised to replace the bold language with the following:

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
Phone: 941-923-9425

4. Sections 14.0 – 14.4.12, Insurance, shall be deleted in entirety and replaced with the following:

Before performing any services, Consultant shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) **Commercial General Liability**.

The limits are to be applicable only to services performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

B) **Professional Liability and/or Errors and Omissions Liability**.

Personal injury and property damage $1,000,000 each claim
Annual Aggregate $1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Professional Liability and/or Errors and Omissions Policy.

C) **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

D) **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Consultant, renewal certificates of insurance and required copies of policies shall be furnished by the Consultant and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Consultant for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Consultant or Consultant's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of the Agreement, Consultant:

a. Represents that Consultant maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and
b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

G) Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida

101 Old Main Street
Bradenton, FL 34205-7865
Reference: City of Bradenton

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Attn: Purchasing

5. Section 18.18, E-Verify, shall be deleted in its entirety and replaced with the following:

E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Consultant hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Consultant further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. Consultant hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If Consultant has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

6. Section 18.20, Governing Law and Venue, shall be revised to reflect that the jurisdiction and venue for any action shall be an appropriate State Court in Manatee County, Florida or Federal Court for the Middle District of Florida, Tampa, Florida.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

James W. Glover, Managing Director
PFM Financial Advisors LLC

May 18,2023
Date

Gene Brown
Mayor

Date

5/18/2023

Lance Williams, Finance Director
City of Bradenton

Date

3813373v1

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

June 16, 2022

James W. Glover, Managing Director
PFM Financial Advisors LLC
200 South Orlando Ave. Ste. 760
Orlando, Florida 32801

REF: Agreement, RFP 22-047 Financial Advisory Services

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement on June 14, 2022.

Agreement enclosed for your files. Congratulations.

Sincerely,
Karin McMahon
Karin McMahon
Purchasing Assistant
Department of Management and Budget

cc: Colleen Scott, Director

AGREEMENT

This Services Agreement is entered into by the parties this 14th day of June, 2022.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

PFM Financial Advisors LLC, (Consultant).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Consultant**:
Colleen Scott, Director Citrus County Management & Budget 3600 W Sovereign Path, Suite 266 Lecanto, Florida 34461 Phone: 352-527-5212 Fax: 352-527-5219 Email: Colleen.scott@citrusbocc.com	James W. Glover, Managing Director PFM Financial Advisors LLC 200 South Orange Avenue, Suite 760 Orlando, Florida 32801 Phone: 407-406-5760 Fax: none Email: gloverj@pfm.com

4.0 Notices: All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services or other rights or obligations of the parties, precedence shall be given in the following order: (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Purchase Order issued to Consultant, and (4) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of five (5) years, with an option to renew for one (1) additional, three-year (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Consultant. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Consultant's documents forwarded by Consultant for payment. County's acceptance of the Services or the processing of documentation on forms furnished by Consultant to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Services Provided by Consultant: The Services to be provided by Consultant are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Consultant: Compensation to be paid to Consultant for the provision of the Services shall be per the fee schedule shown in Exhibit "B", attached to this Agreement. If County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Agreement by a written Amendment.

Consultant may request an increase in fees after the initial five (5) year period. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the renewal date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order.

Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services being purchased by County, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Consultant for such emergency requests.

11.6 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by subconsultants or suppliers hired by the subconsultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.7 ACH Enrollment All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its Agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Consultant will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant will ensure that the 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 the Agreement and following completion of the Agreement if Consultant does not transfer the records to the County. Upon completion of the Agreement, Consultant will transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Consultant does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or sub-consultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.4 Other Insurance Provisions:

14.4.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence"

form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.4.2 The project's proposal number should be noted on the certificate.

14.4.3 Consultant has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

14.4.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.4.5 Citrus County, Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

14.4.6 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.4.7 For all policies of insurance except Professional Liability: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.4.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.4.9 It is Consultant's responsibility to ensure that all sub-consultants comply with these insurance requirements. Consultants shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

14.4.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.4.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.4.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Consultant's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Consultant will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Consultant's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Consultant shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or

negligent acts of, or omissions of, Consultant, its sub-consultants, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Consultant shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, or otherwise linking Consultant's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion,

sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Consultant or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-consultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

18.7 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

18.9 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or

default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.10 Discriminatory Vendor: Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-Consultant, or consultant under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Consultant shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

18.14 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Sub-consultants, sub-contractors and Agents: All Consultant employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

18.17 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-consultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-consultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring sub-consultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants is NOT allowed.

18.18 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

18.22 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration

and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Consultant as the Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Consultant's Services.

18.24 Lawful Claims and Demands: Should any outstanding claims by sub-consultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Agreement.

18.25 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.27 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Consultant intends to do the work with its own bonafide employees or sub-consultants and has not provided a response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by

any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.28 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.29 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.30 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.31 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.32 Relationship: Consultant is an independent Consultant to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.33 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.34 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of three (3) years from the date of final payment under the Agreement.

18.35 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.

18.36 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.38 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

18.40 Workforce Labor: County believes that the hiring of employees by consultants to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Consultant will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Consultant's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Consultant in hiring assistance.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

20.0 Registered Municipal Advisor; Required Disclosures: Consultant is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. The parties agree that if County has designated Consultant as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. Consultant shall have the right to review and approve in advance any representation of Consultant's role as IRMA to County.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements, which are provided in Consultant's Disclosure Statement delivered to County prior to or together with this Agreement.

21.0 Other Services: Upon request of County, an affiliate of Consultant or a third party referred or otherwise introduced by Consultant may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between County and such affiliate or third party. For the sake of clarity, any separate agreement between County and an affiliate or third party shall not in any way be deemed an amendment or modification of this Agreement.

22.0 Information To Be Furnished To Consultant: All information, data, reports, and records in the possession of County or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to Consultant. Consultant may rely on the Data

in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

PFM FINANCIAL ADVISORS LLC

Signature of Witness (1)

Matin Tadzhiev
Printed Name of Witness (1)

Robert Wilson
Signature of Witness (2)

Robert Wilson
Printed Name of Witness (2)

BY: _____
JAMES W. GLOVER, MANAGING DIRECTOR

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2022, by James W. Glover as Managing Director who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 13th day of May, 2022.

Official use only

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY, FL SEAL

NOTARY PUBLIC Signature
Printed Name: Dorrena B. Davis
Commission No.: GG 947220
Expiration Date: April 18, 2024

SEAL

DORRENA B. DAVIS
MY COMMISSION # GG 947220
EXPIRES: April 18, 2024
Bonded Thru Notary Public Underwriters

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:
for Tijani L White
ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR, CHAIRMAN

DATE: 6/14/2022

EXHIBIT "A"
SCOPE OF SERVICES

General Description

The Financial Advisor shall provide comprehensive financial advisory services to Citrus County. Upon written notice from the County, the Financial Advisor shall perform the following services subject to the conditions and in consideration of payment as hereinafter set forth.

The Financial Advisor will advise on the structuring of obligations to be issued, inform the County of various options, advise the County as to how choices will impact the marketability of the County's obligations and will provide other services as defined. To ensure independence, the financial advisor will not bid on nor underwrite any County debt issues and shall be a registered municipal advisor.

A. Debt Issue Development and Sales Services

1. Planning and Development

a. Provide recommendations on the marketing of bonds including bond covenants, pledge of revenue, flow of funds, legal coverage requirements, municipals bond market trends and timing of issue.

b. Assist in the preparation and analysis of feasibility studies in cooperation with Citrus County staff, bond attorneys, architects, engineers, and other professionals as requested by the County. The studies should also include the use of pay as you go and debt financing.

c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic conditions and capital markets conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bonds insurance, surety bonds, letters of credit or other enhancement devices deemed appropriate by the County.

d. Perform a comprehensive analysis of all Citrus County projects and provide the best possible plan for the financing of these projects.

e. Review Rating Agency criteria and methodology with regards to proposed financing and assist in obtaining the most favorable rating possible. Prepare the County thoroughly for any necessary rating presentations and participate in those meetings.

f. Act as a liaison with bond counsel and coordinate other professionals providing information in connection with the proposed financing.

g. Provide advice and assistance on the requirements of various financing structures, the principal amount of bonds to be sold, maturity schedules, call and put features, premium/discounts, basis of awarding bids and types of sales.

h. Keep the County abreast of market developments and financing techniques which might be applicable to the County's bond financing program, including any available from state and federal programs.

i. Provide Anti-Dilution and Debt Summary Reports or other services.

2. Marketing

a. Advise on the appropriate terms and conditions of the sale, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.

b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends, and convenience to the County.

c. Coordinate with bond counsel the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Assist in publicizing the issue in advance with an Official Statement, Notice of Sale, Bid Forms and such means necessary and advisable to develop nationwide public and institutional interest.

d. Assist the County in meeting full disclosure requirements and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.

e. Coordinate the distribution of the Preliminary Official Statement to potential purchases of the County's securities across the nation.

f. Directly contact those lead underwriters most likely to be syndicate manager. Maximize efforts to market the County's debt issuance most effectively.

g. Conduct information meetings with investment bankers and dealer banks in regards to the County's issuance of securities, if necessary, to establish bidding interest on the offerings and with commercial banks in regards to loans to the County.

h. Advertise any competitive bid, bond sale in nationally prominent financial publications, in addition to coordinating local publications requirements.

i. In the event of a competitive bid, attend the bid opening to assist with the verification and evaluation of bids and recommend the most favorable bid for award.

3. Bond Closing Phase

a. Direct bond-closing details, including coordination with bond counsel in order to ensure delivery in the shortest possible time frame.

b. Furnish prompt, complete reinvestment analysis so that maximum earning will result from investing bond proceeds, in addition to assisting staff and the architect/engineer with establishing schedule for drawdown of fund, if any.

c. Direct, coordinate and supervise preparation of the transcript and provide the County with bond and interest records showing required semiannual payments and other information relevant to the completed financing.

B. Work Products

The Financial Advisor shall provide the following work products for each competitive and negotiated debt offering.

1. Presale Analysis
2. Offering Statement
3. Post-sale Analysis
4. Such other analysis, cash flow projection and materials necessary for financial planning and bond sale purposes.

C. Other Services

1. Provide advice and assistance regarding disclosure requirements and reporting related to debt service instruments.

2. Provide special financial advice to the County as needed. This may include assistance in the development of alternative financing programs for potential capital projects, evaluating State and Federal legislation for the County, assist in determining debt capacity and other tasks as needed.

3. Provide advice and assistance in the development of the funding requirements for the County's Capital Improvements Program.

4. Review the County's current debt and debt structure and make recommendations as necessary to the County upon request.

5. Provide advice and assistance in the development of the County's long range financial plan for debt and capital project financing.

Remainder of page intentionally left blank.

EXHIBIT "B"
COMPENSATION

Bond Financing Fee

For all services related to the public offering or private placement of debt, we propose a "$/$1,000" fee schedule, per series, as shown in the table below. PFM proposes the following compensation schedule with a minimum fee of $20,000 per transaction. Negotiated and competitive transactions are billed at the same rate. Refunding issues will also be billed in accordance to the schedule below, with the exception of a $2,500 additional fee for the extra services required for refundings.

Bond Par ($000) Incremental Fee per $1,000

1 - 20,000 $1.15
20,001 and over $0.50

Pricing Scenario		
Item	**Debt Instruments Issued**	**Fee Per $1,000 Debt Instrument**
1	$0 - $20,000,000	$1.15
2	Next $40,000,000 and above	$0.50
	Total (Items 1 + 2)	**$1.65**

Out-of-Pocket Expenses

Additional expense (copies, printing, in state travel, etc.) will be paid by the firm but expected to be reimbursed by the County for costs directly related to bond issues. Such expenses will be billed at a flat fee of $500 per transaction. Out of state travel is billed at cost.

Retainer Fee

PFM proposes a monthly retainer of $1,000 to cover services that are non-transactional related. **OR** the County may elect for an hourly fee payment schedule in lieu of a monthly retainer fee for non-transactional services. If so, below are the hourly rates.

Managing Director/Director: $210 per hour
Senior Managing Consultant: $190 per
hour Senior Analyst/Analyst: $175 per hour

All transaction related services would be handled by the Bond Financing Fee schedule.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFQ 23-006EJ - Professional Architectural Services for Fire Station #2

SUGGESTED ACTION: Authorize award and pursue a contract with Fawley Bryant Architecture.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Request for Qualifications (RFQ) 23-006EJ Professional Architectural Services for Fire Station #2 was advertised in DemandStar on March 23, 2023. On April 20, 2023, one (1) sealed proposal was received and opened in response to the RFQ. On May 3, 2023, a three member Evaluation Committee reviewed and discussed the sole proposal. Following discussions the committee opted to move forward with the sole proposer, Fawley Bryant Architecture, and invited them to participate in a presentation and question and answer session on May 15, 2023. After the presentation and questions and answer session with the sole proposer, the Committee reconvened, and deemed the sole proposer qualified to perform the services and recommended the sole proposer, Fawley Bryant Architecture, for award and permission to negotiate a contract.

FINANCIAL IMPACT:
N/A - Financial impact will be included in the proposed contract that will be brought before Council once negotiations are completed.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille will be sent the contract for review once negotiated.

SUGGESTED MOTION:
Motion to authorize award of for RFQ 23-006EJ and pursue a contract with Fawley Bryant Architecture.

ATTACHMENTS:
Fawley Bryant Architecture Proposal for RFQ 23-006EJ



City of Bradenton Fire Station #2 Exterior Concept

FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON
FIRE STATION #2
ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023

CONTENTS

1 LETTER OF INTEREST

2 PROPOSER INFORMATION

3 LICENSES & CERTIFICATIONS

4 RESUMES

5 EXPERIENCE & CAPABILITIES

6 CURRENT & PROJECTED WORKLOAD

7 PROJECT APPROACH

8 SCHEDULE & TIMELINE

9 REQUIRED FORMS

FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES

April 20, 2023

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

Dear Selection Committee:

Fawley Bryant Architecture (FBA) is thrilled to present our credentials for RFP No. 23-006EJ, the professional architectural services for Fire Station #2. As your trusted partner on Fire Station #3 and all previous work on Fire Station #2, we are uniquely qualified to deliver a successful project.

At FBA, we approach every project as a partnership, and our proven success on multiple public safety projects throughout the region reflects this commitment. One such example is the Charlotte County's Mac V. Horton West County Annex and Family Services Center, where we delivered a technically and creatively balanced solution, completing the project under budget and without sacrificing scope or function, saving the County over $3,000,000.

As we reviewed the scope of this project, we sought to assemble the best team to achieve the City's objectives. We are proud to say that we have kept all the pieces and parts that have worked on Fire Station #2 thus far in place, including our valued partners, ME3 Consulting Engineers, Hees and Associates, and BGE, Inc. Together, our team has provided architectural and engineering services for over 40 public safety projects.

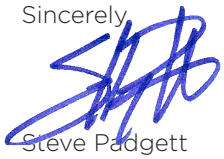
At FBA, we take our relationship with the City seriously, and we hold ourselves accountable for every detail, no matter how large or small. We are committed to being responsive to your needs and will be there when you need us, whether in person, by phone, or virtually.

We have a deep understanding of the City's design standards, specifications, and needs, which means there will be no learning curve for us on this project. We can hit the ground running on day one, which translates into direct cost and time savings for the City.

Our combined experience, thought leadership, and collaborative approach make us experts in managing complex and challenging projects successfully. We are well-versed in working on public safety facilities, and we are dedicated to exceeding the City of Bradenton's expectations on this project. As the Principal-In-Charge, I am personally committed to working with your team to achieve the facility's required design objectives.

We are honored to be considered for this project and are confident that we can deliver exceptional results. Thank you for your time, and we look forward to working with you.

Sincerely,



Steve Padgett
Principal-In-Charge
Fawley Bryant Architecture

FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023

FIRM OVERVIEW

OUR HISTORY

In 1994 Richard Fawley Architects and Michael P. Bryant Architects merged to create Fawley Bryant Architects. Two decades later, our people, relationships and work have helped us create a roster of amazing clients and award-winning projects. With offices in Sarasota and Manatee counties, we provide master planning, architecture, interior design, strategic consulting, capital campaign support and sustainability services.

In 2016 Fawley Bryant Architects became Fawley Bryant Architecture. The seemingly small update, emphasizes the creative and collaborative process we proudly provide. The evolution continued into 2017, as firm ownership transferred to Steve Padgett and Stu Henderson. At the time, the duo offered more than 26 years of combined history with the firm and nearly 50 years in the industry.

In early 2021, having weathered the pandemic, FBA took another major step forward. Amanda Parrish was named a firm principal, emphasizing a commitment to the organizational and operational structure of the firm. Amanda Parrish was later named Partner while still continuing her role as a Chief Operating Officer.

Together the team of Padgett, Henderson and Parrish remain mindful of the strong foundation Fawley and Bryant created with eyes wide open towards the future. Under their tutelage, the firm has grown to 22 full time employees, including 8 licensed architects, and leadership has expanded to include Director of Sports, Kirk Bauer and Senior Project Architect. The pair were promoted to principals in March of 2023. As the firm adapts and evolves, we continue to be committed to our local community, and stay focused on smart, beautiful design.

OUR APPROACH

Our highly collaborative style is what makes us unique. We work closely with our clients, making them active and informed participants on the decision-making team. Engaging with all project stakeholders from the onset, our cross-disciplined approach is a comprehensive, research-driven process. We dig deep to develop a thorough understanding of the project goals from which design decisions are explored and refined.

We build consensus through visual communication. We don't rely on technical drawings to tell the story. Rather, digital representations, developed with Building Information Modeling (BIM), allow our clients to experience how the building connects to the site and how people connect to the building. Utilizing BIM, we are able to explore a variety of options three-dimensionally (3D), fostering communication, integrating the team and developing a collective vision.

FBA Through The Years

1994
Firm is established.

2001
Steve Padgett joins the FBA team.

2011
Stu Henderson joins the FBA team.

2015
FBA co-founder, Rick Fawley passes away.

2016
Fawley Bryant Architects becomes Fawley Bryant Architecture.

2017
FBA co-founder, Mike Bryant retires.

Steve & Stu purchase the firm.

2019
FBA celebrates 25-years!

2020
FBA Core Values are formalized and integrated into all aspects of our firm.

2021
Amanda Parrish is named Chief Operating Officer and a firm principal.

2022
Parrish is named a firm partner.

FBA launches a sports division with Kirk Bauer as Director of Sports.

2023
Bauer and senior project manager, James Hugglestone are elevated to Principal.

FIRM OVERVIEW

LEGAL NAME
Fawley Bryant Architects, Inc.

D/B/A
Fawley Bryant Architecture

STATE OF INCORPORATION
Florida

FIRM TYPE
Florida S Corporation

FEIN
65-0504213

CONFLICTS OF INTEREST
Fawley Bryant Architecture attests that we do not have any conflicts of interest.

OFFICE CONTACT INFORMATION

MAIN LOCATION // MAILING ADDRESS
5391 Lakewood Ranch Blvd. North Suite 300
Sarasota, FL 34240
(941) 343 - 4070

SECOND LOCATION
1001 Manatee Ave. W
Bradenton, FL 34205

PRINCIPALS

STEVE PADGETT AIA, LEED AP
Partner, Architect
spadgett@fawleybryant.com (941) 320-3991

STUART HENDERSON AIA
Partner, Architect
shenderson@fawleybryant.com (941) 780-2432

AMANDA PARRISH
Partner, Chief Operating Officer
aparrish@fawleybryant.com (910) 257-2813

KIRK BAUER
Principal, Director of Sports
kbauer@fawleybryant.com (941) 726-0579

JAMES HUGGLESTONE AIA
Principal, Architect
jhugglestone@fawleybryant.com (941) 321-0426

PROPOSAL REPRESENTATIVES

COURTNEY TURCO
Primary Contact
cturco@fawleybryant.com (941) 343-4070 x2129



CITY OF BRADENTON FIRE STATION #3

FIRM QUALIFICATIONS



As a 28-year old firm with strong roots in the region, FBA has extensive experience working with local public sector clients. In order to illustrate this, we have outlined a list of current and past public entities we have held continuing services contracts with and/or completed projects for. These contracts cover a wide variety of project types from small renovations to new, multi-building projects.

CITY	COUNTY	SCHOOL BOARD	PUBLIC SECTOR
Bradenton	Charlotte	Charlotte	USPS
North Port	Glades	DeSoto	FL. Dept. of Management Services
Palmetto	Hardee	Hardee	Sarasota Bradenton International Airport
Punta Gorda	Hendry	Manatee	USF Manatee-Sarasota
Sarasota	Manatee	Polk	SCF Manatee-Sarasota
Venice	Sarasota	Sarasota	New College of Florida

PUBLIC SAFETY EXPERIENCE

As part of our continuing services contract with the City of Bradenton, FBA has partnered with you on multiple projects. This includes the Fire Station #2. The project started as a feasibility study, using the floor plan and program from Station #3. It was then approved to proceed and design continued through the completion of design documents. As a result of this work, our team holds intimate knowledge of the project and the efforts that have transpired to date.

We couple our work on the Station #2 with years of public safety design experience. An example, is our proven track record with the Charlotte County Sheriff Office, having completed both their District 1 and 3 headquarters. We understand the specialty nature of these facilities. We worked closely with the County and Sheriff Office to navigate the need for security with public access. District 1 has served as a prototype for the County. It was used as the basis for their District 3 headquarters and District 5 shell building. Their trust in our partnership continues as we work on the interior build outs of District 5 and Babcock Ranch Fire Station #9.

Examples of FBA's Sheriff's Office & Fire Station Experience:

Charlotte County District 5 Sheriff's Headquarters
Charlotte County District 3 Sheriff's Headquarters
Charlotte County District 1 Sheriff's Headquarters
City of Bradenton Fire Station #3
City of Bradenton Fire Station #2
City of Bradenton Fire Station Kitchen & Bunk Room Renovation
Bradenton City Center Fire Station
Duette Fire Station
Bradenton Central Fire Station





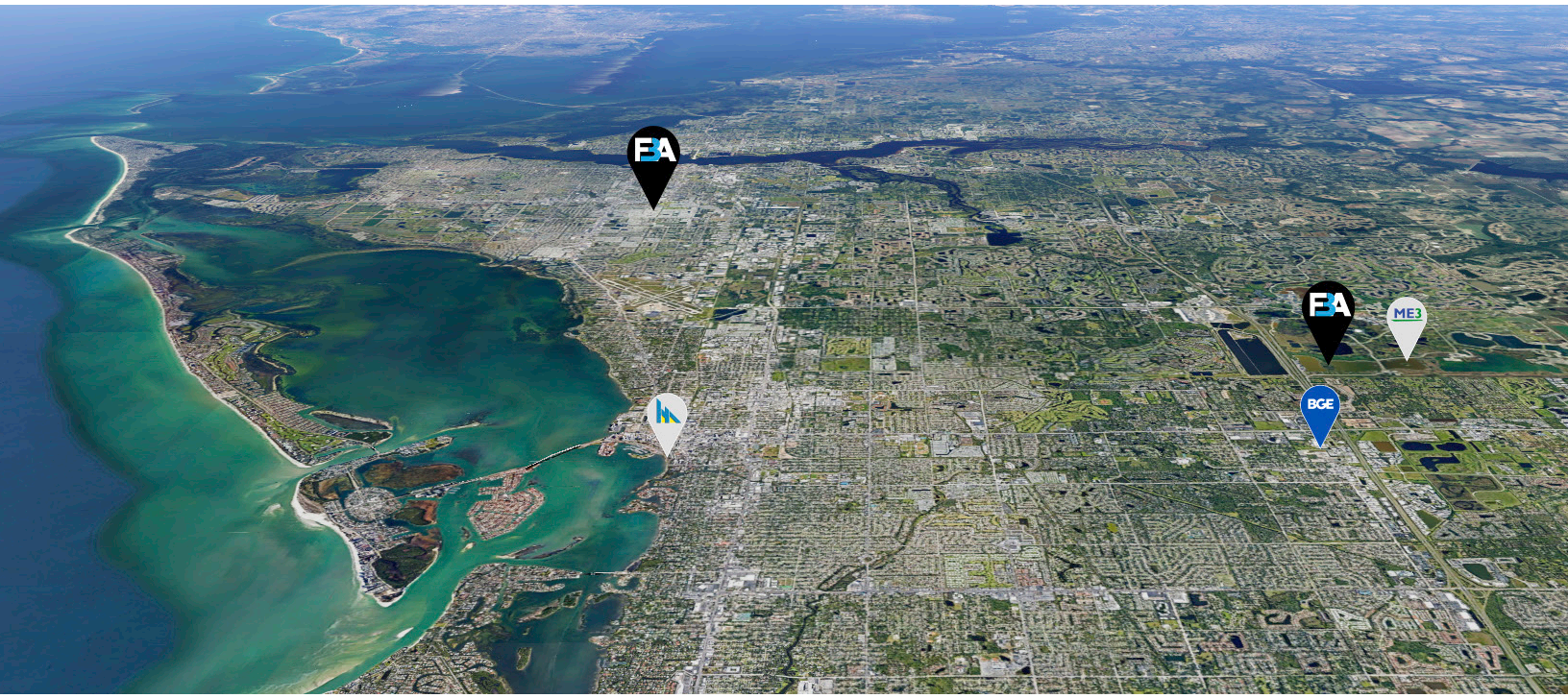


FIRM QUALIFICATIONS



	Located in Southwest Florida	Government Facility	Sheriff Office / Fire Station	Fixed Project Budget	CMAR Delivery Method
Charlotte County District 1 Sheriff Office	●	●	●	●	●
Charlotte County District 3 Sheriff Office	●	●	●	●	●
Charlotte County Family Services Phase I	●	●		●	●
Charlotte County Family Services Phase II	●	●		●	●
Charlotte County West County Annex	●	●		●	●
Sarasota County Mid-County Tax Collector	●	●		●	●
City of Bradenton Fire Station #3	●	●	●	●	
City of Bradenton Fire Station #2	●	●	●	●	●
City of Bradenton Facilities Master Plan	●	●		●	
City of Bradenton City Hall	●	●		●	●
Bradenton Central Fire Station	●	●	●	●	
Duette Fire Station	●	●	●	●	
Manatee County Judicial Center	●	●		●	●
Manatee County Admin Building Multi-Floor Renovations	●	●		●	
Manatee Technical College (MTC) Shooting Range	●			●	●
MTC Burn Tower	●			●	●
MTC Law Enforcement & Allied Health Building	●			●	●

FIRM LOCATION



FAWLEY BRYANT ARCHITECTURE

(941) 343 - 4070

HEADQUARTERS
5391 Lakewood Ranch Blvd. N
Suite 300
Sarasota, FL 34240

SECOND OFFICE
1001 Manatee Ave. West
Bradenton, FL 34205

Structural Engineering
HEES & ASSOCIATES, INC.

1381 5th Street
Sarasota, FL 34236

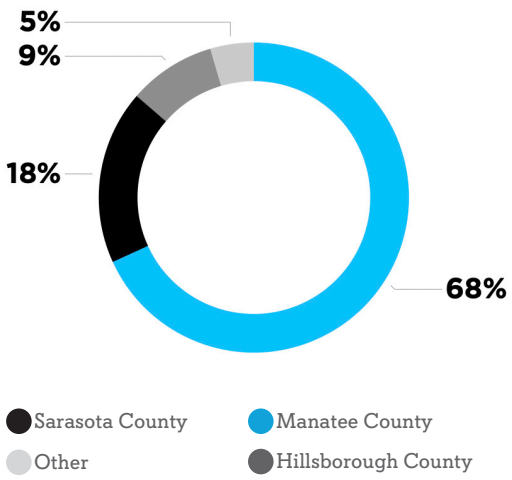
ME3

5300 Paylor Lane
Sarasota, FL 34240

BGE

551 N Cattlemen Road #104
Sarasota, FL 34232

Where does the FBA team live?



FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023

FIRM LICENSES

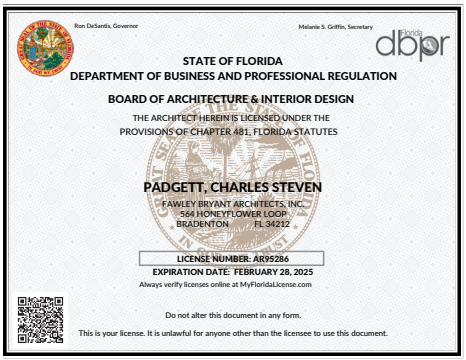
FAWLEY BRYANT ARCHITECTURE

Licensee

Name:	**FAWLEY BRYANT ARCHITECTS, INC.**	License Number:	
Rank:	**Architect Business Information**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**06/22/1994**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
AR95286	Current, Active	PADGETT, CHARLES STEVEN DBA:FAWLEY BRYANT ARCHITECTS, INC.	Responsible Supervisor	09/19/2018	Architect	02/28/2025
AR95286	Current, Active	PADGETT, CHARLES STEVEN DBA:FAWLEY BRYANT ARCHITECTS, INC.	Qualifying Architect	09/19/2018	Architect	02/28/2025



Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

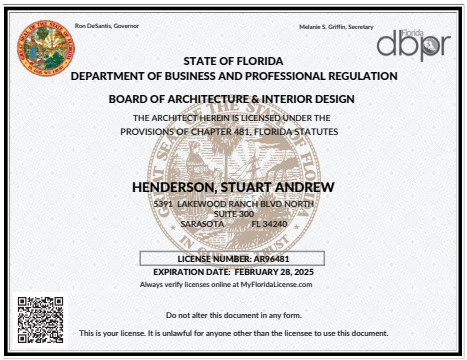
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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PADGETT, CHARLES STEVEN

FAWLEY BRYANT ARCHITECTS, INC.
564 HONEYFLOWER LOOP
BRADENTON FL 34212

LICENSE NUMBER: AR95286
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

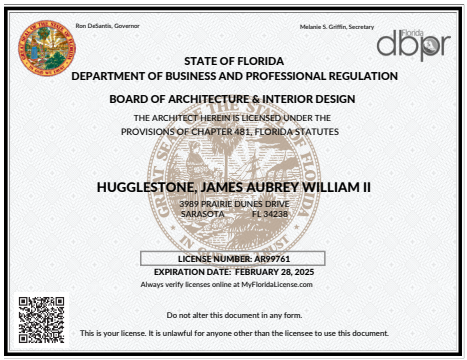
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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HENDERSON, STUART ANDREW

5391 LAKEWOOD RANCH BLVD NORTH
SUITE 300
SARASOTA FL 34240

LICENSE NUMBER: AR96481
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

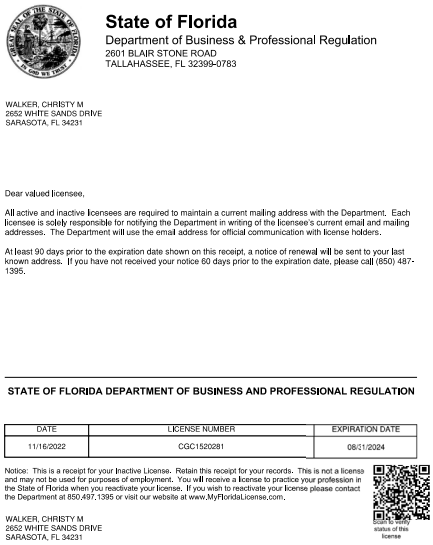
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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HUGGLESTONE, JAMES AUBREY WILLIAM II

3989 PRAIRIE DUNES DRIVE
SARASOTA FL 34238

LICENSE NUMBER: AR99761
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State of Florida
Department of Business & Professional Regulation
2601 BLAIR STONE ROAD
TALLAHASSEE, FL 32399-0783

WALKER, CHRISTY M
2652 WHITE SANDS DRIVE
SARASOTA, FL 34231

Dear valued licensee,

All active and inactive licensees are required to maintain a current mailing address with the Department. Each licensee is solely responsible for notifying the Department in writing of the licensee's current email and mailing addresses. The Department will use the email address for official communication with license holders.

At least 90 days prior to the expiration date shown on this receipt, a notice of renewal will be sent to your last known address. If you have not received your notice 60 days prior to the expiration date, please call (850) 487-1395.

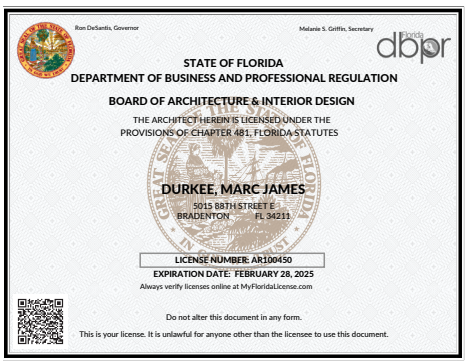
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DATE	LICENSE NUMBER	EXPIRATION DATE
11/16/2022	CGC1520281	08/31/2024

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WALKER, CHRISTY M
2652 WHITE SANDS DRIVE
SARASOTA, FL 34231



Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

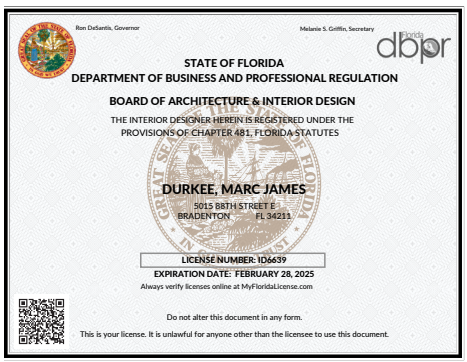
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DURKEE, MARC JAMES

5015 88TH STREET E
BRADENTON FL 34211

LICENSE NUMBER: AR100450
EXPIRATION DATE: FEBRUARY 28, 2025
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DURKEE, MARC JAMES

5015 88TH STREET E
BRADENTON FL 34211

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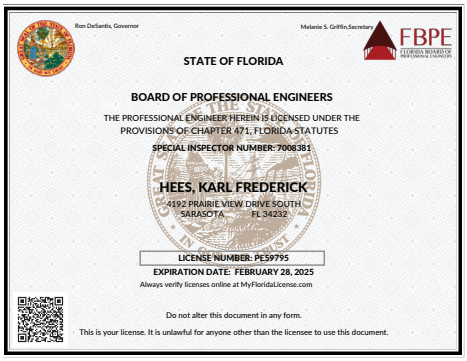
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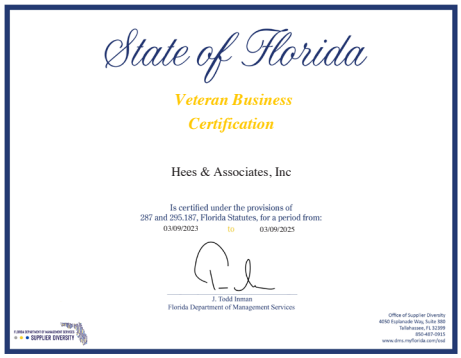
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June 27, 2009

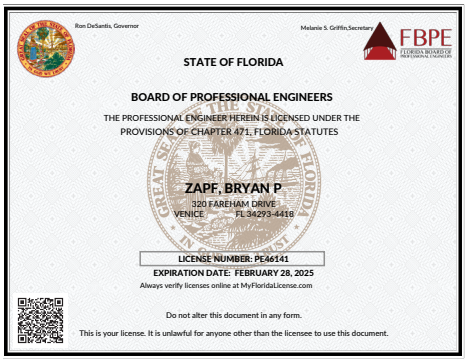
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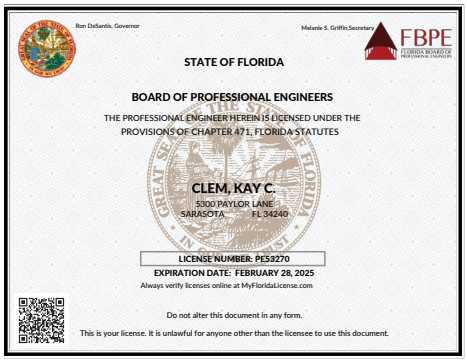
HEES & ASSOCIATES, INC.


Ron DeSantis, Governor
Melanie S. Griffin,Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SPECIAL INSPECTOR NUMBER: 7008381
HEES, KARL FREDERICK
4192 PRAIRIE VIEW DRIVE SOUTH
SARASOTA FL 34232
LICENSE NUMBER: PE59795
EXPIRATION DATE: FEBRUARY 28, 2025
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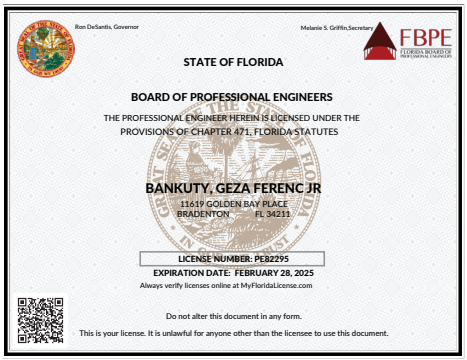

State of Florida
Veteran Business Certification
Hees & Associates, Inc
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03/09/2023 to 03/09/2025
J. Todd Inman
Florida Department of Management Services
SUPPLIER DIVERSITY

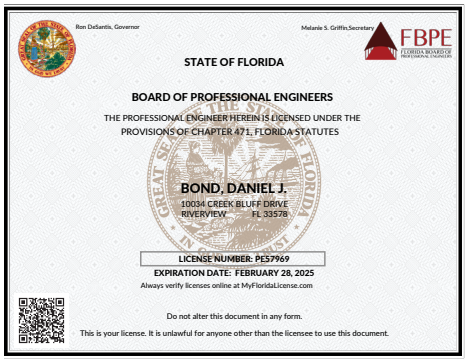
ME3


Ron DeSantis, Governor
Melanie S. Griffin,Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
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ZAPF, BRYAN P.
320 FAREHAM DRIVE
VENICE FL 34293-4418
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Melanie S. Griffin,Secretary
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THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
CLEM, KAY C.
5300 PAYLOR LANE
SARASOTA FL 34240
LICENSE NUMBER: PE53270
EXPIRATION DATE: FEBRUARY 28, 2025
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BGE


Ron DeSantis, Governor
Melanie S. Griffin,Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
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BANKUTY, GEZA FERENC JR
11419 GOLDEN BAY PLACE
BRADENTON FL 34211
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Melanie S. Griffin,Secretary
FBPE
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BOND, DANIEL J.
10034 CREEK BLUFF DRIVE
RIVERVIEW FL 33578
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FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023



STU HENDERSON AIA
Architect, Partner

Bachelors of Architecture | University of Cincinnati

shenderson@fawleybryant.com

Registered Architect, State of FL #AR96481

American Institute of Architects
Gulf Coast Chapter

Manatee County Chamber of Commerce
Board of Directors

STEVE PADGETT AIA, LEED AP
Architect, Partner

Master of Architecture | Clemson University

spadgett@fawleybryant.com

Registered Architect, State of FL #AR95286

American Institute of Architects (AIA)
Gulf Coast Chapter

U.S. Green Building Council LEED Accredited Professional

Gulf Coast Builders Exchange (GCBX) Board of Directors

CITY OF BRADENTON
- Fire Station #2 Through Design Development
- Fire Station #3
- Fire Station #1
- Bradenton City Centre Parking Garage
- Public Works Conceptual Design
- City Hall Conceptual Design

CHARLOTTE COUNTY
- Charlotte County Sheriff Office District 1 Headquarters
- Charlotte County Sheriff Office District 3 Headquarters
- Charlotte County Sheriff Office District 5 Headquarters
- Babcock Ranch Fire Station Interior Build-out
- Family Services Center
- Mac V. Horton West County Annex

SARASOTA COUNTY
- Administration Center
- Mid-County Tax Collector's Office

MANATEE COUNTY
- Manatee County Sheriff's Office at Premier
- Property Appraiser's Renovation
- Administration Building Multi-Floor Renovation
- Judicial Center
- East County Library at Premier
- Premier Sports Complex
- Bradenton Area Convention Center Expansion
- Premier Racket and Aquatic Center
- Lifeguard Stations
- Braden River Library Expansion

PUBLIC SAFETY EXPERIENCE

- City of Bradenton Fire Station #3
- City of Bradenton Fire Station #2 *[Through DD]*
- City of Bradenton Fire Station #1
- City of Bradenton Fire Station #1 Kitchen Remodel
- City of Bradenton Temporary Housing for Fire Station #3
- Duette Fire Station
- Babcock Ranch Fire Station Interior Build-out
- Charlotte County Sheriff Office District 1 Headquarters
- Charlotte County Sheriff Office District 3 Headquarters
- Charlotte County Sheriff Office District 5 Headquarters
- Los Pinos (CO) Fire District Station # 2
- Los Pinos (CO) Fire District Station # 5
- Holmes Beach Fire Station Remodel
- Manatee Technical College (MTC) Training Tower



JAMES HUGGLESTONE AIA

Principal
Senior Project Architect

jhugglestone@fawleybryant.com

o: 941.343.4070 // c: 941.321.0426

Masters of Architecture
University of Florida

Registered Architect,
State of FL #AR99761

American Institute of Architects
Gulf Coast Chapter

Years of Experience: **25**

Years with Firm: **4.5**

FAWLEY BRYANT ARCHITECTURE

SMART BEAUTIFUL SPACES



FAWLEY BRYANT ARCHITECTURE
www.FawleyBryant.com

RELEVANT EXPERIENCE

SARASOTA COUNTY EMERGENCY OPERATIONS CENTER Sarasota, FL*

The 40,000 sf building was designed to house Sarasota County's Emergency Management Department as well as the 911 call center. Constructed by Ajax and Tandem Construction, the building meets FEMA 361 standards and was designed to achieve LEED Silver certification. Due to the critical nature of operations within the facility, heavy redundancies were incorporated by the way of HVAC systems, UPS backup and full building generators allowing for up to 72 hours of operating capacity without outside interventions.

Project Role: Project Manager

SARASOTA COUNTY FIRE STATION #1 Sarasota, FL*

The LEED Silver station is 12,894 sf with administrative offices and training facilities on site. The station features four drive-through apparatus bays and accommodations for up to 14 firefighters/EMS personnel. In addition to the sleeping quarters, the interior layout has a kitchen, day room, dining area, report writing space and fitness area.

Project Role: Project Manager

CHARLOTTE COUNTY FAMILY SERVICES CENTER Port Charlotte, FL

Awarded in two phases, the Family Services Center is the realization of an integrated services model for Charlotte County. The two buildings co-locate government health and human services in one complex. The goal was to create spaces where residents can achieve timely access to health, education, employment, and human services through an integrated service delivery model. Group meeting areas were included to allow for community gatherings and/or meetings.

Project Role: Project Manager

EAST COUNTY LIBRARY Lakewood Ranch, FL

Design of a 50,000 sf building. The library encompasses the first floor where there is a variety of spaces, including an administration area for the library that will have office spaces and meeting rooms. The second floor is a shell space, providing Manatee County with the flexibility to build out for future needs. To complete the community-centric project, a rooftop terrace was designed to create an appealing outdoor space where visitors can overlook Premier Park.

Project Role: Project Manager

MUNICIPAL PROJECTS

Premier Pickleball and Aquatics Center | Manatee County | Bradenton, FL

Braden River Library Expansion & Renovation | Manatee County | Bradenton, FL

City of Bradenton Fire Station #3 | City of Bradenton | Bradenton, FL

Sarasota County Gun Range | Sarasota County | Nokomis, FL*

Cape Coral Fire Station # 3 | City of Cape Coral | Cape Coral, FL*

Cape Coral Fire Station # 4 | City of Cape Coral | Cape Coral, FL*

Cape Coral Fire Station # 8 | City of Cape Coral | Cape Coral, FL*

Boca Grande Public Safety Building | Boca Grande | Boca Grande, FL*

Caspersen Beach Pavilion | Sarasota County | Venice, FL*

Manasota Beach Pavilion | Sarasota County | Englewood, FL*

Bayshore Live Oak Park | Charlotte County | Port Charlotte, FL*

Ann Dever Memorial Park Regional Park | Charlotte County | Englewood, FL*

North Charlotte Regional Park | Charlotte County | Port Charlotte, FL*

**Project with a previous firm.*



CHRISTY WOODS LEED AP BD+C

Senior Project Manager

cwoods@fawleybryant.com

o: 941.343.4070

Bachelors of Architecture
University of Miami

Certified General Contractor,
State of FL #1520281

LEED AP BD + C

Years of Experience: **20**

Years with Firm: **1**

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES



RELEVANT EXPERIENCE

CITY OF BRADENTON FIRE STATION #2 Bradenton, FL

Based off of City of Bradenton Fire Station #3, the 14,000 sf station features three drive-through apparatus bays. The project was programmed for six single-bed bunk rooms, each configured with three lockable closets to accommodate multiple shifts on the second floor and kitchen, day room, fitness center, and report writing room on the first floor.

Project Role: Project Manager

BABCOCK RANCH FIRE STATION #9 Babcock Ranch, FL

The 12,160 sf interior build-out includes three drive through apparatus bays and accommodations for up to three shifts. The single-floor station features 12 single-bed crew bunk rooms, 2 officer suites with offices connected to private bunk rooms, dining area, day room, fitness center, conference room, dedicated EMS area, report writing space, and several restrooms with showers.

Project Role: Project Manager

PREMIER CAMPUS LOCKER ROOM ADDITION Lakewood Ranch, FL

Design of two single-story locker rooms on the Premier Sports Campus. Each locker room is approximately 3,400 sf and includes showers, toilet rooms, shared vanity with multiple sinks, linen closets, and storage closets.

Project Role: Project Manager

MANATEE COUNTY SHERIFF OFFICE AT PREMIER Lakewood Ranch, FL

Design of a sheriff office substation in Lakewood Ranch. The desired program is intended to fit within a maximum of 5,000 sf and includes offices, a conference room, restrooms, uniform close, storage, property and evidence storage, copier and printer room, K9 drug room, and squad break room. The office meets the code needs for Manatee County Sheriff Office personnel to operate during a weather event.

Project Role: Project Manager

CHARLOTTE COUNTY SHERIFF OFFICE EXTERIOR SHELL Babcock Ranch, FL

Working directly with the developer, FBA designed an approximately 11,600 sf shell structure using Charlotte County Sheriff Office District 1 Headquarters as a prototype. The exterior facade was re-imagined to meet Babcock Ranch's design guidelines and integrate it into the community aesthetic.

Project Role: Project Manager

MUNICIPAL PROJECTS

Charlotte County Sheriff Office District 5 Headquarters Babcock Ranch, FL

Manatee County Property Appraiser's Office Renovation Bradenton, FL

Bradenton Area Convention Center Expansion Palmetto, FL

Lake Manatee Water Treatment Plant Bradenton, FL

City of Fort Lauderdale CRA Affordable Housing Prototype Fort Lauderdale, FL*

West Palm Beach CRA Urban Redevelopment Planning West Palm Beach, FL*

Transportation Planning Broward County, FL

**Project with a previous firm.*



MARC DURKEE AIA, NCIDQ, IIDA

Architect
Senior Interior Designer

mdurkee@fawleybryant.com

o: 941.343.4070

Masters of Architecture
State College of NY at Buffalo

Registered Architect,
State of FL #AR100450

Registered Interior Designer,
State of FL #ID6639

Years of Experience: **25**

Years with Firm: **5**

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES



RELEVANT EXPERIENCE

CITY OF BRADENTON FIRE STATION #3 Bradenton, FL

This single-story fire station project includes three fire station bays, an open kitchen, a gym, an office area, and rest areas. The five bunk rooms and kitchen were designed to accommodate up to 15 crew members over three shifts.

Project Role: Interior Designer

CITY OF BRADENTON FIRE STATION #2 Bradenton, FL

Based off of City of Bradenton Fire Station #3, the 14,000 sf station features three drive-through apparatus bays. The project was programmed for six single-bed bunk rooms, each configured with three lockable closets to accommodate multiple shifts on the second floor and kitchen, day room, fitness center, and report writing room on the first floor.

Project Role: Interior Designer

CHARLOTTE COUNTY FAMILY SERVICES CENTER Port Charlotte, FL

Awarded in two phases, the Family Services Center is the realization of an integrated services model for Charlotte County. The two buildings co-locate government health and human services in one complex. The goal was to create spaces where residents can achieve timely access to health, education, employment, and human services through an integrated service delivery model. Group meeting areas were included to allow for community gatherings and/or meetings.

Project Role: Interior Designer

EAST COUNTY LIBRARY Lakewood Ranch, FL

Design of a 50,000 sf building. The library encompasses the first floor where there is a variety of spaces, including an administration area for the library that will have office spaces and meeting rooms. The second floor is a shell space, providing Manatee County with the flexibility to build out for future needs. To complete the community-centric project, a rooftop terrace was designed to create an appealing outdoor space where visitors can overlook Premier Park.

Project Role: Interior Designer

MANATEE COUNTY ADMIN BUILDING MULTI-FLOOR RENOVATION, Bradenton, FL

Full renovation of the fourth, fifth and ninth floor of the Manatee County Administration Building required a detailed programming phase. Each floor addresses the needs of multiple departments. Interior finishes were selected to modernize the spaces including flooring, light fixtures, furniture and wall coverings.

Project Role: Interior Designer

Sidney T. Pritchard, LEED AP

President / Principal

ME3 Consulting Engineers, LLC



EDUCATION:	AFFILIATIONS:
Bachelors degree in Mechanical Engineering Technology. 1986, Cape Technikon, South Africa.	LEED AP, ASHRAE

SUMMARY:
Mr. Pritchard has over 30 years of engineering experience. His experience includes HVAC design for commercial, institutional, educational and residential projects.

Charlotte County Family Services Building – Phase 1
Port Charlotte, Florida

Mr. Pritchard was the Principal in charge for the design of this new 17,410 sqft single story building. This building includes Youth Services, a Teaching Kitchen, Individual Offices and shared Open Offices. Air Conditioning is provided via an air cooled chiller.

Sarasota County Fire Station #9 and Refueling Station
Sarasota, Florida

Mr. Pritchard is the Principal in charge for this new 8,100 sq. ft. single story fire station that will replace the existing fire station #15 located on Bee Ridge Rd. The station will consist of office areas, living areas, and apparatus bays. In addition there will be a refueling station.

City of Bradenton Fire Station #3 G.T. Bray
Bradenton, Florida

Mr. Pritchard is the Principal in charge for this new 10,960 sq. ft. single story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and three apparatus bays.

City of Venice Fire Station #1 Replacement and City Hall Addition
Venice, Florida

Mr. Pritchard is the Principal in charge for this new 11,733 sq. ft. two story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and three apparatus bays. In addition there will approximately 4,500 sq. ft. of renovation within the existing City Hall building. A new high efficiency chilled water central energy plant with thermal ice storage is being designed.

Sarasota County Fire Station Apex Rd
Sarasota, Florida

Mr. Pritchard is the Principal in charge for this new 13,300 sq. ft. single story fire station that will replace the existing fire station located at Apex Rd Sarasota. The station will consist of office areas, living areas, and four apparatus bays. In addition there will be a 7,200 sq. ft. separate non-conditioned warehouse building.

Largo Fire Station #43
Largo, Florida

Mr. Pritchard was the Principal in charge for this new 8,000 sq. ft. single story Fire Station. The Fire Station is rated for a category 5 hurricane and includes over 4,000 sq. ft. of apparatus bay space and just over 4,000 sq. ft. of living quarters.

Sarasota County Fire Station #1
Sarasota, Florida

Mr. Pritchard was the Principal in charge for this new 13,000 sq. ft. Fire Station. The Fire Station is LEED certified and also includes a refueling station for county vehicles. The building and all systems are constructed to withstand 150 mph winds.

Sarasota County Fire Station #12
Sarasota, Florida

Mr. Pritchard was the Principal in charge for this new ± 9,000 sq. ft. Fire Station. The design for this project was completed but was never constructed.

West Manatee Fire and Rescue – Administration Building
Bradenton, Florida

Mr. Pritchard was the Principal in charge for this ±12,000 sq. ft. renovation. The renovated building is the administration headquarters for the districts four fire stations.

West Manatee Fire and Rescue - Stations 1, 2 and 4. Needs Assessment Study
Bradenton, Florida

Mr. Pritchard was the Principal in charge for this needs assessment study. The scope was to ascertain the apparent condition of the mechanical, electrical, plumbing and fire sprinkler systems at the facilities as well as providing the client with relevant information for space planning.

West Manatee Fire and Rescue. Station #2
Bradenton, Florida

Mr. Pritchard was the Principal in charge for this major renovation and addition. The completed 9,700 sqft single story building includes sleeping quarters, offices, fitness room, kitchen, dining, decon, laundry and apparatus bay. The mechanical, electrical and plumbing design was specific to the district design criteria and includes a back-up generator for use during emergency conditions.

Seminole Tribe of Florida. Brighton Forestry and Wildland Fire Facility
Brighton, Florida

Mr. Pritchard served as Principal in charge for this new 4,000 sq.ft metal building. Building includes offices and large apparatus bay.

Sarasota County West Jail AHU and Water Heater Replacement
Sarasota, Florida

Mr. Pritchard served as Principal in charge for the HVAC and water heater replacement project. Two aging AHU's were removed and a new RTU was installed all occurring while the building was still fully occupied. A new control system was designed to tie into the existing building automation. The water heaters were replaced with a solar water heater package system.

Manatee County Fleet Services Building
Bradenton, Florida

Mr. Pritchard was the Principal in charge for this new 12 bay fleet Service Facility with support offices, storage areas, Break room, Library for records, Rest room Facilities, Mezzanine area. Virgin Fluids distribution to each bay and containment of recovered fluids. Project also included an emergency back-up generator, lightning protection and hotsy wash bay system. Exterior landscaping & irrigation, retention pond, parking areas, storm water piping, & all utilities.

Manatee County Utilities and Administration Building
Bradenton, Florida

Mr. Pritchard was the Principal in charge for the demolition of the existing Fleet Maintenance and adjoining buildings and the construction of a new ± 15,000 sqft building in the same location, and a new ± 5,000 sqft warehouse building. The new warehouse included a small conditioned office with restroom. Project included a rain harvest system as well as an emergency back-up generator.

Manatee County Marine Rescue Headquarters
Bradenton, Florida

Mr. Pritchard was the Principal in charge for the design of this 4,250 GSF first floor boat storage and Group S-1 (moderate hazard), 4250 GSF Second Floor business Group B (civic administration) including office and classroom. Construction is TypeIIB, sprinklered, “Hardened Structure” per FBC Section 432.25 and FEMA 55 Coastal Construction Manual. Project includes a portable generator connection point.

Manatee County Central Energy Plant
Bradenton, Florida

Mr. Pritchard was the Principal in charge for the design of this project. The project included the construction of a Central Chiller Plant located in downtown Bradenton, Florida to initially provide chilled water to five (5) Manatee County buildings. The chiller plant includes two 500-ton water cooled chillers with provisions for a future 500-tonn chiller, cooling towers, associated primary distribution pumps, condenser water pumps, a distribution piping network which will serve the five buildings as well as future buildings, and some renovation/retrofit work inside the five buildings in order to connect to the central plant and reduce energy consumption. The five buildings connected to the central energy plant are the Administration Building, the Property Appraiser's Office, the Library, the Old Records Building, and the Merrill Lynch Building.

City of Sarasota Utilities Administration Building Renovation
Sarasota, Florida

Mr. Pritchard served as Principal in charge for the renovation of this office building. Renovation included HVAC and Lighting using existing fixtures wherever possible to control construction costs.

Sarasota County Fire Station #23 and Refueling Station
Sarasota, Florida

Mr. Pritchard is the Principal in charge for this new 8,100 sq. ft. single story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and apparatus bays.

Bryan P. Zapf, P.E. LEED AP

Vice President / Principal

ME3 Consulting Engineers, LLC



EDUCATION:	REGISTRATIONS:
BE Electrical Engineering. SUNY Maritime College, Ft. Schuyler, NY	Professional Engineer. State of Florida. U.S. Green Building Council (LEED AP)

SUMMARY:
Mr. Zapf has 30 years experience in electrical design with governmental, industrial, institutional and educational projects.

Charlotte County Family Services Building – Phase 1
Port Charlotte, Florida

Mr. Zapf was the Electrical Engineer of Record for this new 17,410 sqft single story building. This building includes Youth Services, a Teaching Kitchen, Individual Offices and shared Open Offices. Air Conditioning is provided via an air cooled chiller.

Sarasota County Fire Station #8 and Refueling Station
Sarasota, Florida

Mr. Zapf is the Electrical Engineer of Record for this new 8,100 sq. ft. single story fire station that will replace the existing fire station #15 located on Bee Ridge Rd. The station will consist of office areas, living areas, and apparatus bays. In addition there will be a refueling station.

City of Bradenton Fire Station #3 G.T. Bray
Bradenton, Florida

Mr. Zapf is the Electrical Engineer of Record for this new 10,960 sq. ft. single story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and three apparatus bays.

City of Venice Fire Station #1 Replacement and City Hall Addition
Venice, Florida

Mr. Zapf is the Electrical Engineer of Record for this new 11,733 sq. ft. two story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and three apparatus bays. In addition there will approximately 4,500 sq. ft. of renovation within the existing City Hall building. A new high efficiency chilled water central energy plant with thermal ice storage is being designed.

Sarasota County Fire Station Apex Rd
Sarasota, Florida

Mr. Zapf is the Electrical Engineer of Record for this new 13,300 sq. ft. single story fire station that will replace the existing fire station located at Apex Rd Sarasota. The station will consist of office areas, living areas, and four apparatus bays. In addition there will be a 7,200 sq. ft. separate non-conditioned warehouse building.

Largo Fire Station #43
Largo, Florida

Mr. Zapf was the Electrical Engineer of Record for this new 8,000 sq. ft. single story Fire Station. The Fire Station is rated for a category 5 hurricane and includes over 4,000 sq. ft. of apparatus bay space and just over 4,000 sq. ft. of living quarters.

Sarasota County Fire Station #1
Sarasota, Florida

Mr. Zapf was the Electrical Engineer of record for this new 13,000 sq. ft. Fire Station. The Fire Station is LEED certified and also includes a refueling station for county vehicles. The Building has been designed with daylight harvesting in the apparatus bays, complete tones emergency notification system, solar lighting tubes and full generator backup with a 150mph impact rated enclosure

West Manatee Fire and Rescue - Stations 1, 2 and 4. Needs Assessment Study
Bradenton, Florida

Mr. Zapf was the Electrical Engineer of record for this needs assessment study. The scope was to ascertain the apparent condition of the mechanical, electrical, plumbing and fire sprinkler systems at the facilities as well as providing the client with relevant information for space planning.

West Manatee Fire and Rescue. Station #2
Bradenton, Florida

Mr. Zapf was the Electrical Engineer of record for this major renovation and addition. The completed 9,700 sqft single story building includes sleeping quarters, offices, fitness room, kitchen, dining, decon, laundry and apparatus bay. The mechanical, electrical and plumbing design was specific to the district design criteria and includes a back-up generator for use during emergency conditions.

West Manatee Fire and Rescue – Administration Building
Bradenton, Florida

Mr. Zapf was the Electrical Engineer of record for this ±12,000 sq. ft. renovation. The renovated building is the administration headquarters for the districts four fire stations.

East Manatee Fire & Rescue District Fire Station #5
Bradenton, Florida

Mr. Zapf was Project Manager and Electrical Engineer of Record for this new 8,300 sq. ft. fire and rescue station with an apparatus bay, bunk area, kitchen and fitness area. The mechanical, electrical and plumbing design was specific to the district's design criteria and included a whole-building generator for use during emergency conditions.

City of Sarasota Utilities Administration Building Renovation
Sarasota, Florida

Mr. Zapf served as Electrical Engineer of record for the renovation of this office building. Renovation included HVAC and Lighting using existing fixtures wherever possible to control construction costs.

Sarasota County Tatum Ridge Soccer Field Lighting
Sarasota, Florida

Mr. Zapf was the Electrical Engineer of record for the lighting of the two north soccer fields at the Tatum Ridge soccer fields. ME3 provided the electrical power design in support of the sports lighting design by Musco. Electrical specifications were provided for inclusion in the project manual to be assembled by the County.

Sarasota County West Jail AHU and Water Heater Replacement
Sarasota, Florida

Mr. Zapf served as Electrical Engineer of record for the HVAC and water heater replacement project. Two aging AHU's were removed and a new RTU was installed all occurring while the building was still fully occupied. A new control system was designed to tie into the existing building automation. The water heaters were replaced with a solar water heater package system.

Manatee County Fleet Services Building
Bradenton, Florida

Mr. Zapf was the Electrical Engineer of record for this new 12 bay fleet Service Facility with support offices, storage areas, Break room, Library for records, Rest room Facilities, Mezzanine area. Virgin Fluids distribution to each bay and containment of recovered fluids. Project also included an emergency back-up generator, lightning protection and hotsy wash bay system. Exterior landscaping & irrigation, retention pond, parking areas, storm water piping, & all utilities.

Manatee County Utilities and Administration Building
Bradenton, Florida

Mr. Zapf was the Electrical Engineer of record for the demolition of the existing Fleet Maintenance and adjoining buildings and the construction of a new ± 15,000 sqft building in the same location, and a new ± 5,000 sqft warehouse building. The new warehouse included a small conditioned office with restroom. Project included a rain harvest system as well as an emergency back-up generator.

Manatee County Central Energy Plant
Bradenton, Florida

Mr. Zapf was the Electrical Engineer of record for the design of this project. The project included the construction of a Central Chiller Plant located in downtown Bradenton, Florida to initially provide chilled water to five (5) Manatee County buildings. The chiller plant includes two 500-ton water cooled chillers with provisions for a future 500-tonn chiller, cooling towers, associated primary distribution pumps, condenser water pumps, a distribution piping network which will serve the five buildings as well as future buildings, and some renovation/retrofit work inside the five buildings in order to connect to the central plant and reduce energy consumption. The five buildings connected to the central energy plant are the Administration Building, the Property Appraiser's Office, the Library, the Old Records Building, and the Merrill Lynch Building.

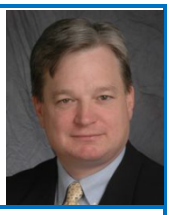
Manatee County Marine Rescue Headquarters
Bradenton, Florida

Mr. Zapf was the Electrical Engineer of record for the design of this 4,250 GSF first floor boat storage and Group S-1 (moderate hazard), 4250 GSF Second Floor business Group B (civic administration) including office and classroom. Construction is TypeIIB, sprinklered, "Hardened Structure" per FBC Section 432.25 and FEMA 55 Coastal Construction Manual. Project includes a portable generator connection point.

Sarasota County Fire Station #23 and Refueling Station
Sarasota, Florida

Mr. Zapf is the Electrical Engineer of record for the design this new 8,100 sq. ft. single story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and apparatus bays.

Kay C. Clem, P.E. LEED AP. CxA



Vice President / Principal

ME3 Consulting Engineers, LLC

EDUCATION:	REGISTRATIONS:
BS, Mechanical Engineering. 1989 Wright State University, Dayton, Ohio	Professional Engineer. State of FL, AL & MS. Building Commissioning Agent, CxA

SUMMARY:
Mr. Clem has over 30 years experience as a consulting engineer. Experience has included residential, institutional, commercial, educational and industrial projects.

Charlotte County Family Services Building – Phase 1
Port Charlotte, Florida

Mr. Clem is the Mechanical Engineer of Record for this new 17,410 sqft single story building. This building includes Youth Services, a Teaching Kitchen, Individual Offices and shared Open Offices. Air Conditioning is provided via an air cooled chiller.

Sarasota County Fire Station #8 and Refueling Station
Sarasota, Florida

Mr. Clem is the Mechanical Engineer of Record for this new 8,100 sq. ft. single story fire station that will replace the existing fire station #15 located on Bee Ridge Rd. The station will consist of office areas, living areas, and apparatus bays. In addition there will be a refueling station.

City of Bradenton Fire Station #3 G.T. Bray
Bradenton, Florida

Mr. Clem is the Mechanical Engineer of Record for this new 10,960 sq. ft. single story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and three apparatus bays.

City of Venice Fire Station #1 Replacement and City Hall Addition
Venice, Florida

Mr. Clem is the Mechanical Engineer of Record for this new 11,733 sq. ft. two story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and three apparatus bays. In addition there will approximately 4,500 sq. ft. of renovation within the existing City Hall building. A new high efficiency chilled water central energy plant with thermal ice storage is being designed.

Sarasota County Fire Station Apex Rd
Sarasota, Florida

Mr. Clem is the Mechanical Engineer of Record for this new 13,300 sq. ft. single story fire station that will replace the existing fire station located at Apex Rd Sarasota. The station will consist of office areas, living areas, and four apparatus bays. In addition there will be a 7,200 sq. ft. separate non-conditioned warehouse building.

Largo Fire Station #43
Largo, Florida

Mr. Clem was the Mechanical Engineer of Record for this new 8,000 sq. ft. single story Fire Station. The Fire Station is rated for a category 5 hurricane and includes over 4,000 sq. ft. of apparatus bay space and just over 4,000 sq. ft. of living quarters.

Sarasota County Fire Station #1
Sarasota, Florida

Mr. Clem was the Mechanical Engineer of Record for this new 13,000 sq. ft. Fire Station. The Fire Station is LEED certified and also includes a refueling station for county vehicles. The building and all systems are constructed to withstand 150 mph winds.

Sarasota County Fire Station #12
Sarasota, Florida

Mr. Clem was the Mechanical Engineer of Record for this new ± 9,000 sq. ft. Fire Station. The design for this project was completed but was never constructed.

West Manatee Fire and Rescue – Administration Building
Bradenton, Florida

Mr. Clem was the Mechanical Engineer of Record for this ±12,000 sq. ft. renovation. The renovated building is the administration headquarters for the districts four fire stations.

West Manatee Fire and Rescue - Stations 1, 2 and 4. Needs Assessment Study
Bradenton, Florida

Mr. Clem was the Mechanical Engineer of Record for this needs assessment study. The scope was to ascertain the apparent condition of the mechanical, electrical, plumbing and fire sprinkler systems at the facilities as well as providing the client with relevant information for space planning.

West Manatee Fire and Rescue. Station #2
Bradenton, Florida

Mr. Clem was the Mechanical Engineer of Record for this major renovation and addition. The completed 9,700 sqft single story building includes sleeping quarters, offices, fitness room, kitchen, dining, decon, laundry and apparatus bay. The mechanical, electrical and plumbing design was specific to the district design criteria and includes a back-up generator for use during emergency conditions.

Sarasota County West Jail AHU and Water Heater Replacement
Sarasota, Florida

Mr. Clem served as Mechanical Engineer of record for the HVAC and water heater replacement project. Two aging AHU's were removed and a new RTU was installed all occurring while the building was still fully occupied. A new control system was designed to tie into the existing building automation. The water heaters were replaced with a solar water heater package system.

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Sarasota, Florida

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Sarasota County Terrace Building Plumbing Renovation
Sarasota, Florida
Mr. Clem served as Mechanical Engineer of record for the plumbing renovations to the ten (10) story Terrace building. Plumbing renovations included the replacement of existing cast iron water and vent piping with PVC, and the replacement of existing copper domestic water piping with CPVC. Existing group restroom fixtures at each floor were replaced with restroom layouts being reconfigured for ADA accessibility.

Sarasota County East Jail Controlled Water Use System
Sarasota, Florida
Mr. Clem served as Mechanical Engineer of record for the design of a controlled water use system for the control of inmate-use plumbing fixtures in the East County Jail. The scope of work included specification of the electronic flush valve and electronic lavatory controls using local logic and PC-based supervisory control similar to the I-Con systems that was evaluated by the County.

City of Sarasota Utilities Administration Building Renovation
Sarasota, Florida

Mr. Clem served as Mechanical Engineer of record for the renovation of this office building. Renovation included HVAC and Lighting using existing fixtures wherever possible to control construction costs.

Manatee County Utilities and Administration Building
Bradenton, Florida

Mr. Clem was the Mechanical Engineer of record for the demolition of the existing Fleet Maintenance and adjoining buildings and the construction of a new ± 15,000 sqft building in the same location, and a new ± 5,000 sqft warehouse building. The new warehouse included a small conditioned office with restroom. Project included a rain harvest system as well as an emergency back-up generator.

Manatee County Marine Rescue Headquarters
Bradenton, Florida

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Manatee County Central Energy Plant
Bradenton, Florida
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Manatee County Fleet Services Building
Bradenton, Florida

Mr. Clem was the Mechanical Engineer of record for this new 12 bay fleet Service Facility with support offices, storage areas, Break room, Library for records, Rest room Facilities, Mezzanine area. Virgin Fluids distribution to each bay and containment of recovered fluids. Project also included an emergency back-up generator, lightning protection and hotsy wash bay system. Exterior landscaping & irrigation, retention pond, parking areas, storm water piping, & all utilities.

Sarasota County Fire Station #23 and Refueling Station
Sarasota, Florida

Mr. Clem is the Mechanical Engineer of record for this new 8,100 sq. ft. single story fire station that will replace the existing fire station. The station will consist of office areas, living areas, and apparatus bays.



KARL F. HEES, PE, SE, SI, FASCE

PRESIDENT / PRINCIPAL STRUCTURAL ENGINEER

Structural Engineering
HEES & ASSOCIATES, INC.

YEARS OF EXPERIENCE
16 Years with Hees & Associates
27 Years overall

EDUCATION
Bachelor of Science Civil Engineering
University of South Florida

PROFESSIONAL LICENSES
Florida PE59795 (Florida Board Recognized Structural Engineer)
Florida Special Inspector SI7008381
Alabama PE38755-E
Colorado PE43056
Georgia PE025478
Georgia SE000107
Michigan PE6201062193
Montana PEL-PE-LIC-38738
New York PE086774
North Carolina PE034640
Pennsylvania PE084486
South Carolina PE36028
Texas PE110557
Virginia PE57020

AFFILIATIONS
American Society of Civil Engineers (Fellow)
National Concrete Masonry Association
American Institute of Steel Construction
American Concrete Institute
Florida Structural Engineers Association
Service-Disabled Veteran-Owned Small Business State of Florida Veteran Business

RESPONSIBILITIES
Karl founded Hees & Associates over sixteen years ago. He brings structural expertise across a broad spectrum of structural materials and systems for projects. Partnering with architects, other team disciplines, and construction managers, Karl monitors schedule and quality of the structural work.

RELEVANT EXPERIENCE

- **CITY OF BRADENTON FIRE STATION #3**
  BRADENTON | FLORIDA
  $10,000 sq. | 2022 | $2,362,000

- **PARRISH FIRE DISTRICT STATION #2**
  PARRISH | FLORIDA
  Fire Station +/- $3M | Tower +/- $1M
  11,900 sq. ft. | ongoing

- **WEST MANATEE FIRE RESCUE ADMIN. BLDG.**
  BRADENTON | FLORIDA
  3,800 sq. ft | 2021 | $3M

- **CITY OF NORTH PORT FIRE STATION #81**
  NORTH PORT | FL
  5,400 sq. ft. addition | 17,400 sq. ft. renovation
  +/- $4.5M | ongoing

- **DUETTE FIRE STATION & BUNKER HILL PARK PAVILION | PARRISH FL**
  8,785 sq. ft. fire station | 1,900 sq. ft pavilion
  2011 | $1,000,000

- **CHARLOTTE COUNTY TRANSIT FACILITY**
  PORT CHARLOTTE | FL
  5,840 sq. ft. | 2021 | $3,697,834

- **SARASOTA FIRE STATION #9**
  SARASOTA | FL
  10,000 sq. ft. | 2022 | $5,216,705

Geza F. Bankuty, Jr., PE

Senior Project Manager / Engineer-of-Record

Career Summary

Geza Bankuty offers more than 10 years of local land/site development design, permitting, and construction phase service experience. He holds a master's degree in civil engineering from the University of Florida and is an active member of the American Society of Civil Engineers and his local community. As a senior project manager at BGE, Inc., Geza is responsible for project management, plan preparation, drainage and utility modeling, stormwater management design, utility design, site grading, site reviews, permitting, and permit compliance.

Registration
Florida PE No. 82295

Education
Master of Engineering,
University of Florida, 2013

BS in Civil Engineering,
University of Florida, 2009

Representative Experience

- **City of Bradenton Fire Station 2, Bradenton, FL**
- **Sarasota County Fire Station 12, Sarasota County, Florida**
- **Sarasota County Public Safety Building, Sarasota County, Florida**
- **Parrish Community High School (f.k.a. North River High School), Manatee County, Florida**
- **Freedom / Haile Traffic Project, School District of Manatee County**
- **Southeast High School Drainage Improvements, School District of Manatee County, Florida**
- **Sarasota County Sheriff's Office Drainage Modification, Sarasota County, Florida**
- **Fruitville Elementary School Classroom Addition, Sarasota County Public Schools**
- **Venice Theatre - The Next Act, City of Venice, Florida**
- **Nokomis Sidewalk Improvements, Sarasota County, Florida**
- **Sarasota Audubon Nature Center, Sarasota County, Florida**
- **Charlotte County Transit Facility, Charlotte County, Florida**
- **Charlotte County JB Yard Relocation, Charlotte County, Florida**
- **Charlotte County Public Works Yard - Charlotte County, Florida**
- **New College of Florida's Civil Engineering Continuing Services Contract – Multiple Projects, Sarasota County, Florida**
- **Robinson Preserve Expansion (NEST Facility), Manatee County, Florida**
- **Lincoln Park Improvements - City of Palmetto, Florida**
- **Blackstone Park Litte League Baseball Expansion, City of Palmetto, Florida**

Professional Affiliations

- Business Member, Manatee Chamber of Commerce
- Member, American Society of Civil Engineers (ASCE)
- 2018-2019 Past President and Past Scholarship Committee Chairman, Suncoast Branch, American Society of Civil Engineers

Awards

2019 Young Engineer of the Year Award, Suncoast Branch, American Society of Civil Engineers

Daniel (Dan) J. Bond, PE

Director, Land/Site

Registration
Florida PE No. 57969

Education
BS in Civil Engineering,
University of Florida, 1997

Career Summary

Dan Bond has more than 25 years of engineering experience in southwestern Florida and leads BGE's efforts in the design and management of land development projects from BGE's local Sarasota office. He has served as the Engineer-of-Record for many government public projects, including the Sarasota County Fire Station 8 project and the Manatee County EMS Station at G.T. Bray Park project. Other relevant projects include the site design and permitting of the East Manatee Fire Rescue Administrative Building project, Manatee County EMS Station at Moccasin Wallow Road project, and Southern Manatee Fire Rescue District Fire Station #2 Improvements project. His expertise includes site design and permitting, vehicle circulation analysis, parking configuration design, grading and drainage plans, master stormwater management/utility design and permitting, quality control for plan production, and bidding/construction administration services.

Dan has been providing civil engineering services within the local area his entire career. He has a strong working relationship with the state and local regulatory agencies which is very important while facilitating the permitting of the project.

Representative Experience

- **City of Bradenton Fire Station 2, Bradenton, FL**
- **Sarasota County Fire Station 8 – Sarasota County, Florida**
- **Manatee County EMS Station at G.T. Bray Park - Bradenton, Florida**
- **Manatee County EMS Station at Moccasin Wallow Road - Manatee County, Florida**
- **G.T. Bray Park Improvements - Bradenton, Florida**
- **Snook Haven Park Feasibility Analysis / Concept Planning Support Services - Sarasota County, Florida**
- **Celery Fields Restroom/Parking Lot Improvements - Sarasota County, Florida**
- **Sarasota Audubon Nature Center - Sarasota County, Florida**
- **Lincoln Park Improvements - Palmetto, Florida**
- **Blackstone Park Improvements - Palmetto, Florida**
- **Manatee County Lifeguard Stations - Coquina Beach and Manatee Public Beach, Florida**
- **Fort Hamer Park Improvements - Manatee County, Florida**
- **Blackstone Park Little League Baseball Expansion - City of Palmetto, Florida**
- **Robinson Preserve Expansion, Phase I (NEST Facility) - Manatee County, Florida**
- **Southern Manatee Fire Rescue District Fire Station #2 Improvements – Manatee County, Florida**
- **East Manatee Fire Rescue District Headquarters Complex – Manatee County, Florida**
- **Charlotte County JB Yard Relocation - Charlotte County, Florida**

Professional Affiliations

- Past President, Suncoast Branch, American Society of Civil Engineers (ASCE)
- Past President, Peace River Engineering Society (PRES)

Awards

2008 Young Engineer of the Year Award, ASCE Suncoast Branch

FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023



CITY OF BRADENTON
FIRE STATION 3

Location
Bradenton, FL

Size
10,000 sf

Budget / Actual Cost
$2,750,000 / $2,456,900

Scheduled / Actual End Date
April 2021 / May 2022

New station designed to replace an existing house. Placement is in roughly the same location in order to utilize the driveway, curb cuts, traffic light and utility locations. The project has required the use of the most cost-efficient methods and materials to minimize costs under a hard bid delivery method. The final house holds up to six pieces of apparatus in three pull-through bays.

This project had a budget of $2,750,000, Fawley Bryant assisted the City of Bradenton in delivering the finished facility under budget and navigating schedule delays related to COVID and long lead items.







CHARLOTTE COUNTY
DISTRICT 1 SHERIFF OFFICE

Location
Englewood, FL

Size
12,000 sf

Budget / Actual Cost
$4,000,000 / $3,505,813

Scheduled / Actual End Date
May 2017 / May 2017

This single-story sheriff's office promotes safety and efficiency by providing a secured public lobby, as well as an impound yard. Amenities include an armory and evidence lab, patrol and detective work areas, records and training rooms, general offices and a conference room. Encouraging health and wellness, the office also features an exercise area with convenient locker and shower rooms. Located on a corner lot, one side of the office has an industrial finish to compliment the commercial buildings across the street. In an effort to blend into the residential sector of the neighboring street, sleek and simple details on the adjacent side of the office reflect the inviting aesthetics of the nearby homes.

The project was delivered ahead of schedule. With an allocated budget of $4,000,000, Fawley Bryant assisted Charlotte County in delivering the finished facility $500,000 under budget.







CHARLOTTE COUNTY
DISTRICT 3 SHERIFF OFFICE

Location
Port Charlotte, FL

Size
41,139 sf

Budget / Actual Cost
$9,300,000 / $11,999,077

Scheduled / Actual End Date
May 2017 / May 2017

This project consists of two buildings; a 16,574 sf administration center and a 24,565 sf evidence, forensics analysis and crime lab. The design process was given a thoughtful approach with commonalities intended to reflect a congruency between these buildings and the design work recently completed for the District 1 Sheriff's Office.

As part of the project, the full site was master planned to account for the later addition of the Charlotte County Sheriff Headquarters. Opportunities for extended parking, multiple entry and egress routes and the overall circulation of vehicular and pedestrian traffic were identified. Expanding the site for these future uses and necessary site improvements were not in the original scope. This additional scope account for the difference budget versus actual cost.







CHARLOTTE COUNTY
FAMILY SERVICES CENTER PHASE 1

Location
Port Charlotte, FL

Size
18,000 sf

Budget / Actual Cost
$12,000,000 / $10,500,000

Scheduled / Actual End Date
December 2022 / October 2022

A new 18,000 sf facility was designed to house the Family Services staff offices and shared community partner groups, bisected by a common lobby and intake space. Users are able to interact with staff and learn about various programs and initiatives in a secure way. They are then guided toward Shared Community Partners as applicable or available. Open offices for Community Partners are adaptable to the space needs of various programs and groups. Phase 1 has included several classroom-sized spaces for use by the Boys and Girls Club for after-school activities or community assembly as needed and a teaching kitchen for community classes is also part of this project.

Efforts were taken during Phase 1 to master plan the entire site with Phase 2 in mind. Utility locations, parking and vehicular traffic patterns were all selected to maximize functionality for Phase 1 and future phases.

The project was completed under budget and ahead of schedule.







CITY OF BRADENTON STATION #2

Location
Bradenton, FL

Size
14,000 sf

Estimated Cost
$7,700,000

Designed to be a sister facility to Fire Station #3, the facility is increased to 14,000 sf. At the request of the City, accommodations are for a 5-man crew with sleeping quarters, day room, kitchen and fitness space. The final house was programmed to hold up to six pieces of apparatus in three pull-through bays.

Due to escalations in cost and expanded footprint, the project no longer could be constructed within the limitations of a continuing services contract. Architectural and engineering services were completed through Design Development. Concurrently, owner-initiated design changes, have resulted in multiple exterior elevations available for consideration, while keeping the interior floor plan the same.





PROJECT REFERENCES

ROGER WARNER
Manager, Facilities
Charlotte County

roger.warner@charlottecountyfl.gov

(941) 623 - 1002

TRAVIS PERDUE
Project Manager
Charlotte County

travis.perdue@charlottecountyfl.gov

(941) 764 - 4130

JIM MCLELLAN
Director of Public Works and Utilities
City of Bradenton

jim.mclellan@cityofbradenton.com

(941) 708 - 6300

BILL MOORE
Director of Construction and Development
Babcock Ranch

bmoore@kitsonpartners.com

(239) 449 - 5920

*Reference for Charlotte County Sheriff Office District 5 Headquarters Exterior Shell.



TEAM PUBLIC SAFETY EXPERIENCE

- City of Bradenton Fire Station #1
- City of Bradenton Fire Station #2
- City of Bradenton Fire Station #3
- Duette Fire Department
- Los Pinos (CO) Fire District #2
- Los Pinos (CO) Fire District #5
- Charlotte County Sheriff Office District 1 Headquarters
- Charlotte County Sheriff Office District 3 Headquarters
- Charlotte County Sheriff Office District 5 Headquarters
- Charlotte County Family Services Center
- Babcock Ranch Fire Station #9
- Manatee County Sheriff Office at Premier
- Sarasota County Fire Station #1
- Sarasota County Fire Station #8 and Refueling Station
- Sarasota County Fire Station #9
- Sarasota County Fire Station #12
- Sarasota County Fire Station #23 and Refueling Station
- Sarasota County Fire Station at Apex Road
- Sarasota County Public Safety Building
- Sarasota County Emergency Operations Center
- Sarasota County Gun Range
- City of Venice Fire Station #1 Replacement
- Largo Fire Station #43
- West Manatee Fire and Rescue Administration Building
- West Manatee Fire and Rescue Station 1, 2 and 4 Needs Assessment Study
- West Manatee Fire and Rescue Station #2
- Holmes Beach Fire Station Interior Remodel
- Manatee Technical College Training Tower
- Manatee Technical College Shooting Range
- Seminole Tribe of Florida Brighton Forestry and Wildland Fire Facility
- Manatee County Marine Rescue Headquarters
- Manatee County EMS Station at G.T. Bray Park
- Manatee County EMS Station at Moccasin Wallow Road
- Manatee County Lifeguard Stations
- Southern Manatee Fire Rescue District Station #2 Improvements
- East Manatee Fire Rescue District Headquarters Complex
- Parrish Fire District Station #2
- Cape Coral Fire Station #3
- Cape Coral Fire Station #4
- Cape Coral Fire Station #8
- Boca Grande Public Safety Building



FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023

FIRM WORKLOAD

PROJECT NAME	PHASE	STATUS	ASSIGNED STAFF
Manatee County Sheriff Office at Premier	SD	On Time	James Hugglestone, Christy Woods, Santiago Bello, Brad Githens, Ahmad Shehadeh
Manatee County Racquet & Aquatics at Premier	SD	On Time	James Hugglestone, Brad Githens, Rijul Solanki
Premier Campus Locker Rooms	DD	On Time	Christy Woods, Sara Westerman, Brad Githens
Manatee Technical College (MTC) Expansion	DD	On Time	James Hugglestone, Brad Githens, Rijul Solanki
Sarasota County 17th Street Park	DD	On Time	Kirk Bauer, Mackenzie Grause, Eric Mura
Bradenton Area Convention Center Expansion	DD	On Time	Christy Woods, Brad Githens, Steve Padgett
Boys and Girls Club of Charlotte County	DD	On Time	Mackenzie Grause, Tuba Ahmed, Marc Durkee
Sarasota County Administration Center	CD	On Time	James Hugglestone, Steve Padgett
Charlotte Sports Park	CD	On Time	Nick Bosman, Kirk Bauer, Tuba Ahmed
Charlotte County Sheriff Office (CCSO) District 5 & Babcock Ranch Fire Station 9 Interior Build-Outs	CD	On Time	Christy Woods, Sara Westerman, Brad Githens, Steve Padgett
MTC Shooting Range	CD	On Time	James Hugglestone, Rijul Solanki, Steve Padgett
Roger Dean Chevrolet Stadium & Sports Complex Renovation	CD	On Time	Kirk Bauer, Shane Johnson, Chris Brady, Marc Durkee, Nick Bosman, Allison Angle
Cardinal Mooney High School Baseball Facilities	PBN	On Time	Shane Johnson
IMG Academy Campus Center Expansion	CA	On Time	Kirk Bauer, Allison Angle
Cooper Family Medical Office Building	CA	On Time	Christy Woods
Charlotte County Family Services Center Phase 2	CA	On Time	James Hugglestone, Brad Githens
DeSantis Park	CA	On Time	Christy Woods
Manatee County Property Appraisers Office	CA	On Time	Christy Woods
IMG Academy Ascender North	CA	On Time	Mackenzie Grause, Kirk Bauer, Chris Brady
Gocio Elementary Classroom Addition	CA	On Time	James Hugglestone, Brad Githens
East County Library	CA	On Time	James Hugglestone, Christy Woods, Marc Durkee, Stu Henderson
Manatee County Administration Building Garage	PA	-	Steve Padgett, Stu Henderson, Christy Woods

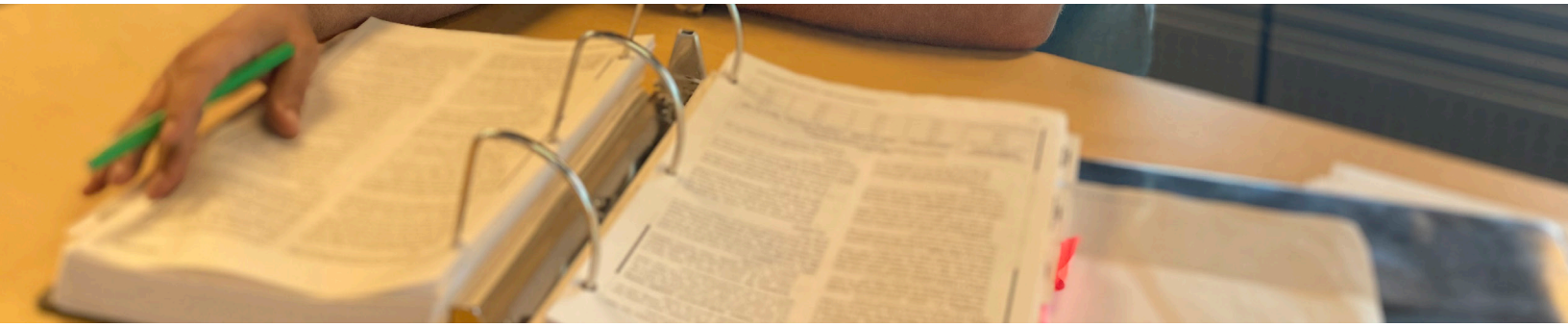
PD Pre-Design | **MP** Master Planning | **SD** Schematic Design | **DD** Design Development | **CD** Construction Documents
PBN Permitting/Bid Negotiation | **CA** Construction Administration | **PW** Project Awarded

FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023



PROJECT APPROACH

Our mission is to deliver exceptional design ideas and solutions through the creative blending of human need, environmental stewardship, value creation, science and art.

THE WHY

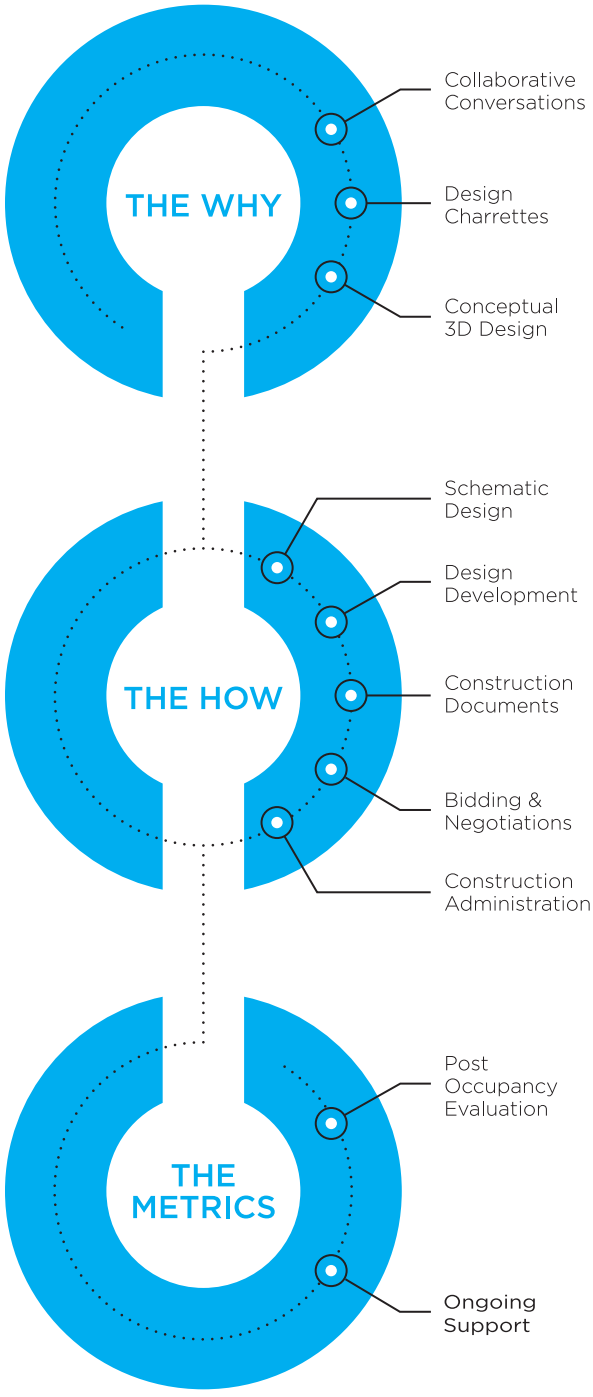
With the belief that buildings are iconic because of what happens within the walls, not the walls themselves, our process starts with you. We seek to understand your purpose, mission and goals. Collaborative conversations and design charrettes uncover true needs and unlock unthought-of opportunities. 3D designs transform words into models and help inform decisions and facilitate discussion. A discovery phase of both quantitative and qualitative components, this first step is our compass for clever solutions and your vision amplified into attainable design.

THE HOW

While we do not use technical drawings to communicate with the clients, that detail is provided to our consultants and translates the project for all our industry partners: structural, mechanical and electrical, materials and construction manager. Through the phases of Schematic Design, Design Development and Construction Documents, we act as your advocate, fact-checker and problem solver. In an effort to ensure a transparent partnership, if questions arise 3D models are updated and details are three-dimensionally displayed. We actively evolve design concepts until a solution is reached.

THE METRICS

Like the beginning of our process, at the end, we simply like to listen. A Post-Occupancy Evaluation is an opportunity to measure design intent against a tangible result – the only true way to evaluate the success of the project. This research helps us move towards evidence-based design and allows clients a support system for years beyond completion. Our client relationships are built on commitment and trust and this final phase is continual. We are dedicated to the buildings we create and we are dedicated to the clients we serve.





PROJECT APPROACH

Fawley Bryant Architecture (FBA) general uses a six-phase approach to the development of a project. In this instance, work has already been completed through Schematic Design. While a Design Development package was delivered, alterations were made after the fact to the exterior elevations at the request of the City of Bradenton. We recommend a modified Design Development phase and continuing through the remainder of the project phases from there.

PROGRAMMING

In the first phase we discover the true needs of the project, develop a vision and set overall project goals. With this in place, we develop design option studies to reach a consensus that sets the project direction for design, production and construction. Based on the scope of this project, we feel programming can occur within the Schematic Design phase.

SCHEMATIC DESIGN

In the Schematic Design Phase the Team will provide drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the County. The schematic documents will be used to prepare a cost estimate or verify a budget.

> *Programming and site planning were completed previously while the project was under the continuing services work assignment. Floor plans were finalized.*

DESIGN DEVELOPMENT

In the Design Development Phase the Team will prepare more detailed documentation from the approved set of Schematic Design Documents. These documents will consist of detailed drawings and other documents describing the size and character of the entire project. At the end of this phase, Fawley Bryant will work with the County and Construction Manager (CM) to verify the budget based off of the Design Development Documents.

> *The City of Bradenton previously narrowed the exterior elevation down to two options. The first priority will be to make a final design selection. Design Development phase will then be modified. The focus of work to be done will be adjusting elevations, wall sections, and roof plans to meet the updated exterior architectural style requested. This may include modifications from the MEPF, structural, and civil engineers. These firms have all been in-place since the inception of the project and will be highly familiar with all details.*

CONSTRUCTION DOCUMENTS

In the Construction Documents Phase the Team will provide services necessary to prepare a final set of documents for approval by the owner, based on the previously approved Design Development Documents.

PERMITTING/BIDDING

We work closely with the County to answer any questions or concerns they may have about the project in a timely and efficient manner. We also work closely with the CM during bidding and negotiations.

CONSTRUCTION ADMINISTRATION

In this phase, FBA will provide the services and documentation necessary for the administration and construction of the project. We oversee adherence to the Construction Documents by the CM, review pay applications, and address any unforeseen concerns during construction.

QUALITY & COST CONTROLS

Our goal in establishing and managing the budget is to provide the City design team, and your department representatives all of the scope and cost information necessary to make fully informed decisions. To accomplish this goal, the Construction Manager, will assume ownership of the project budget immediately upon selection and will lead the team efforts pre-construction to ensure successful development of a Project Budget that aligns with the City's phasing and funding constraints, while still allowing our team to meet the programmatic needs of the project.

Our team will take a proactive approach and identify cost elements. This approach will prove beneficial to the project since it will help lead the design team to develop drawings and specifications that support the overall budget. This proactive approach will also foster an efficient design process that focuses on "getting it right the first time" thus reducing re-design effort and increasing overall team productivity. As an added benefit, our proactive approach will provide real time validation of program and design decisions, helping the team focus on critical issues affecting both budget and schedule.

The next cost control step for our team will be to review this Project Budget model with all of the project stakeholders and validate the assumptions it contains. Our team will lead the effort to thoroughly review the Initial Cost Model Estimate. If budget concerns are identified, we will be prepared to conduct cost management work sessions to identify opportunities to reduce cost, enhance the value, or adjust the phasing as needed to meet the project goals. We will formally log and track these opportunities and will continuously update and reconcile the estimate with the approved revisions.

In addition to the formal estimates identified above, we envision preparing a series of value management studies for each of the major systems and subsystems in the building. We will work with the City and CM to identify options for consideration, and will in each case, evaluate cost, ease of construction, impact on the schedule, ease of maintenance and durability, in addition to providing clear and concise cost information to facilitate decision making.

5 STEPS FOR EFFECTIVE COST CONTROL

1. The use of realistic, not optimistic, cost figures throughout the work, particularly in the its early stages.
2. Utilizing accurate 3D modeling and visualization tools, the team makes informed decisions in value engineering.
3. Generation of as much accurate construction information as possible during the design phase of the work.
4. The frequent review of construction activities and costs.
5. The relationship developed between the City, Architect and Contractor.

OUR TEAM:

- Researches cost effective options
- Attends continuing education to stay up to date with trends, technologies and costs.
- Consults with CM, consultants, and sales reps.
- Reviews substitutions and alternate pricing during bid/ negotiation and construction phases.
- Conducts field observations throughout construction administration.



ABILITY TO MEET PROJECT COST CONTROLS

Fawley Bryant Architecture has had the privilege to provide design services for multiple public safety projects. Using the cost control measures on page 36, we consistently achieve our client's budget and schedule requirements. Examples of this include:

CHARLOTTE COUNTY
FAMILY SERVICES CENTER
PHASE 1

BUDGET:
$1,500,000 Under Budget

SCHEDULE:
Building was completed over 3 months ahead of schedule.

CHARLOTTE COUNTY
WEST ANNEX

BUDGET:
$1,000,000 Under Budget

SCHEDULE:
Completed over two months ahead of schedule.

CHARLOTTE COUNTY
SHERIFF HEADQUARTERS
DISTRICT 1

BUDGET:
$500,000 Under Budget

SCHEDULE:
Completed On Schedule

VISUAL COMMUNICATION

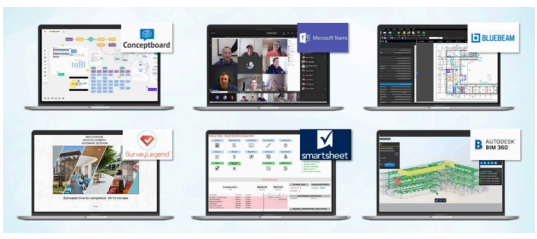
We work collaboratively, in real-time, in front of our clients. This unique process helps foster conversation and quickly turns words and ideas into 3D models to explore.

BENEFITS OF 3D MODELING

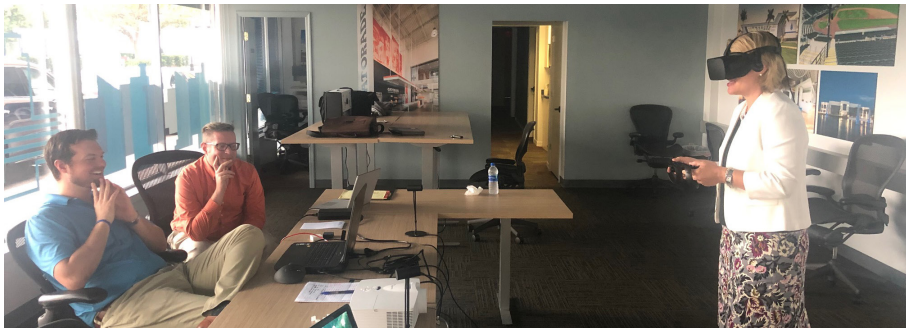
- Minimize human error
- Provide energy modeling
- Eliminate errors
- Provide clients with a visual representation of their project allowing them to make more informed decisions.
- Increase accuracy of construction documents.

LEVERAGING TECHNOLOGY

Our team will leverage various forms of technology to communicate clearly and efficiently with your team.



VIRTUAL & AUGMENTED REALITY



Utilizing Virtual and Augmented Reality, we are able to fully immerse you into a virtual representation of your space from an early stage in the design process.

From exterior environments complete with landscape and exterior finishes, to interiors complete with lighting, finishes and furnishings, we allow you to feel and understand your project well before a shovel touches the ground. Allowing you the ability to be in your space and experience how lighting, sun and shade, and circulation work allows them to be a true part of design.

This technology has become integrated into our process not only in design, but in quality control, cost control and customer satisfaction as well.

BENEFITS TO USING VIRTUAL REALITY IN DESIGN

- Troubleshooting
- Client Buy-In
- Spacial Understanding
- Informed Decisions
- Client Marketing for Fundraising

CONSTRUCTION MANAGER TEAM APPROACH

FBA brings an extensive background working with the Construction Manager (CM) delivery method. We believe that experience offers great potential to contribute to the design and delivery of an excellent project. Working with a construction manager early in the design of the project leads to better cost control, an appropriate schedule and a higher quality project through discussions about constructibility and document legibility. There are two areas we focus on in our approach to coordinating with the construction manager, which will have the most significant impact on outcomes.

PARTNERING + CONTINUITY

PARTNERING

The first step to our approach is to formally partner with the CM team, the City and the users, resulting in a higher quality project in the end. Developing shared goals, identifying obstacles to success and processes to address them, sharing lessons learned, and most importantly, identifying the lines of communication and issue resolution strategies are all key to successful outcomes.

CONTINUITY

The continuity of staff for both the design team and the CM team is important in order to maintain the design intent through construction and to realize the cost and schedule benefits that help shape the design of systems. Our key team members who will lead the project during design and documentation will see the project through construction, and as your advocate, we will push for the same engagement from the CM.

FBA offers decades of experience with the Construction Manager At Risk (CMAR) delivery method. The benefit of this partnership-driven approach leads to a project that is within budget and completed on time.

BENEFITS OF CMAR:

- Establish key milestones allowing us to monitor the progression of the cost as we move through each of the design phases.
- Ability to evaluate design decisions as they relate to the schedule and budget of the project on an on-going basis.
- Enables frequent assessment of building systems, materials and construction techniques based on the value that they create for the project not only from an initial construction cost perspective, but from a life-cycle and replacement cost as well.
- Enhanced navigation of the current turmoil of rising prices and interruption to supply chains, allowing the team to evaluate and adapt to alternate approaches.



QUALITY PROJECT DELIVERY

- A **PAUSE POINT** for pricing is incorporated into the schedule following design development. This allows for feedback and pricing exercises. The design team is able to make necessary adjustments to the design prior to the completion of construction documents.

- Maintain a **SENSIBLE APPROACH** to the design. Color, scale and materials should compliment the surrounding neighborhood.

- **MATERIALS** for interiors will be assessed for initial versus life-cycle costs, durability and maintainability. Selections used at the Fire Station 3 will be considered to provide continuity amongst all department facilities.

- **FOLLOW CITY OF BRADENTON DESIGN GUIDELINES**. Deviations should only occur when absolutely necessary for cost or budget reasons, and done so with the permission of the Owner.

- **BI-WEEKLY DESIGN/OAC MEETINGS** are held to obtain current information from our construction manager about trends in the industry.

- Provide full **CONSTRUCTION ADMINISTRATION** (CA) services to review all RFI's, submittal review, pay applications and site walk-throughs during construction. Active CA confirms that the design intent is being followed and the Owner design guidelines are being met.

- **PRINCIPAL INVOLVEMENT** from Steve Padgett and Stu Henderson will provide oversight, troubleshooting and ensure that the project is staffed properly, schedules are being met and budgets are maintained.

- Integrate **VALUE ENGINEERING** into the design process and not as a separate phase after GMP.

FAWLEY BRYANT ARCHITECTURE

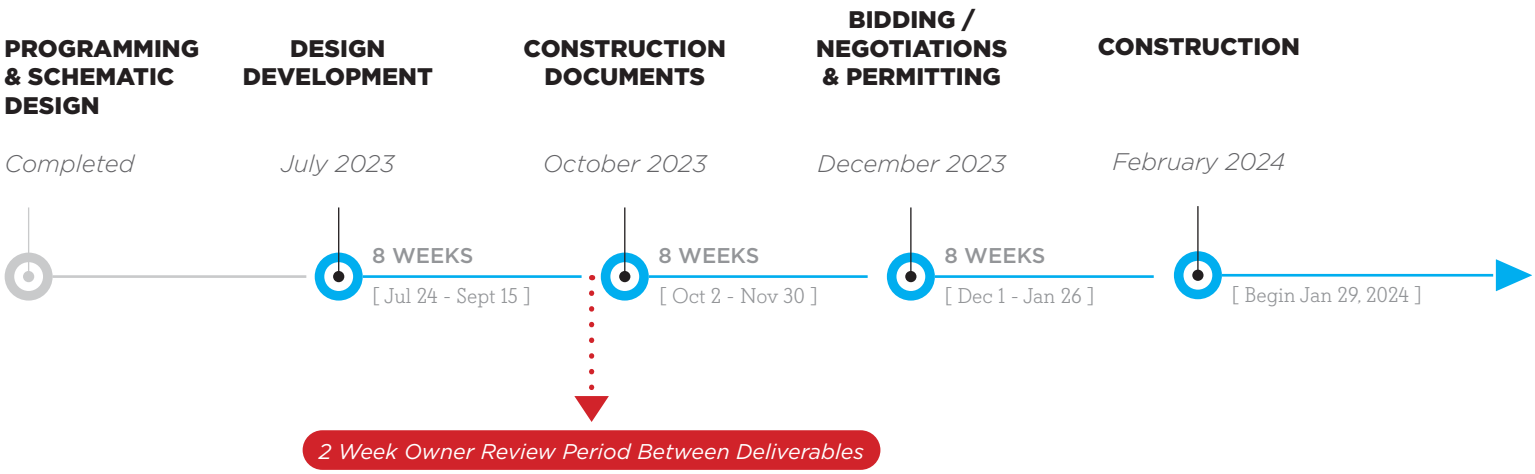
CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023



PROJECT SCHEDULE



REALISTIC SCHEDULING

The proposed schedule is based on the assumption that the design team is selected and the contract is negotiated for board approval on or before July 17, 2023.

The scope indicates this is a continuation of the Fire Station #2 design that has been completed through Design Development. Our team has been actively engaged with City of Bradenton and fire department personnel since the project's inception. Initial efforts were intended to use Fire Station #3 as a basis for the design. Through programming and planning, Fire Station #2 grew in size, from approximately 10,000 sf to 14,000 sf. The exterior architectural style was adjusted at the end of Design Development.

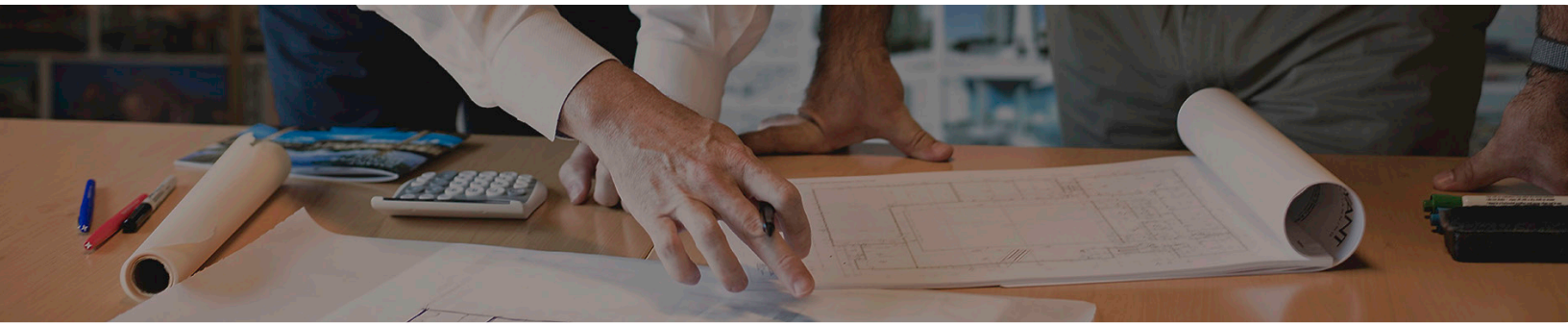
Understanding the development of the project and intent, allows us to accurately assess the schedule needs. With the selection of our design team, the project can begin with a two-month modified Design Development. We will make adjustments to the existing to plans for the new exterior elevations. Following the completion of Design Development, a pause point is recommended for owner review and cost estimates by the selected construction manager.

Construction Documents and Permitting are both anticipated to be two months in length, allowing for construction to commence on our before February 1, 2024.

VALUE ENGINEERING IS NOT A PHASE!

Our team does not view value engineering as a phase but a part of the process. We work in 3D throughout the entire design. This means we are continually showing and discussing design alternatives to achieve your desire result.

A designated pause point at the end of end of Design Development will allow for full owner review and CM pricing. Between integrating design alternatives into the process and these pause points, the opportunity for project budgets to get off track are minimized.



SCHEDULE TECHNIQUES

OWNER'S RESPONSIBILITY TO SCHEDULE ADHERENCE:

- To assemble and meet at request of Architect
- Respond to requests in a timely fashion
- Establish line of authority and decision making
- Be flexible in review of design
- Finalize building program, QUICKLY
- Order furniture, fixtures and equipment in a timely fashion
- Begin utility as-built survey, IMMEDIATELY
- Pre-qualify subcontractors to avoid delays
- Select an experienced, proven team with whom you already have a relationship

BUILDING DESIGN RESPONSIVE TO SCHEDULE AND REQUIREMENTS:

- Simple building envelope for quick construction and ease of maintenance
- No intricate, time-consuming and costly details
- No long-lead materials or building systems
- Efficient mechanical and plumbing layout

CONTRACTOR'S SERVICES FOR TIMELY CONSTRUCTION:

- Construction management delivery process
- Assist Architect in selection of cost and schedule efficient building system options
- Fast-track construction with phased approach
- Purchase building materials as soon as possible
- Evaluate plans for building constructibility and market driven costing
- Be flexible with the Owner and Architect

EARLY DELIVERY OF ARCHITECT'S SERVICES:

- Willingness of Architect to PRIORITIZE project
- Selected Firm must be large enough to produce the work
- Local firms respond quicker
- Experienced with local codes and regulations
- Respond to Contractor's and Owner's requests quickly
- Simple, straightforward design approach
- Consultants' past experience with Architect
- Team's commitment to using B.I.M.
- Clear Understanding of Sustainable Design Goals

FAWLEY BRYANT ARCHITECTURE

CITY OF BRADENTON FIRE STATION #2

ARCHITECTURAL & ENGINEERING SERVICES

City of Bradenton • RFQ No 23-006EJ • April 20, 2023

FORM #1

City of Bradenton
Solicitation Response
Form

Company Name: **FAWLEY BRYANT** ARCHITECTURE

Date Submitted: April 20, 2023

PROJECT IDENTIFICATION: # RFQ 23-006EJ

NAME: Professional Architectural Services for Fire Station #2

COMPANY NAME: Fawley Bryant Architecture

NAME & TITLE: (TYPED OR PRINTED) C. Steve Padgett, Partner

BUSINESS ADDRESS: (PHYSICAL) 5391 Lakewood Ranch Blvd. N, Suite 300

Sarasota, FL 34240

CORPORATE OR MAILING ADDRESS: ☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ

E-MAIL ADDRESS: spadgett@fawleybryant.com

PHONE NUMBER: [941] 343 - 4070 FAX NUMBER:

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No.	1	Dated:	March 30, 2023	No.		Dated:	
No.		Dated:		No.		Dated:	
No.		Dated:		No.		Dated:	

City of Bradenton, Bradenton, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 65-0504213

(1) Employer Identification Number **-or-** (2) Social Security Number:

** *The City of Bradenton collects your social security number for tax reporting purposes only*

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

Fawley Bryant Architecture
Company Name: (Name printed or typed)

(Seal)

Attest:

Authorized Proposer:

C. Steve Padgett
Proposer: (Name printed or typed)

Firm Partner
Authorized Signature and Proposer Title

Amanda Parnell
Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: *www.sunbiz.org*

FORM #1

State of Florida
Department of State

I certify from the records of this office that FAWLEY BRYANT ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 24, 1994, effective May 23, 1994.

The document number of this corporation is P94000039060.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 19, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 8864697442CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FORM #3A

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

NOT APPLICABLE

1. The competitive bid to which this statement applies has been/will be submitted to the following government agency:
2. The person submitting the bid is: Name Position
3. The business entity with which the person is associated:
4. My relationship to the person or business entity submitting the bid is as follows:
5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include: _____
   b. The realty, goods and/or services will be supplied for the following period of time: _____
   c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____
6. Additional comments:
7. Signature Date Signed Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

FORM #3

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of FLORIDA

County of SARASOTA

C. Steve Padgett, being first duly sworn, deposes and says that they are

Partner of Fawley Bryant Architecture, the party making the fore-going solicitation
(*Partner or officer of the firm, etc.*)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Bradenton of any person interested in the proposed contract; and that all statements in said solicitation are true.

(Contractor/Vendor, *if the Contractor/vendor is an individual;*
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)

Fawley Bryant Architecture (FBA)
(*Company Name*)

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online, this April 20, 2023 by Steve Padgett of FBA, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(*Signature of person taking acknowledgment*)

Kellie Naser
(*Name of notary typed, printed or stamped*)

HR Coordinator
(*Title or rank*)

Kellie L. Naser
Notary Public
State of Florida
Comm# HH192734
Expires 10/29/2023

HH192734
(*Serial number, if any*)

FORM #4

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to **City of Bradenton**
(*Print name of the public entity*)

by C. Steve Padgett
(*Print individual's name and title*)

for Fawley Bryant Architecture
(*Print name of entity submitting sworn statement*)

whose business address is 5391 Lakewood Ranch Blvd. N, Suite 300, Sarasota, FL 34240

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0504213

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or:

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

FORM #4

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies*.)**

__X__ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(*Signature*)

April 20, 2023
(*Date*)

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20th day of, April 2023, by Steve Podgorski.

_____
(Signature of Notary Public - State of Florida)

Kellie L. Naser
Notary Public
State of Florida
Comm# HH192734
Expires 10/29/2023

Kellie L. Naser
(Print, Type, or Stamp Commissioned Name of Notary Public)

__X__ Personally Known OR _____ Produced Identification
Type of Identification Produced _____

FORM #4A

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name					
2.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence		Breach of Contract	
3.	Date of Incident					
4.	Who Took Action Against Your Company? (Include name, state, and City.)					
5.	What was the initial circumstance for this action?					
6.	What was the final outcome of this action?					

NOT APPLICABLE

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number: _____ of _____

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method

FORM #5

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Fawley Bryant Architecture
CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

FORM #6

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Fawley Bryant Architecture

Respondent's Authorized Representative Name and Title: C. Steve Padgett, Partner

Address: 5391 Lakewood Ranch Blvd. N, Suite 300

City: Sarasota State: FL Zip: 34240

Phone Number: [941] 343 - 4070 Respondent FEIN: 65-0504213

Email Address: spadgett@fawleybryant.com

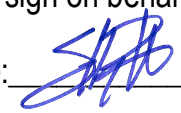
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Fawley Bryant Architecture,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name and Title: C. Steve Padgett, Partner

FAWLEY BRYANT ARCHITECTURE

SMART
BEAUTIFUL
SPACES

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the April 26, 2023 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the April 26, 2023 City Council Meeting

SUGGESTED MOTION:
Motion to approve the minutes from the April 26, 2023 City Council meeting.

ATTACHMENTS:
4-26-2023 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

April 26, 2023
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, April 26, 2023.

Present: Mayor Gene Brown; Vice Mayor and Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Josh Cramer; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Christophe St. Luce, Assistant City Administrator; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Jim McLellan, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Lance Williams, Finance Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Vicar Kerri True with Trinity Lutheran Church.

(The City does not endorse the religious beliefs of any speaker.)

PROCLAMATIONS: None.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Glen Gibellina approached the podium and spoke in favor of mixed-use development and the potential sale of the City Hall property.

Bill Sanders, 2502 Riverside Drive. Mr. Sanders announced the Mixon Fruit Farms property was for sale and recommended the City and County work together to purchase the property.

Kimla Murrell, 521 12th Avenue West. Ms. Murrell spoke on Exodus Community Resources and stressed the need for community resources in the City. She concluded by thanking the City for the donation of computers to Exodus Community Resources.

Debbie Wilcox, 334 Castaway Drive. Ms. Wilcox voiced her concerns with construction in Harbor Sound Court as well as emergency vehicle access to the community.

Keith Green, 1108 60th Avenue West. Mr. Green invited everyone to the First Responders Mass at St. Joseph Catholic Church on May 19, 2023 at 11:30 a.m.

Mr. Gibellina spoke in regards to Consent Agenda Item c. He spoke in favor of the Local Housing Assistance Plan (LHAP) and the assistance those funds could potentially benefit the community.

Mr. Sanders spoke in regards to the Code Enforcement Presentation listed under New Business by Department Heads, City Attorney and Council. Mr. Sanders voiced concerns with Code Enforcement fines.

Mayor Brown explained City leaders were working with Manatee County leaders regarding the City Park Rob Perry, City Administrator, discussed at the April 12, 2023 City Council meeting. In regards to Ms. Murrell's comments, he hoped the Park could benefit the community.

In regards to Mr. Gibellina's comments, Councilwoman Gonzalez Moore noted the Affordable Housing Committee had been working towards affordable housing assistance for the community. Mayor Brown listed several affordable and workforce housing projects in the City.

Mayor Brown requested Robin Singer, Planning & Community Development Director, to speak to Ms. Wilcox regarding her concerns in the Harbor Sound Court community.

CONSENT AGENDA:

a) Administrative Services: Piggyback PB-23-008MK with Air Mechanical & Service Corp.
b) Administrative Services: Piggyback PB-23-009NT with Evoqua Water Technologies, Inc.
c) Administrative Services: Resolution 23-47- SHIP 2023-2026 Local Housing Assistance Plan (LHAP)
d) Administrative Services: Resolution 23-48 - Public Works Commercial Driver's License Bonus Program Amendment
e) City Administration: Memorandum of Understanding with ISM USA, LLC for the Bradenton Area River Regatta
f) Event Review Committee: Bradenton Riverwalk Holiday of the Arts
g) Event Review Committee: Bradenton Riverwalk Fine Art Festival
h) Legislative: Resolution 23-50 - MPO Citizens Advisory Committee Reappointment
i) Public Works & Utilities: Piggyback PB-23-005-KC with Woodruff & Sons, Inc.
j) Public Works & Utilities: Piggyback PB-23-006-KC with Woodruff & Sons, Inc.

Councilwoman Gonzalez Moore requested to pull Item a for further discussion.

MOTION TO APPROVE CONSENT AGENDA ITEMS B-J was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. Motion passed 5-0.

Councilwoman Gonzalez Moore requested staff research the addition of a minority or women owned business certification for vendors.

MOTION TO APPROVE CONSENT AGENDA ITEM A was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Coachman. Motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) Planning & Community Development: Presentation on Current Code Enforcement

Volker Reiss, Code Enforcement Manager, provided a presentation which included:

- Code Enforcement Responsibilities

- Overview of Current Staff
- Professional Organizations and Certificates
- Equipment Used
- Initiatives including Strategic Proactive Neighborhood Inspections (S.P.N.I.'s)
- A map with areas for each officer
- Interactive Map of open and closed Code Enforcement violations
- Statistics including
    - Complaint inspections versus proactive inspections
    - Complaint sources
    - Violation types
- Fundamentals of Code Enforcement
- Administrative aspects of Code Enforcement
- Legal issues in Code Enforcement
- Officer safety and field applications

Vice Mayor Kocher thanked Mr. Reiss and staff for all of their hard work. She felt it was a thankless job and appreciated all they do.

Mr. Perry spoke highly of the interactive violation map and the efforts of staff by creating a proactive presence in the City.

Scott Rudacille, City Attorney, explained the long and exhaustive process of Code Enforcement liens and foreclosures. This process, he continued, included numerous notices with time for owners to bring the property into compliance. He said should a property owner ignore the notices, a hearing with a Special Magistrate would be scheduled and the Special Magistrate also would give the owner time to bring the property up to compliance.

Attorney Rudacille noted there were statutory notice requirements to the owner at every step of the process. He said if the property was still not in compliance after the lengthy process, that was when fines would be placed on the property. In most cases, he continued, properties that have thousands of dollars in fines were the result of years of ignoring notices from staff and hearings before a Special Magistrate.

Councilwoman Barnebey inquired as to any statutory changes regarding reporting requirements. Mr. Reiss explained that as a result of reporting requirement changes, anyone registering a Code Enforcement complaint must provide their name and address. The only exception, he continued, was if there were an immediate threat to public safety, health, and welfare.

Councilman Cramer asked if there were pay increase incentives for employees who receive certifications related to Code Enforcement. Mr. Reiss confirmed the incentive for each certification was a 50 cents per hour increase to staff's pay.

Councilwoman Gonzalez Moore announced she previously served as a Special Magistrate for Code Enforcement hearings for another municipality. She felt the goal in that municipality, as well as the City of Bradenton, was compliance and not punitive.

Councilwoman Coachman thanked Code Enforcement staff for their diligence and was thankful City and Community Redevelopment Agency (CRA) staff are working together with the goal to eliminate slum and blight.

b) City Administration: Letter of Intent for the Building Located at 1111 3rd Avenue West

Mr. Perry announced he spoke with the owners of 1111 3rd Avenue West regarding the potential purchase of the property. He explained the initial assessment of the building was completed as it relates to the suitability of the structure for the relocation of City Hall. He said the 36,000 square foot building most likely would not only house City Hall functions, but also the administrative staff from the Public Works & Utilities Department.

Mr. Perry explained the non-binding Letter of Intent would begin the process to negotiate a sale price that would be entirely subject to Council's approval. He recommended holding a workshop prior to any formal identification of which property Council preferred as the new City Hall site.

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE NON-BINDING LETTER OF INTENT FOR A TERM OF UP TO 90 DAYS FOR THE BUILDING LOCATED AT 1111 3RD AVENUE WEST was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Coachman. Motion passed 5-0.

c) City Administration: Engagement Letter with Nabors Giblin & Nickerson, P.A.

Mr. Perry explained Nabors Giblin & Nickerson, P.A. had extensive experience in creating Master Development Agreements for local government. Because of their expertise, Mr. Perry requested authorization to execute the Engagement Letter for the limited purpose of drafting a Disposition and Master Development Agreement for the sale of the City Hall property.

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE ENGAGEMENT LETTER WITH NABORS GIBLIN & NICKERSON, P.A. was made by Vice Mayor Kocher and seconded by Councilwoman Gonzalez Moore. Motion passed 5-0.

d) City Administration: Personnel Action

Mr. Perry explained performance evaluations were recently completed for senior management. He thanked the Directors and staff for their participation in the process. He stressed the need of high performance to ensure tasks are completed in a timely manner. In that regard, should departmental changes need to be made, he would ensure those changes would be for the betterment of the City.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Mayor Gene Brown: Mayor Brown extended his deepest condolences to the family of Sergeant Lee Cosens. He spoke highly of Sergeant Cosens and said he would be missed by so many.

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey said it was her honor to serve as a judge for the Golden Herald Awards honoring outstanding Manatee County high school seniors.

Councilwoman Barnebey announced she attended the Bradenton Women's Club Fashion "Show"Case on April 15, 2023. She spoke highly of the event and thanked everyone for their work organizing the event.

Councilwoman Barnebey congratulated Mayor Brown for his induction into the Boys and Girls Club Hall of Fame.

Councilwoman Barnebey announced she recently attended a performance of The Ballad of Old Manatee at the Manatee Village Historical Park.

Councilwoman Barnebey also offered her heartfelt condolences to the family of Sergeant Cosens.

Councilman Ward III Josh Cramer: Councilman Cramer thanked Mayor Brown and Councilwoman Barnebey extending their condolences to Sergeant Cosens' family.

Councilman Cramer announced a survey would be sent to Council regarding the future services provided by the YMCA at the 59th Street West location.

Councilman Cramer announced that day was Pennant Ceremony day at Saint Stephen's Episcopal School. He added there were two students expected to be selected in the National Football League (NFL) draft very soon.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore announced she would be enjoying pancakes at River Isles on April 28, 2023 and looked forward to meeting members of the community.

Councilwoman Gonzalez Moore was pleased to announce she volunteered at her daughter's school for the Project TEACH program with the Manatee Chamber of Commerce.

She reassured the public that the sale of the City Hall property had not been decided and Council was still working through the process.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman looked forward to beautifying the City through the Code Enforcement process.

Councilwoman Coachman also congratulated Mayor Brown for his induction into the Boys and Girls Club Hall of Fame.

Councilwoman Coachman also offered her deepest condolences to the family of Sergeant Lee Cosens and the Bradenton Police Department.

Vice Mayor and Councilwoman Ward I Jayne Kocher: Vice Mayor Kocher gave kudos to the Pittsburgh Pirates organization for giving away tickets to Bradenton Marauders games. She was pleased that children would be able to attend a baseball game, no matter their financial circumstances.

Vice Mayor Kocher explained the impact from the Penguin Project, through the Bradenton Kiwanis Club, and said the Project provided such a positive impact for children and adults with special needs. She spoke fondly about a family that attended a recent Bradenton Marauders game and the positive ripple effect the Project created.

Vice Mayor Kocher was pleased to announce she also volunteered for the Project TEACH program at Roger's Garden-Bullock Elementary School.

Vice Mayor Kocher was pleased to announce the Hernando de Soto Grand Parade was scheduled for April 29, 2023.

Mayor Brown was excited to attend the Hernando de Soto Grand Parade and reminded everyone the City was not responsible in cancelling the Parade, should rain be a factor over the weekend. He reminded everyone the Hernando de Soto Historical Society was responsible for the event.

DEPARTMENT HEAD REPORTS:

Melanie Bevan, Police Chief, requested motorists to be patient during the Parade, as major roadways would be closed for the event.

Chief Bevan thanked Council for their remarks regarding Sergeant Cosens. She said there had been an incredible outpouring of support by the community. She added his funeral would be held on April 28, 2023.

Chief Bevan invited Council to the groundbreaking for the new gun range and driving pad on May 4, 2023 at 9:00 a.m. She noted the driving pad is a first in Manatee County and looked forward to the training that would be held there.

Jim McLellan, Public Works & Utilities Director, explained representatives from the Truth Bible Church of God inquired about purchasing City property parishioners had been using for overflow parking. He said there is an agreement in place allowing them to use the property and that property was a cluster of three properties the City owns. Mr. McLellan explained staff was in the process of designing the East Side Drainage Project and there was a retention pond that was slated to go on this property. He explained there was a 65-foot parcel that would provide ample parking for the Church and said he would schedule an appraisal, should Council be amenable to selling the property. Following a brief discussion regarding the property location being in the Central CRA, Attorney Rudacille recommended advertising the property as surplus for 30 days, per statutory requirements.

Mr. McLellan provided updates on the refurbishments of Lewis Park and Rossi Park. Councilwoman Barnebey urged parents to not let their children play on the equipment until the refurbishments were complete.

Tim Geer, Fire Chief, announced staff participated in the hurricane exercise with Manatee County and said the City Emergency Management Plan would be sent to Council and staff in the near future.

Chief Geer explained there was a mandatory evacuation off 14th Street West the past weekend that affected the Bradenton Tropical Palms community. He would be working with Attorney Rudacille's office to legally impose fines for contractors responsible for such events, especially those related to directional boring.

Chief Geer requested Council accompany him outside following the meeting to view the new and most advanced Fire Department apparatus, Squad 418.

Mayor Brown adjourned the City Council meeting at 10:56 a.m.

NOTE: This is not a verbatim record. An audio CD or DVD recording of the meeting is available upon request.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: CRA Community Input - Public Art Special Event

SUGGESTED ACTION: Approval with Stipulation

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a free public input event hosted by the City of Bradenton CRA. They will be showcasing possible art pieces for Mineral Springs Park area. They have an expectation of 75 people. All events must be approved by City Council for Riverwalk East events.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Community Input - Art special event with compliance of all City of Bradenton Special Event Standards and with a stipulation of one BPD Extra Duty Officer onsite.

ATTACHMENTS:
CRA Community Input - Public Art Special Event Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: City of Bradenton CRA Date of Application: 4/28/2023

Contact Name: Jean G. Farmer Contact Phone 1: 941-448-7485

Contact Email: jean.farmer@bradentonFL.gov Contact Phone 2: _____

Address: 101 Old Main Street

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Community Input -Public Art at MSP Event Date: June 20, 2023

Purpose of Event: Community gathering to view design and placement location(s) of public art at Mineral Springs Park at Riverwalk East Description of Event: same

Event Location: Mineral Springs Park at Riverwalk East

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	6/20/2022	Tuesday	3:00 pm	4:00 pm	
Event Day 1	6/20/2022	Tuesday	4:00 pm	5:00pm	25-75
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 0_____ Past Attendance: _____

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10 x 10	1-2	TBD -near design location

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: _____

Will a generator be used? Yes No Size of generator: _____

Will gas equipment be used? Yes No Type of fuel source: _____

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? _____

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

_____

_____

Are fireworks planned? Yes No Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes No

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Jean G Farmer, applicant/event organizer for City of Bradenton CRA (event), scheduled for June 20, 2023, from 4:00 pm to 5:00 pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Jean G. Farmer	City of Bradenton CRA
Signature of Applicant/Event Organizer	Organization
Jean G. Farmer, Public Art Coordinator	6/20/2023
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

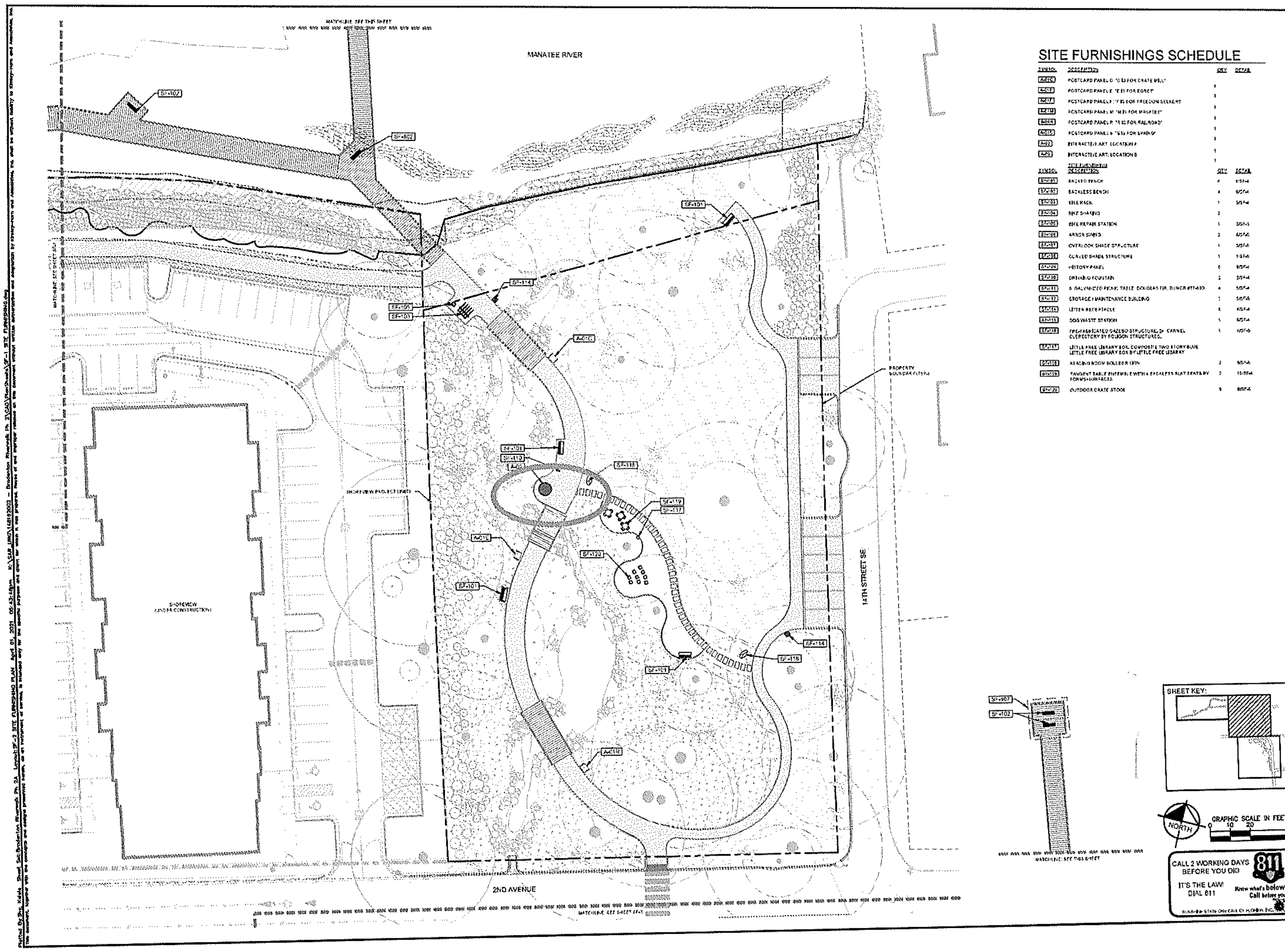
I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Jean G. Farmer	City of Bradenton CRA
Signature of Applicant/Event Organizer	Organization
Jean G. Farmer, Public Art Coordinator	6/20/2023
Typed or Printed Name and Title	Date

(03/2022)



SITE FURNISHINGS SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
A-01C	POSTCARD PANEL C: "C IS FOR CRATE MILL"	1	
A-01E	POSTCARD PANEL E: "E IS FOR EGRET"	1	
A-01F	POSTCARD PANEL F: "F IS FOR FREEDOM SEEKERS"	1	
A-01M	POSTCARD PANEL M: "M IS FOR MANATEE"	1	
A-01R	POSTCARD PANEL R: "R IS FOR RAILROAD"	1	
A-01S	POSTCARD PANEL S: "S IS FOR SPRING"	1	
A-02	INTERACTIVE ART: LOCATION A	1	
A-03	INTERACTIVE ART: LOCATION B	1	

SYMBOL	SITE FURNISHING DESCRIPTION	QTY	DETAIL
SF-101	BACKED BENCH	6	1/SF-4
SF-102	BACKLESS BENCH	4	8/SF-4
SF-103	BIKE RACK	1	3/SF-4
SF-104	BIKE SHARING	2	
SF-105	BIKE REPAIR STATION	1	2/SF-5
SF-106	ARBOR SWING	2	6/SF-6
SF-107	OVERLOOK SHADE STRUCTURE	1	3/SF-6
SF-108	CURVED SHADE STRUCTURE	1	1/SF-6
SF-109	HISTORY PANEL	8	8/SF-4
SF-110	DRINKING FOUNTAIN	2	2/SF-4
SF-111	6' GALVANIZED PICNIC TABLE, DOUGLAS FIR, DUMOR #77-630	4	5/SF-4
SF-112	STORAGE / MAINTENANCE BUILDING	1	5/SF-5
SF-114	LITTER RECEPTACLE	6	4/SF-4
SF-116	DOG WASTE STATION	1	6/SF-4
SF-116	PREFABRICATED GAZEBO STRUCTURE, 24' CARMEL CLERESTORY BY POLIGON STRUCTURES.	1	4/SF-6
SF-117	LITTLE FREE LIBRARY BOX, COMPOSITE TWO STORY BLUE LITTLE FREE LIBRARY BOX BY LITTLE FREE LIBRARY		
SF-118	READING ROOM BOULDER SIGN	2	8/SF-6
SF-119	TANGENT TABLE ENSEMBLE WITH 4 BACKLESS SLAT SEATS BY FORMS+SURFACES	3	10/SF-4
SF-120	OUTDOOR CRATE STOOL	8	8/SF-6

REVISIONS | No. | DATE | BY

Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00000696

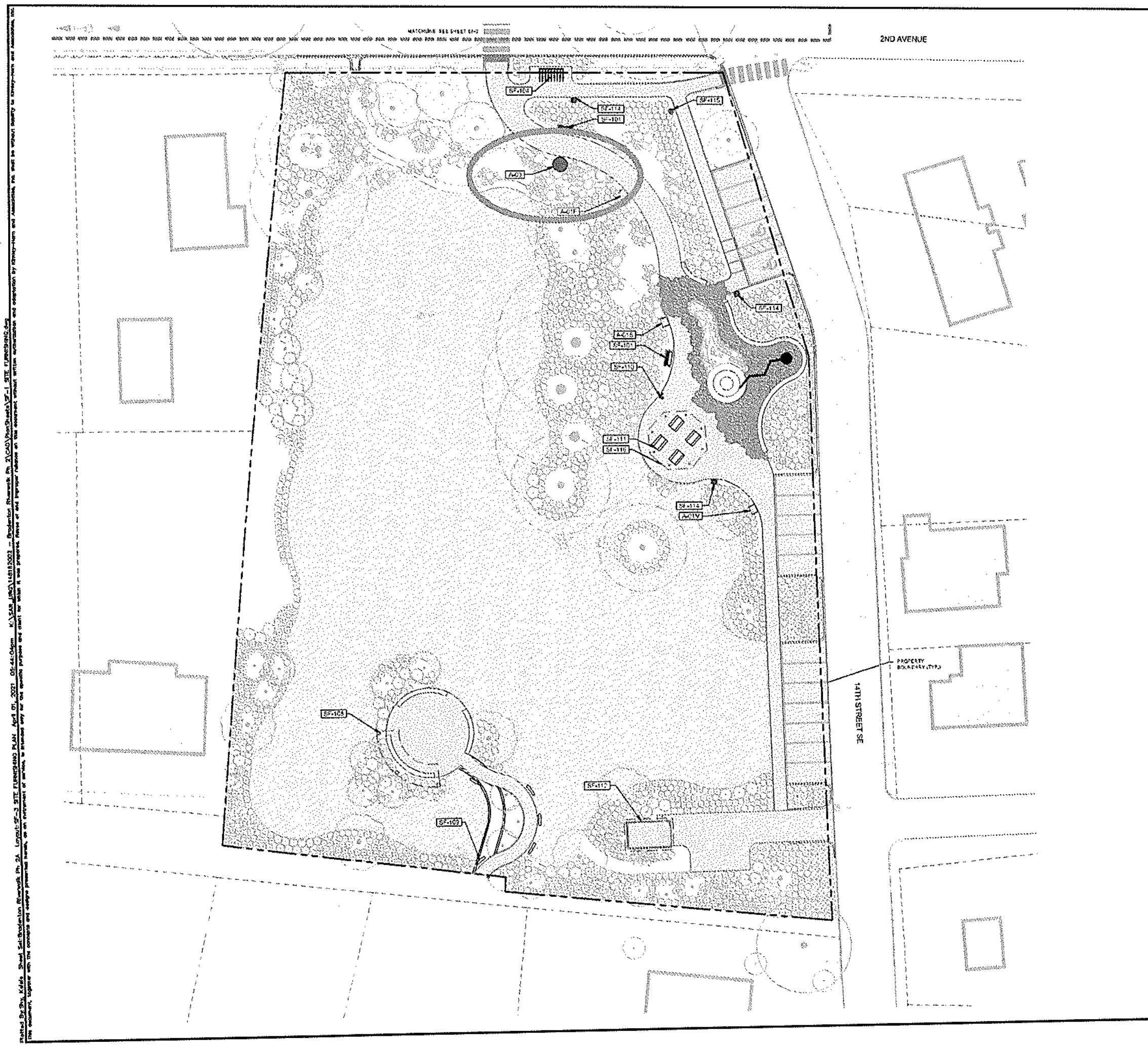
JAMES N. PAPADIN ... LANDSCAPE ARCHITECT ... LA6666500 ... STATE OF FLORIDA

KHA PROJECT 148162002
DATE MARCH 2021
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JRP

SITE FURNISHING PLAN

BRADENTON RIVERWALK PH 2A
PREPARED FOR
CITY OF BRADENTON
BRADENTON FLORIDA

SHEET NUMBER
SF-2



SITE FURNISHINGS SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
A-01C	POSTCARD PANEL C "C IS FOR CRATE MILL"	1	
A-01E	POSTCARD PANEL E "E IS FOR EGRET"	1	
A-01F	POSTCARD PANEL F "F IS FOR FREEDOM SEEKERS"	1	
A-01M	POSTCARD PANEL M "M IS FOR MANATEE"	1	
A-01R	POSTCARD PANEL R "R IS FOR RAILROAD"	1	
A-01S	POSTCARD PANEL S "S IS FOR SPRING"	1	
A-02	INTERACTIVE ART LOCATION A	1	
A-03	INTERACTIVE ART LOCATION B	1	

SYMBOL	SITE FURNISHING DESCRIPTION	QTY	DETAIL
SF-101	BACKED BENCH	6	1/SF-4
SF-102	BACKLESS BENCH	4	8/SF-4
SF-103	BIKE RACK	1	3/SF-4
SF-104	BIKE SHARING	2	
SF-105	BIKE REPAIR STATION	1	2/SF-5
SF-106	ARBOR SWING	2	6/SF-5
SF-107	OVERLOOK SHADE STRUCTURE	1	3/SF-5
SF-108	CURVED SHADE STRUCTURE	1	1/SF-5
SF-109	HISTORY PANEL	5	9/SF-4
SF-110	DRINKING FOUNTAIN	2	2/SF-4
SF-111	6' GALVANIZED PICNIC TABLE DOUGLAS FIR, DUMOR #71-60D	4	5/SF-4
SF-112	STORAGE / MAINTENANCE BUILDING	1	5/SF-5
SF-114	LITTER RECEPTACLE	6	4/SF-4
SF-115	DOG WASTE STATION	1	6/SF-4
SF-116	PRE-FABRICATED GAZEBO STRUCTURE, 24' CARMEL CLERESTORY BY POLIGON STRUCTURES.	1	4/SF-6
SF-117	LITTLE FREE LIBRARY BOX, COMPOSITE TWO STORY BLUE LITTLE FREE LIBRARY BOX BY LITTLE FREE LIBRARY		
SF-118	READING ROOM BOULDER SIGN	7	8/SF-5
SF-119	TANGENT TABLE ENSEMBLE WITH 4 BACKLESS FLAT SEATS BY FORMS+SURFACES	3	10/SF-4
SF-120	OUTDOOR CRATE STOOL	8	8/SF-5

NOTE
BIKE SHARING STATION DETAILS AND SPECS TO BE PROVIDED BY CITY OF BRADENTON.

SHEET KEY:

GRAPHIC SCALE IN FEET 0 10 20 40

NORTH

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley-Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 148162002
DATE MARCH 2021
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JRP

SITE FURNISHING PLAN

BRADENTON RIVERWALK PH 2A
PREPARED FOR
CITY OF BRADENTON
BRADENTON FLORIDA

SHEET NUMBER
SF-3

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA23-8

SUGGESTED ACTION: Approve Budget Adjustment BA23-8

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To move CRA contribution amounts to interfund transfer general ledger revenue accounts per City auditors. Also to add the salary and benefits for the five Downtown Maintenance employees, purchase of BPD vehicles, along with the change order adjustments for the Forever Lawn and Riverwalk camera projects.

FINANCIAL IMPACT:
There is not a financial impact to the FY22-23 budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA23-8.

ATTACHMENTS:
Budget Adjustment BA23-8 Resolution and Form

RESOLUTION NUMBER BA23-8

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2022-2023 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of to move CRA contribution amounts to interfund transfer general ledger revenue accounts per city auditors. Also, to add the salary and benefits budget for the five Downtown Maintenance employees, purchase of BPD vehicles, along with the change order adjustments for the Forever Lawn and Riverwalk camera project.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24th DAY OF MAY, 2023.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Linda Guth

For: Accounting

Date: 5/1/2023

Budget Adjustment #: BA23-8

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: To move CRA contribution amounts to interfund transfer general ledger revenue accounts per city auditors (CS&L). Also to add the salary and benefits budget for the five Downtown Maintenance employees, purchase of BPD vehicles, along with the change order adjustments for the Forever Lawn and Riverwalk camera project.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00103 366000 CCRA
Line item description: CCRA Contributions/Donations

Increase (in $): Decrease (in $): 281,839.00

Account Number: 00105 381131
Line item description: 131-CCRA Interfund Transfer

Increase (in $): 281,839.00 Decrease (in $):

Account Number: 00103 366000 CRA14
Line item description: 14th CRA Contributions/Donations

Increase (in $): Decrease (in $): 266,839.00

Account Number: 00105 381133
Line item description: 133-14th St CRA Interfund Transfer

Increase (in $): 266,839.00 Decrease (in $):

Account Number: 00103 366000 CRADT
Line item description: BCRA Contributions/Donations

Increase (in $): Decrease (in $): 586,339.00

Account Number: 00105 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 586,339.00 Decrease (in $):

Account Number: 30203 366000 CRADT
Line item description: BCRA Contributions/Donations

Increase (in $): Decrease (in $): 435,890.00

Account Number: 30205 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 435,890.00 Decrease (in $):

Account Number: 40803 366000 CCRA
Line item description: CCRA Contributions/Donations

Increase (in $): Decrease (in $): 160,000.00

Account Number: 40805 381131
Line item description: 131 CCRA Interfund Transfer

Increase (in $): 160,000.00 Decrease (in $):

Account Number: 40803 366000 CRA14
Line item description: 14th CRA Contributions/Donations

Increase (in $): Decrease (in $): 527,150.00

Account Number: 40805 381133
Line item description: 133 14th St CRA Interfund Transfer

Increase (in $): 527,150.00 Decrease (in $):

Account Number: 40803 366000 CRADT
Line item description: BCRA Contributions/Donations

Increase (in $): Decrease (in $): 986,362.00

Account Number: 40805 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 986,362.00 Decrease (in $):

Account Number: 40805 381131
Line item description: 131 CCRA Interfund Transfer

Increase (in $): Decrease (in $): 160,000.00

Account Number: 40805 381133
Line item description: 133 14th St CRA Interfund Transfer

Increase (in $): Decrease (in $): 527,150.00

Account Number: 40805 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): Decrease (in $): 986,362.00

Account Number: 40859000 563000 19801
Line item description: Riverwalk

Increase (in $): Decrease (in $): 100,000.00

Account Number: 40859000 563000 23803
Line item description: Sidewalks

Increase (in $): Decrease (in $): 1,077,150.00

Account Number: 40859000 563000 Parks
Line item description: Parks Improvements

Increase (in $): Decrease (in $): 496,362.00

Account Number: 30105 381131
Line item description: 131-CCRA Interfund Transfer

Increase (in $): 160,000.00 Decrease (in $):

Account Number: 30105 381132
Line item description: 132-BCRA Interfund Transfer

Increase (in $): 986,362.00 Decrease (in $):

Account Number: 30105 381133
Line item description: 133-14th St CRA Interfund Transfer

Increase (in $): 527,150.00 Decrease (in $):

Account Number: 30158200 563000 Parks
Line item description: Parks Improvements

Increase (in $): 160,000.00 Decrease (in $):

Account Number: 30158200 563000 23803
Line item description: Sidewalks

Increase (in $): 527,150.00 Decrease (in $):

Account Number: 30158200 563000 23803
Line item description: Sidewalks

Increase (in $): 550,000.00 Decrease (in $):

Account Number: 30158200 563000 Parks
Line item description: Parks Improvements

Increase (in $): 336,362.00 Decrease (in $)

Account Number: 30158200 563000 19801
Line item description: Riverwalk

Increase (in $): 100,000.00 Decrease (in $):

Account Number: 00105 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 120,510.00 Decrease (in $):

Account Number: 00157300 512000
Line item description: Regular Salaries & Wages

Increase (in $): 78,618.00 Decrease (in $):

Account Number: 00157300 521000
Line item description: City Fica Contribution

Increase (in $): 6,015.00 Decrease (in $):

Account Number: 00157300 522000
Line item description: City Retirement Contribution

Increase (in $): 9,364.00 Decrease (in $):

Account Number: 00157300 523000
Line item description: City Health Ins Contribution

Increase (in $): 22,704.00 Decrease (in $):

Account Number: 00157300 523100
Line item description: City Life Ins Contribution

Increase (in $): 200.00 Decrease (in $):

Account Number: 00157300 524000
Line item description: Workers Compensation

Increase (in $): 3,609.00 Decrease (in $):

Account Number: 30203 366000 CRADT
Line item description: BCRA Contributions/Donations

Increase (in $): Decrease (in $): 107,862.00

Account Number: 30258200 563000 18820
Line item description: City Plaza

Increase (in $): Decrease (in $): 107,862.00

Account Number: 30105 381132
Line item description: 132-BCRA Interfund Transfer

Increase (in $): 107,862.00 Decrease (in $):

Account Number: 30158200 563000 18820
Line item description: City Plaza

Increase (in $): 107,862.00 Decrease (in $):

Account Number: 40803 366000 CRADT
Line item description: BCRA Contributions/Donations

Increase (in $): Decrease (in $): 103,637.00

Account Number: 40859000 563000 Parks
Line item description: Parks Improvements

Increase (in $): Decrease (in $): 103,637.00

Account Number: 30105 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 103,637.00 Decrease (in $):

Account Number: 30158200 563000 Parks
Line item description: Parks Improvements

Increase (in $): 103,637.00 Decrease (in $):

Account Number: 00103 366000 CRADT
Line item description: BCRA Contributions/Donations

Increase (in $): Decrease (in $): 27,270.00

Account Number: 00105 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 27,270.00 Decrease (in $):

Account Number: 30105 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 11,132.00 Decrease (in $):

Account Number: 30158200 563000 Parks
Line item description: Parks Improvements

Increase (in $): 11,132.00 Decrease (in $):

Account Number: 30105 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 22,715.00 Decrease (in $):

Account Number: 30158200 563000 19801
Line item description: Riverwalk

Increase (in $): 22,715.00 Decrease (in $):

Account Number:00105 381133
Line item description: 133-14th St CRA Interfund Transfer

Increase (in $): 59,342.00 Decrease (in $):

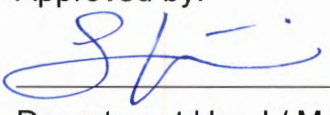
Account Number: 00105 381132
Line item description: 132 BCRA Interfund Transfer

Increase (in $): 55,497.00 Decrease (in $):

Account Number: 00152160 564000
Line item description: Mach & Equip-Capital Outlay

Increase (in $): 114,839.00 Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Mindy Piantanida, Public Works & Utilities

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA23-10

SUGGESTED ACTION: Approval of Budget Adjustment BA23-10

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Budget adjustment for the purpose of replacing a roof in the Public Works and Utilities yard breakroom and storage area. The roof replacement was proposed in the fiscal year 23/24 budget, but due to extensive leaking which takes place during rainstorms, we need to replace the roof this fiscal year. The replacement will be removed from the proposed fiscal year 23/24 budget.

FINANCIAL IMPACT:
Utilizing cash carryforward funds of $57,741 in FY 22/23 budget and removing from FY 23/24 proposed budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA23-10.

ATTACHMENTS:
Budget Adjustment BA23-10 and Quote

RESOLUTION NUMBER BA23-10

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2022-2023 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Public Works and Utilities Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of replacing a roof in the Public Works and Utilities yard breakroom and storage area due to extensive leaking which takes place during rainstorms. The roof replacement was proposed in the fiscal year 23/24 budget and will be removed.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF MAY, 2023.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Mindy Piantanida

For: Public Works and Utilities

Date: May 24, 2023

Budget Adjustment #: BA23-10

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: Budget adjustment for the purpose of replacing a roof in the Public Works and Utilities yard breakroom and storage area. The roof replacement was proposed in the FY23/24 budget, but during a recent rainstorm, the building experienced extensive leaking which will continue to be issues during future rainstorms. The replacement will be removed from the proposed fiscal year 23/24 budget.

Please provide the account number and the line item description for each transaction.-
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 40205 369150
Line item description: Cash Carryforward in Water-Sewer Fund

Increase (in $): 57,741 Decrease (in $):

Account Number: 40253510-563000
Line item description: Improvements – Capital Outlay in Water-Sewer Fund

Increase (in $): 57,741 Decrease (in $):

Approved by:

Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

EXPERIENCE MATTERS.
ADVANCED ROOFING LLC
ESTABLISHED 1983

Management Report



City of Bradenton Public Works
PW Parking/Breakroom-Bldg 33A
1302 6th Street West, Bradenton, FL

Prepared For

CITY OF BRADENTON INCORPORATED FLORIDA

Powered By

ADVANCED ACCESS
ONLINE ROOF MANAGEMENT PORTAL

Advanced Roofing, Inc - Tampa
1950 NW 22nd Street
Fort Lauderdale FL 33311
P: 813-885-5811
advancedroofing.com
License: CCC024413 Tax ID 59-2360591

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205

Site Overview



Total Sections: 1
Total Sq Ft: 12,313

Map	Name	Sq Ft	Est Install	Grade
2	PW Parking/Breakroom Building	12,313	2003	C

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205



Composition

Section: PW Parking/Breakroom Building
Size: 12313
Overall Grade: C

Inspection Date: 03/21/2023
Inspector: Gary Stevens



No core taken
Metal PBR panels over purlins



Underneath View

Advanced Roofing, Inc - Tampa
1950 NW 22nd Street
Fort Lauderdale FL 33311
P: 813-885-5811
advancedroofing.com
License: CCC024413 Tax ID 59-2360591

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205



Observations

Section:	PW Parking/Breakroom Building
Size:	12313
Overall Grade:	C
Inspection Date:	03/21/2023
Inspector:	Gary Stevens



Elevation South



Elevation East



Elevation West



Elevation North

Advanced Roofing, Inc - Tampa
1950 NW 22nd Street
Fort Lauderdale FL 33311
P: 813-885-5811
advancedroofing.com
License: CCC024413 Tax ID 59-2360591

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205



Observations (continued)

Section: PW Parking/Breakroom Building
Size: 12313
Overall Grade: C

Inspection Date: 03/21/2023
Inspector: Gary Stevens



Overview West



Overview East



Typical Penetration



Typical Penetration

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205



Observations (continued)

Section: PW Parking/Breakroom Building
Size: 12313
Overall Grade: C

Inspection Date: 03/21/2023
Inspector: Gary Stevens



Panel Damage



Panel Damage

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205



Deficiencies

Section: PW Parking/Breakroom Building
Size: 12313
Overall Grade: C

Inspection Date: 03/21/2023
Inspector: Gary Stevens



Metal Roof Systems - Panel Damage Beyond Repair (Emergency)
Quantity: 53 LF
Deficiency:
Lower panels have corroded beyond repair. Panels rusted out below purlin support and if steped on will collapse.
Corrective Action:
Replacement of all double panels with one continuos panel to eliminate any seam deterioration in future.

ITEM 30C-B: Furnish all materials, labor, and equipment for existing roof tear off, down to substrate. This item also includes all disposal costs.
1900 SF @ $14.11 per SF = ... $26,809.00

ITEM 39A-B: Furnish all materials, labor.and equipment to install galvanized steel sheet, .0276 inch with siliconized polyester coating.
1900 SF @ $16.28 per SF = ... $30,932.00
Estimated Repair Cost:
$57,741.00

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205



Summary

Section: PW Parking/Breakroom Building
Size: 12313
Overall Grade: C

Inspection Date: 03/21/2023
Inspector: Gary Stevens

Condition Summary

Membrane:	C
Flashings:	C
Sheet Metal:	C
Overall:	C

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2026

Recommendations

This roof consists of a silicone coated Metal roof system over steel purlins. The roof appears to be in poor condition along the seam locations. There was noted specific leak locations were provided to us at the time of this inspection. The roof has good drainage from center to North and South gutters and downspouts that discharge the water above ground.

We recommend that the roof panels be replaced to avoid major intrior damage and personal injury.

The outlined repairs should be performed under contract number 2019000166.
ITEM 30C-B: Furnish all materials, labor, and equipment for existing roof tear off, down to substrate. This item also includes all disposal costs.
1900 SF @ $14.11 per SF = ... $26,809.00

ITEM 39A-B: Furnish all materials, labor.and equipment to install galvanized steel sheet, .0276 inch with siliconized polyester coating.
1900 SF @ $16.28 per SF = ... $30,932.00

Estimated Repair Costs: $57,741.00

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205



Summary

Section:	PW Parking/Breakroom Building
Size:	12313
Overall Grade:	C
Inspection Date:	03/21/2023
Inspector:	Gary Stevens

2 - PW Parking/Breakroom Building (12,313 Sq Ft) Grade C

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Panel Damage Beyond Repair	53 LF	$57,741.00			
Total		$57,741.00	$0.00	$0.00	$0.00

PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL 34205

Budget Matrix
PW Parking/Breakroom-Bldg 33A
Bradenton, FL
12313 Sq Ft

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining



		Emergency	Remedial	Replacement	Coating
2 - PW Parking/Breakroom Building (12,313 Sq Ft) Grade C					
Projected Replacement: 2026					
Deficiency	**Qty**				
Panel Damage Beyond Repair	53 LF	$57,741.00			
Total		$57,741.00	$0.00	$0.00	$0.00

	Emergency	Remedial	Replacement	Coating
Budget Totals	**$57,741.00**	**$0.00**	**$0.00**	**$0.00**

Mar 23, 2023 - 1:44PM

Advanced Roofing, Inc - Tampa
1950 NW 22nd Street Fort Lauderdale, FL 33311

City of Bradenton Public Works
1300 6th Street West
Bradenton, FL 34205

PROPERTY:
PW Parking/Breakroom-Bldg 33A
1302 6th Street West
Bradenton, FL



Deficiency	Qty	Emergency	Remedial
Panel Damage Beyond Repair	53 LF	$57,741.00	$0.0
Total		$57,741.00	$0.00

☐ Emergency	$57,741.00
☐ Remedial	$0.00

1 - Payment terms: Due upon receipt

Signature: _____ Date: _____ $ _____

Printed Name: _____ PO # _____

N/A

Proposal Expiration Date: Apr 6, 2023

CITY OF BRADENTON

RESOLUTION NUMBER 23-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT CONTRACT NO. ARW43, WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its May 13, 2015 meeting, the City Council approved State Highway Lighting, Maintenance, and Compensation Agreement No. ARW43 (the "Agreement") for twenty (20) years with the Florida Department of Transportation ("FDOT"), whereby FDOT compensates the City of Bradenton to provide maintenance to various FDOT lighting or lighting systems located throughout the City; and

WHEREAS, at its March 23, 2022 meeting, the City Council approved an amendment to the Agreement (the "2022 Amendment"); and

WHEREAS, at its May 25, 2022 meeting, the City Council approved to ratify the Mayor's signature on the 2022 Amendment; and

WHEREAS, the City Council for the City of Bradenton now wishes to approve the Amendment under the Agreement for fiscal year 23/24, which is attached hereto ("Amendment"), authorizing the City to continue to undertake the traffic signal maintenance on the State Highway System within the jurisdictional boundaries of the City for compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, THAT:

1. The City of Bradenton hereby approves the Amendment.
2. The Mayor is authorized to execute said Amendment.
3. A certified copy of this Resolution shall be forwarded to FDOT.
4. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF MAY, 2023.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

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AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW43
FINANCIAL PROJECT NO. 413639-1-88-01
F.E.I.D. NO. F596000283001
AMENDMENT NO. 8

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this _____ day of _____, 2023___ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the City of Bradenton, Florida ("Maintaining Agency").

RECITALS:

WHEREAS, the Department and the Maintaining Agency on June 8, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.

2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.

3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month, and year set forth above.

CITY OF BRADENTON, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Gene Brown

Title: Mayor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: Mark Mathes, P.E.

Title: District Traffic Operations Engineer

DS
DC

Legal Review: _____

Attorney: _____ Date: _____

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1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
    a. Traffic signals ("TS"),
    b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
    c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
    d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
    e. Emergency/fire department signals ("FDS"),
    f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
    g. Blank out signs ("BOS"; including Lane Control Signs),
    h. Pedestrian hybrid beacons ("PHB"),
    i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
    j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

    All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

    a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
    b. Evidence of the costs incurred were included as an attachment to the invoice.

    Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

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6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

   A "Force Majeure Event" means the occurrence of:
   (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates its Mayor as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment ***(minus any retainage or forfeiture)*** as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

    a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).

    b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2024 **Maintaining Agency: City of Bradenton**

Effective Date: 7/1/2023 To: 6/30/2024 FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 45/US 41B	21ST AVE W	404		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 45/US 41B	17TH AVE W	405		$ 5,558					$ 391				$ 246					$ 688		$ 6,883
SR 45/US 41B	12TH AVE W	406		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 45/US 41B	9TH AVE W	407		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 45/US 41B	8TH AVE W	408		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 45/US 41B	9TH ST W	412		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 45/US 41B	SR 64 EB / 6TH AVE W	413		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 45/US 41B	SR 64 / MANATEE AVE	414		$ 5,558					$ 391			$ 123	$ 123					$ 688		$ 6,883
SR 45/US 41B	3RD AVE W	415		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 64/	10TH ST W	454		$ 5,558									$ 123							$ 5,681
SR 64/	SR 55/US 41/US 301/1ST ST	455		$ 5,558					$ 391				$ 123							$ 6,072
SR 64/	9TH ST E	456		$ 5,558									$ 123							$ 5,681
SR 64/	17TH ST E	457		$ 5,558					$ 391				$ 123							$ 6,072
SR 64/	27TH ST E	458		$ 5,558					$ 391			$ 123	$ 246					$ 688		$ 7,006
SR 64/	CARLTON ARMS BLVD	459		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 64/	43RD ST E/OAK LEAF BLVD	460		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 64/	48TH ST CT E	461		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 64/	15TH ST E	472		$ 5,558					$ 391				$ 246					$ 688		$ 6,883
SR 64/	9TH ST E	473		$ 5,558									$ 123					$ 688		$ 6,369
SR 64/	SR 55/US 41/US 301/1ST ST	474		$ 5,558					$ 391			$ 123	$ 123					$ 688		$ 6,883
SR 64/	10TH ST W	475		$ 5,558						$ 419			$ 123							$ 6,100
SR 70/	7TH AVE E	487		$ 5,558					$ 391				$ 123							$ 6,072
SR 55/US 41	13TH AVE E	499		$ 5,558					$ 391				$ 246					$ 688		$ 6,883
SR 55/US 41	9TH AVE / MLK JR AVE	500		$ 5,558					$ 391			$ 123	$ 123					$ 688		$ 6,883
SR 64/	75TH ST W	505		$ 5,558					$ 391	$ 419		$ 123	$ 246					$ 688		$ 7,425
SR 64/	VILLAGE GREEN PKWY	506		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 64/	67TH ST W	507		$ 5,558					$ 391				$ 123							$ 6,072
SR 64/	59TH ST W	508		$ 5,558					$ 391			$ 123	$ 246					$ 688		$ 7,006
SR 64/	51ST ST W	509		$ 5,558					$ 391				$ 123					$ 688		$ 6,760
SR 64/	43RD ST W	510		$ 5,558					$ 391			$ 123	$ 246					$ 688		$ 7,006
SR 64/	39TH ST W	511		$ 5,558					$ 391				$ 123							$ 6,072
SR 64/	26TH ST W	512		$ 5,558								$ 123	$ 246					$ 688		$ 6,615
SR 64/	15TH ST W	513		$ 5,558									$ 123					$ 688		$ 6,369
SR 64 EB	14TH ST W	514		$ 5,558									$ 123					$ 688		$ 6,369
SR 64/	13TH ST W	515		$ 5,558									$ 123							$ 5,681
SR 64/	12TH ST W	516		$ 5,558									$ 123					$ 688		$ 6,369
SR 64/	12TH ST W	517		$ 5,558									$ 123					$ 688		$ 6,369
SR 64/	13TH ST W	518		$ 5,558									$ 123							$ 5,681
SR 64 WB	14TH ST W	519		$ 5,558									$ 246					$ 688		$ 6,492
SR 64 EB	11TH St W	1519		$ 5,558					$ 391				$ 123							$ 6,072
SR 64 WB	11TH ST W/COURT ST	1520		$ 5,558					$ 391	$ 419			$ 123							$ 6,491
US 41B NB	13TH ST W (RRFB)	F184				$ 758														$ 758
US 41B SB	13TH ST W (RRFB)	F186				$ 758														$ 758
US 41B NB	11TH ST W (RRFB)	F187				$ 758														$ 758
US 41B SB	11TH ST W (RRFB)	F189				$ 758														$ 758
US 41B NB	12TH ST W (RRFB)	F191				$ 758														$ 758
SR 64 (Manatee Ave)	W OF 17th ST E	F209				$ 758														$ 758
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Median)	F210						$ 381												$ 381
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Shoulder)	F211						$ 381												$ 381
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Median)	F266						$ 381												$ 381
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Shoulder)	F267						$ 381												$ 381
SR 64 (Manatee Ave)	W OF 43RD ST W	F306				$ 758														$ 758

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EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2024 **Maintaining Agency:** **City of Bradenton**

Effective Date: 7/1/2023 **To: 6/30/2024** FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 64	Manatee Bridge (BlueToad)	SPID 321										$ 123	$ 123					$ 688		$ 934
SR 64	W end of Perico Island (MVDS 22)	VDS-Man.Br.										$ 123								$ 123
US 41/1st St	S of 11th Ave W (MVDS 51)	VDS-4111										$ 123								$ 123
US 41B/9th St W	N of 8th Ave W (MVDS 50)	VDS-4101										$ 123								$ 123
SR 64 EB/6th Ave W	W of 8th St W (MVDS 2)	VDS-4018										$ 123								$ 123
SR 64 EB/6th Ave W	E of 14th St W (MVDS 1)	VDS-4121										$ 123								$ 123
SR 64 EB/6th Ave E	E of 9th St E (MVDS 33)	VDS-4016										$ 123								$ 123
SR 64 WB/Manatee Ave E	E of 1st St (MVDS 6)	VDS-4113-1										$ 123								$ 123
US 41/1st St	S of SR 64 (MVDS 5)	VDS-4113-2										$ 123								$ 123
US 41B/9th St W	S of 3rd Ave W (MVDS 4)	VDS-4118										$ 123								$ 123
SR 64 WB/Manatee Ave W	E of 8th St W (MVDS 3)	VDS-4019										$ 123								$ 123
SR 64	W of 17th St E (MVDS 7)	VDS-4013										$ 123								$ 123
SR 64	E of 26th St W (MVDS 30)	VDS-4025										$ 123								$ 123
SR 64	W of Village Green (MVDS 29)	VDS-4031										$ 123				$ 2,027				$ 2,150
US 41B/14th St W	S of 17th Ave W (MVDS 47)	VDS-4081										$ 123								$ 123
																				$ -
																		Total Lump Sum *		$ 279,073

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 279,073

Maintaining Agency Gene Brown, Mayor Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

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EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

	Unit Compensation Rates per Unit on the State Highway System																
FY	Traffic Signals (TS) *Intersec-tion*	Traffic Signal - Interconnected & monitored (IMTS) *Intersection*	Intersection Control Beacon (ICB) *Intersection*	Pedestrian Flashing Beacon (PFB) *System*	Emergency Fire Dept. Signal (FDS) *System*	Speed Activated Warning Display (SAWD) *System*	Illuminated Street Name Signs (ISNS) *Intersection*	Blank Out Sign (BOS) *Device*	Traffic Warning Beacon (TWB) *System*	Probe Data Detection System (PDDS) *Device*	Uninterruptible Power Supply (UPS) *Device*	Connected Automated Vehicle Devices (CAVD) *Device*	Pedestrian Hybrid Beacon (PHB) *System*	Arterial Dynamic Message Sign (ADMS) *Device*	Passive Pedestrian Detection (PPD) *System*	Traffic Monitoring Camera (TrMC) *Device*	In-Roadway Warning Lights (IRWL) *System*
2021 -22	$ 3,573	$ 5,134	$ 896	$ 717	$ 1,252	$ 360		$ 360	$ 360	$ 115	$ 115	$ 514					
22-23	$3,670	$5,273	$921	$737	$1,286	$370		$370	$370	$119	$119	$527					
23-24	$ 3,910	$ 5,558	$ 947	$ 758	$ 1,323	$ 381	$ 391	$ 419	$ 381	$ 123	$ 123	$542	$ 2,645	$ 2,027	$ 1,644	$ 688	$ 658
2024 -25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025 -26	Based on the CPI, the compensation amounts will be revised.																

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Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing

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EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this Agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: Traffic Signal Maintenance and Compensation Agreement Manual.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

_____ _____
Maintaining Agency Date District Traffic Operations Engineer Date

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway
Bartow, FL 33830

JIM BOXOLD
SECRETARY

June 22, 2015

The Honorable Wayne Poston
Mayor
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

RE: Traffic Signal Maintenance and Compensation Agreement

Dear Mayor Poston:

I have enclosed a copy of the executed Exhibit A for Fiscal Year 2015/2016 for your files. This will provide for signal maintenance reimbursement as stipulated in the Traffic Signal Maintenance and Compensation Agreement.

If you have any questions regarding this matter please contact me at (863) 519-2206.

Sincerely,

Steve Miller
Traffic Operations Specialist

SM:ca

Enclosure

cc: Claude Tankersley, P.E., Director of Public Works, City of Bradenton

SharePoint\TrafficOps\Admin\Typing Files\Drafts\Executed Exhibit A FY15-16\City of Bradenton.doc

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW43
FINANCIAL PROJECT NO. 413639 1 SS01
F.E.I.D. NO. VF596000088001

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 8TH day of JUNE 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Bradenton, Florida, ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under City Council to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, $1/12^{th}$ of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Bradenton, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Wayne Poston

Title: Mayor

Attest: _____

Attorney: _____ Date: 5.13.15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: LK Nandam

Title: District Traffic Operations Engineer

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2015/2016
Effective Date: 7/1/2015 To: 6/30/2016

Maintaining Agency: Bradenton

Intersection Locations		Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD) or Blank Out	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR 45/US 41B	21ST AVE W	$3,040									$ 3,040.00
SR 45/US 41B	17TH AVE W	$3,040									$ 3,040.00
SR 45/US 41B	12TH AVE W	$3,040									$ 3,040.00
SR 45/US 41B	9TH AVE W	$3,040									$ 3,040.00
SR 45/US 41B	8TH AVE W	$3,040									$ 3,040.00
SR 45/US 41B	9TH ST W	$3,040									$ 3,040.00
SR 45/US 41B	SR 64 EB / 6TH AVE W	$3,040									$ 3,040.00
SR 45/US 41B	SR 64 / MANATEE AVE	$3,040									$ 3,040.00
SR 45/US 41B	3RD AVE W	$3,040									$ 3,040.00
SR 64/	10TH ST W	$3,040									$ 3,040.00
SR 64/	SR 55/US 41/US 301/1ST ST	$3,040									$ 3,040.00
SR 64/	9TH ST E	$3,040									$ 3,040.00
SR 64/	17TH ST E	$3,040									$ 3,040.00
SR 64/	27TH ST E	$3,040									$ 3,040.00
SR 64/	CARLTON ARMS BLVD	$3,040									$ 3,040.00
SR 64/	43RD ST E/OAK LEAF BLVD	$3,040									$ 3,040.00
SR 64/	48TH ST CT E	$3,040									$ 3,040.00
SR 64/	15TH ST E	$3,040									$ 3,040.00
SR 64/	9TH ST E	$3,040									$ 3,040.00
SR 64/	SR 55/US 41/US 301/1ST ST	$3,040									$ 3,040.00
SR 64/	10TH ST W	$3,040									$ 3,040.00
SR 70/	9TH AVE E	$3,040									$ 3,040.00
SR 70/	7TH AVE E	$3,040									$ 3,040.00
SR 55/US 41	13TH AVE E	$3,040									$ 3,040.00
SR 55/US 41	9TH AVE / MLK JR AVE	$3,040									$ 3,040.00
SR 64/	75TH ST W	$3,040						$304			$ 3,344.00
SR 64/	VILLAGE GREEN PKWY	$3,040									$ 3,040.00
SR 64/	67TH ST W	$3,040									$ 3,040.00
SR 64/	59TH ST W	$3,040									$ 3,040.00
SR 64/	51ST ST W	$3,040									$ 3,040.00
SR 64/	43RD ST W	$3,040									$ 3,040.00
SR 64/	39TH ST W	$3,040									$ 3,040.00
SR 64/	26TH ST W	$3,040									$ 3,040.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2015/2016
Effective Date: 7/1/2015 To: 6/30/2016

Maintaining Agency: Bradenton

Intersection Locations		Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD) or Blank Out	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR 64/	15TH STREET WEST	$3,040									$ 3,040.00
SR 64/	14TH ST W	$3,040									$ 3,040.00
SR 64/	13TH ST W	$3,040									$ 3,040.00
SR 64/	12TH ST W	$3,040									$ 3,040.00
SR 64/	12TH ST W	$3,040									$ 3,040.00
SR 64/	13TH ST W	$3,040									$ 3,040.00
SR 64/	14TH ST W	$3,040									$ 3,040.00
EB SR 64 (Manatee Ave)	W-O 17th St E					$608					$ 608.00
EB SR 64 (Manatee Ave)	W-O 43rd St W					$608					$ 608.00
									Total Lump Sum*		$ 123,120.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 123,120.00

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: IFB-20-01RW Extension Agreement with Gator Grading & Paving

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 24th day of May 2023, between the City Of Bradenton, and Gator Grading and Paving, LLC. Whereas, the City desires to obtain miscellaneous road construction and materials services from Contractor for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued IFB-20-01RW to fill the need for such services; and
Whereas, the term of this Contract is one (1) year commencing on the date of execution of the Contract, and CITY may, at its option renew this Contract at the end of the Term for one (1) one (1) year extension.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve IFB-20-01RW Extension Agreement with Gator Grading & Paving.

ATTACHMENTS:
IFB-20-01RW with Gator Grading & Paving

City of Bradenton, Florida

Continuing Services Agreement

IFB 20-01RW: Miscellaneous Road Construction and Materials Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 24th day of May 2023, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Gator Grading and Paving, LLC (herein after referred to as "CONTRACTOR"), with a principal office located at 2704 105th Street East, Palmetto, Florida 34221.

WHEREAS, the CITY desires to obtain miscellaneous road construction and materials services from CONTRACTOR for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued IFB-20-01RW to fill the need for such services; and

WHEREAS, the term of this Contract is one (1) year commencing on the date of execution of the Contract, and CITY may, at its option renew this Contract at the end of the Term for one (1) one (1) year extension; and

WHEREAS, the CITY retains CONTRACTOR to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONTRACTOR for such services in accordance with this Contract.

NOW, THEREFORE, the CITY and CONTRACTOR, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Invitation for Bid and Response**. The Invitation for Bid (IFB) 20-01RW and the CONTRACTOR's response are attached hereto and incorporated herein as Exhibit "A." In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONTRACTOR's response and third looking to the IFB.

3. **Scope of Services**.

3.1 The CONTRACTOR's services consist of those services performed by the CONTRACTOR, CONTRACTOR's employees, and CONTRACTOR's Sub-Contractors as enumerated and described in the IFB and CONTRACTOR's response thereto.

3.2 The CONTRACTOR 's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONTRACTOR shall submit for the CITY's approval, a proposal for the performance of the CONTRACTOR's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONTRACTOR or CITY.

3.3 All services rendered by the CONTRACTOR shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONTRACTOR to the CITY prior to services being rendered.

3.4 CONTRACTOR shall guarantee the services performed in accordance with the terms of the IFB.

4. **Time of Completion**. CONTRACTOR shall commence services upon receipt of a written notice signed by the CITY's Representative. CONTRACTOR shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project-by-project basis. CONTRACTOR shall complete work in accordance with the schedule. The CONTRACTOR acknowledges the importance to the CITY of the CITY's project schedule and agrees to perform the services under this Contract with due diligence in a manner consistent with the project schedule and sound professional practices. Liquidated damages will not be applicable under this Contract.

5. **Fees**. Payment will be made in accordance with the terms of the IFB and the standard rate schedule attached hereto and incorporated herein as Exhibit "B."

6. **Insurance**. The CONTRACTOR shall procure and maintain at the CONTRACTOR's own expense, insurance in accordance with the terms of the IFB.

7. **Indemnification**. The CONTRACTOR covenants and agrees to indemnify and save harmless the CITY, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any

orders, judgments, or decrees, which may be entered against the CITY, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute Section 768.28.

8. **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONTRACTOR.

   8.1 In the event of termination, the CITY shall pay the CONTRACTOR for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONTRACTOR for payment to CONTRACTOR of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

9. **Term**. The term of this Contract is for a period of one (1) year, commencing on the date of execution of this Contract. The CITY reserves the right, upon mutual agreement of the Parties to extend this Contract up to one (1) time, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11. **Subcontractors**. Any proposed subcontractors the CONTRACTOR wishes to utilize as part of its services shall be in accordance with the terms of the IFB.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Contract upon the terms and conditions above stated, this 10th day of May, 2023.

CONTRACTOR

By: _____

William E. Hicks
VP/COO - Gator Grading & Paving, LLC

Witness for CONTRACTOR:

By: _____

CITY

City of Bradenton
1411 9th Street West
Bradenton, Florida 34205

By: _____

Gene Brown
Mayor, City of Bradenton

Witness for CITY:

By: _____

Tamara Melton
City Clerk

Approved as to Form:

By: _____

Scott Rudacille
City Attorney

Attachments

Exhibit A – IFB and Contractor's Response
Exhibit B - Standard Rate Schedule

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-20-01MK Second Extension with Advanced Roofing

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This SECOND CONTRACT EXTENSION of PB-20-01MK (the "Second Extension"), is made this 24th day of May 2023, between the CITY OF BRADENTON and ADVANCED ROOFING, INC. WHEREAS, the City and Contractor entered into PB-20-01MK (the "Contract") on
February 12, 2020, whereby Contractor was to provide the City with roofing maintenance and
repairs, including labor and equipment necessary to provide the commodities/services required.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Extension Agreement PB-20-01MK with Advanced Roofing.

ATTACHMENTS:
Extension PB-20-01MK with Advanced Roofing

Second Contract Extension of PB-20-01MK between Advanced Roofing, Inc. and the City of Bradenton

This SECOND CONTRACT EXTENSION of PB-20-01MK (the "Second Extension"), is made this 24th day of May 2023, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and ADVANCED ROOFING, INC. (hereafter referred to as "Contractor), with a principal office located at 1950 NW 22nd Street, Ft. Lauderdale, Florida 33311.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-20-01MK (the "Contract") on February 12, 2020, whereby Contractor was to provide the City with roofing maintenance and repairs, including labor and equipment necessary to provide the commodities/services required;

WHEREAS, the Contract was a piggyback contract from a City of Sunrise contract (the "Sunrise Contract") with the Contractor;

WHEREAS, the Sunrise Contract's contract provided for an initial contract period of three years, from June 1, 2019 through May 31, 2022;

WHEREAS, the initial Contract with the City provided for a three-year term, but was unclear as to whether it would terminate on May 31, 2022, or February 11, 2023;

WHEREAS, in an abundance of caution, the Parties elected to utilize the May 31, 2022, termination date for the initial Contract;

WHEREAS, the Contract allows the option to renew for three (3) additional one-year periods;

WHEREAS, the Parties extended the term of the Contract an additional one-year period to May 31, 2023 pursuant to that certain Contract Extension of PB-20-01MK between Advanced Roofing, Inc. and the City of Bradenton (the "First Extension");

WHEREAS, the Parties desire to extend the term of the Contract for an additional one-year period to May 31, 2024;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the

provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Second Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on May 31, 2024.
   b. Price. There shall be a CPI increase of 6% to the pricing included in the Contract, as reflected in the project cost sheet, attached hereto and incorporated herein as Exhibit "A."
3. **Affirmation**. Except as amended by the terms of this Second Extension, all other terms, covenants and conditions of the Contract and the First Extension, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts**. This Second Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Second Contract Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Second Extension, upon the terms and conditions above stated, this 12th day of May, 2023.

_____	05.12.2023
Robert P. Kornahrens	Date
President, Advanced Roofing, Inc.	
_____	_____
Gene Brown	Date
Mayor, City of Bradenton	
_____	05/16/2023
Jim McLellan, P.E., Director	Date
Director of Public Works and Utilities, City of Bradenton	

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement Between the City of Bradenton and Axon Enterprise, Inc.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Approval of Agreement Between the City of Bradenton and Axon Enterprise, Inc. for purchase of tasers and body-worn cameras.

SUGGESTED MOTION:
Approval

ATTACHMENTS:
Agreement with Axon Enterprise, Inc.

AXON

First Amendment to Agreement Between the City of Bradenton and Axon Enterprise, Inc.

This First Amendment (**"Amendment"**) is between Axon Enterprise, Inc. (**"Contractor"**) and the City of Bradenton (**"Agency"**). This Amendment is effective as of the last signature date on this Amendment. Contractor and the Agency are each a **"Party"** and collectively **"Parties"**.

On September 1, 2021, the Parties entered into a Master Services and Purchasing Agreement between the City of Brandenton and Axon Enterprise, Inc. (the **"Agreement"**), for the Agency's purchase of Body-Worn Camera System Services. The Parties now wish to incorporate certain changes into the Agreement. The Parties therefore agree as follows:

1. Section 3. Term in the main body of the Agreement is hereby amended as follows:
   "Upon completion of the Subscription Term, the Subscription Term may renew for an additional 5 years (**"Renewal Term"**) upon execution of a new quote, unless terminated by either Party by a thirty (30) day written notice prior to the completion of the Subscription Term".
2. The attached are hereby incorporated into the Agreement:
   a. Taser 10 Appendix related to the purchase of TASER 10s by the Agency (**"Exhibit A"**).
   b. Quote # Q-483435-45061.892BR for the purchase of TASER 10s by the Agency (**"Exhibit B"**)
   c. City of Bradenton Information Security Vendor Addendum Rev. 1.2 ("**Exhibit C**") which shall replace the current Addendum which is attached to the Agreement.
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**City of Bradenton**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AXON

EXHIBIT A

AXON

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

AXON

EXHIBIT B

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-483435-45061.892BR

Issued: 05/15/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 115454
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-100 10th St W 100 10th St W Bradenton, FL 34205-8634 USA	Bradenton Police Dept. - FL 100 10th St W Bradenton, FL 34205-8634 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Melanie Bevan Phone: (941) 932-9357 Email: melanie.bevan@bradentonpd.com Fax: (941) 708-6225

Quote Summary

Program Length	62.4516 Months
TOTAL COST	$1,246,216.36
ESTIMATED TOTAL W/ TAX	$1,246,216.36

Discount Summary

Average Savings Per Year	$95,696.59
TOTAL SAVINGS	$498,033.74

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	($19,425.45)	$0.00	($19,425.45)
Nov 2023	$248,403.17	$0.00	$248,403.17
Nov 2024	$253,387.64	$0.00	$253,387.64
Nov 2025	$260,861.35	$0.00	$260,861.35
Nov 2026	$254,617.78	$0.00	$254,617.78
Nov 2027	$248,371.87	$0.00	$248,371.87
Total	**$1,246,216.36**	**$0.00**	**$1,246,216.36**

Quote Unbundled Price:	**$1,744,250.10**
Quote List Price:	**$1,599,877.52**
Quote Subtotal:	**$1,246,216.36**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	SOFTWARE CREDIT - PRIOR CONTRACT	1			$1.00	($4,239.39)	($4,239.39)	$0.00	($4,239.39)
100552	TAP CREDIT - PRIOR CONTRACT	1			$1.00	($15,178.87)	($15,178.87)	$0.00	($15,178.87)
T10Cert	Taser 10 Certification Bundle	120	60	$84.11	$75.83	$68.24	$491,328.00	$0.00	$491,328.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	26	$13.66	$33.30	$30.01	$2,340.82	$0.00	$2,340.82
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	91	26	$6.45	$11.45	$9.66	$22,866.02	$0.00	$22,866.02
BWCamTAP	Body Worn Camera TAP Bundle	91	26	$7.93	$31.22	$21.75	$51,460.59	$0.00	$51,460.59
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	26	$6.45	$11.45	$10.54	$548.04	$0.00	$548.04
BWCamTAP	Body Worn Camera TAP Bundle	2	26	$7.68	$31.22	$31.08	$1,616.10	$0.00	$1,616.10
BWCamTAP	Body Worn Camera TAP Bundle	10	26	$7.68	$31.22	$28.48	$7,406.00	$0.00	$7,406.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	93	36	$20.67	$11.45	$11.45	$38,334.60	$0.00	$38,334.60
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	36	$112.05	$33.30	$23.81	$2,571.48	$0.00	$2,571.48
BWCamTAP	Body Worn Camera TAP Bundle	115	36	$61.63	$31.22	$31.22	$129,250.80	$0.00	$129,250.80
BWCamTAP	Body Worn Camera TAP Bundle	16	60	$37.87	$32.50	$32.50	$31,200.00	$0.00	$31,200.00
T00001	FLEX POV TAP BUNDLE	16	60	$5.00	$7.04	$7.04	$6,758.40	$0.00	$6,758.40
BWCamTAP	Body Worn Camera TAP Bundle	12	24	$4.07	$30.60	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
75015	SIGNAL SIDEARM KIT	22			$249.00	$249.00	$5,478.00	$0.00	$5,478.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	44			$1.00	$1.00	$44.00	$0.00	$44.00
T7Dock	2021 T7 Dock	1			$1,675.84	$1,668.25	$1,668.25	$0.00	$1,668.25
H00001	AB4 Camera Bundle	115			$1,698.00	$88.59	$10,188.00	$0.00	$10,188.00
H00002	AB4 Multi Bay Dock Bundle	3			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00003	AB4 1-Bay Dock Bundle	93			$229.00	$0.00	$0.00	$0.00	$0.00
H00004	FLEX POV BUNDLE	16			$249.00	$249.00	$3,984.00	$0.00	$3,984.00
H00001	AB4 Camera Bundle	16			$849.00	$849.00	$13,584.00	$0.00	$13,584.00
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	91	26		$9.22	$9.57	$22,653.54	$0.00	$22,653.54
73682	AUTO TAGGING LICENSE	115	36		$9.37	$9.37	$38,791.80	$0.00	$38,791.80
73478	REDACTION ASSISTANT USER LICENSE	12	26		$9.22	$9.16	$2,856.60	$0.00	$2,856.60
73682	AUTO TAGGING LICENSE	91	26		$9.22	$9.57	$22,653.54	$0.00	$22,653.54
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	103	26		$24.58	$24.42	$65,384.40	$0.00	$65,384.40
73478	REDACTION ASSISTANT USER LICENSE	115	36		$9.37	$9.37	$38,791.80	$0.00	$38,791.80
73682	AUTO TAGGING LICENSE	12	26		$9.22	$9.16	$2,856.60	$0.00	$2,856.60
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	115	36		$24.98	$24.98	$103,417.20	$0.00	$103,417.20
BasicLicense	Basic License Bundle	120	26		$15.92	$15.26	$47,610.00	$0.00	$47,610.00
ProLicense	Pro License Bundle	21	26		$40.50	$39.68	$21,662.55	$0.00	$21,662.55

BasicLicense	Basic License Bundle	120	36	$16.18	$11.03	$47,650.80	$0.00	$47,650.80
ProLicense	Pro License Bundle	21	36	$41.16	$40.58	$30,678.69	$0.00	$30,678.69
A la Carte Services								
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1		$6,800.00	$0.00	$0.00	$0.00	$0.00
Total						**$1,246,216.36**	**$0.00**	**$1,246,216.36**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 T7 Dock	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	11/15/2023
2021 T7 Dock	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/15/2023
2021 T7 Dock	74200	TASER 7 6-BAY DOCK AND CORE	1	11/15/2023
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - 1 BAY DOCK	93	11/15/2023
AB4 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	93	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	103	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	16	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	3	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	12	11/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB3 OR FLEX 2	127	11/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB3 OR FLEX 2	18	11/15/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	127	11/15/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	18	11/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	11/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	11/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	11/15/2023
FLEX POV BUNDLE	100200	FLEX POV MODULE	16	11/15/2023
FLEX POV BUNDLE	100852	AXON BODY 4 POV C-CLIP	16	11/15/2023
FLEX POV BUNDLE	100854	AXON BODY 4 POV TACTICAL SWAT KIT W/ARC RAIL	18	11/15/2023
FLEX POV BUNDLE	100958	AXON FLEX POV MODULE CABLE 48 IN.	16	11/15/2023
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	120	11/15/2023
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	4	11/15/2023
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	120	11/15/2023
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	4	11/15/2023
Taser 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	5	11/15/2023
Taser 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	5	11/15/2023
Taser 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	5	11/15/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	2400	11/15/2023
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	720	11/15/2023
Taser 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	48	11/15/2023
Taser 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	110	11/15/2023
Taser 10 Certification Bundle	100613	TASER 10 SAFARILAND HOLSTER, LH	10	11/15/2023
Taser 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	3	11/15/2023
Taser 10 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	120	11/15/2023
Taser 10 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	21	11/15/2023
Taser 10 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	4	11/15/2023
Taser 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	11/15/2023
Taser 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	11/15/2023
Taser 10 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	2	11/15/2023
Taser 10 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	11/15/2023

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	11/15/2023
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	44	11/15/2023
A la Carte	75015	SIGNAL SIDEARM KIT	22	11/15/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	240	11/15/2024
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	720	11/15/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	240	11/15/2025
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	720	11/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	05/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	05/15/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	93	05/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	118	05/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	16	05/15/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	240	11/15/2026
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	720	11/15/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	240	11/15/2027
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	720	11/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	11/15/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	93	11/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	118	11/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	16	11/15/2028
FLEX POV TAP BUNDLE	100976	FLEX POV REFRESH ONE	16	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	10/01/2023	12/14/2025
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	120	10/01/2023	12/14/2025
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	63	10/01/2023	12/14/2025
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	21	10/01/2023	12/14/2025
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	91	10/01/2023	12/14/2025
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	12	10/01/2023	12/14/2025
A la Carte	73682	AUTO TAGGING LICENSE	91	10/01/2023	12/14/2025
A la Carte	73682	AUTO TAGGING LICENSE	12	10/01/2023	12/14/2025
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	103	10/01/2023	12/14/2025
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	120	12/15/2023	12/14/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	2	12/15/2023	12/14/2028
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	12/15/2025	12/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	120	12/15/2025	12/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	63	12/15/2025	12/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	21	12/15/2025	12/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	115	12/15/2025	12/14/2028
A la Carte	73682	AUTO TAGGING LICENSE	115	12/15/2025	12/14/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	115	12/15/2025	12/14/2028

Services

Bundle	Item	Description	QTY

Services

Bundle	Item	Description	QTY
Taser 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	120
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	10/01/2023	12/14/2025
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	91	10/01/2023	12/14/2025
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	2	10/01/2023	12/14/2025
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	91	10/01/2023	12/14/2025
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	3	10/01/2023	12/14/2025
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	10	10/01/2023	12/14/2025
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	10/01/2023	12/14/2025
2021 T7 Dock	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	11/15/2024	12/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	16	11/15/2024	12/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	12	11/15/2024	12/14/2025
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	120	11/15/2024	12/14/2028
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	4	11/15/2024	12/14/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	120	11/15/2024	12/14/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	11/15/2024	12/14/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	21	11/15/2024	12/14/2028
Taser 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	11/15/2024	12/14/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	12/15/2025	12/14/2028
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	93	12/15/2025	12/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	115	12/15/2025	12/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	3	12/15/2025	12/14/2028

Payment Details

Oct 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Invoice Upon Fulfillment	100552	TAP CREDIT - PRIOR CONTRACT	1	($15,178.87)	$0.00	($15,178.87)
Invoice Upon Fulfillment	100553	SOFTWARE CREDIT - PRIOR CONTRACT	1	($4,239.39)	$0.00	($4,239.39)
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	91	($7.19)	$0.00	($7.19)
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	2	$0.00	$0.00	$0.00
Total				**($19,425.45)**	**$0.00**	**($19,425.45)**

Nov 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 1 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	16	$312.00	$0.00	$312.00
Annual Payment 1 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	12	$0.00	$0.00	$0.00
Annual Payment 1 - New POV Bundle TAP	T00001	FLEX POV TAP BUNDLE	16	$67.58	$0.00	$67.58
Annual Payment 1 - T10 Cert	T10Cert	Taser 10 Certification Bundle	120	$90,712.46	$0.00	$90,712.46
Payment 1 - Software & TAP - Prior Contract Pricing	73478	REDACTION ASSISTANT USER LICENSE	91	$10,194.09	$0.00	$10,194.09
Payment 1 - Software & TAP - Prior Contract Pricing	73478	REDACTION ASSISTANT USER LICENSE	12	$1,285.47	$0.00	$1,285.47
Payment 1 - Software & TAP - Prior Contract Pricing	73682	AUTO TAGGING LICENSE	91	$10,194.09	$0.00	$10,194.09
Payment 1 - Software & TAP - Prior Contract Pricing	73682	AUTO TAGGING LICENSE	12	$1,285.47	$0.00	$1,285.47
Payment 1 - Software & TAP - Prior Contract Pricing	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	103	$29,422.98	$0.00	$29,422.98
Payment 1 - Software & TAP - Prior Contract Pricing	BasicLicense	Basic License Bundle	120	$21,424.50	$0.00	$21,424.50
Payment 1 - Software & TAP - Prior Contract Pricing	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,053.36	$0.00	$1,053.36
Payment 1 - Software & TAP - Prior Contract Pricing	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	91	$10,289.71	$0.00	$10,289.71
Payment 1 - Software & TAP - Prior Contract Pricing	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	$246.62	$0.00	$246.62
Payment 1 - Software & TAP - Prior Contract Pricing	BWCamTAP	Body Worn Camera TAP Bundle	91	$23,160.50	$0.00	$23,160.50
Payment 1 - Software & TAP - Prior Contract Pricing	BWCamTAP	Body Worn Camera TAP Bundle	10	$3,332.70	$0.00	$3,332.70
Payment 1 - Software & TAP - Prior Contract Pricing	BWCamTAP	Body Worn Camera TAP Bundle	2	$727.24	$0.00	$727.24
Payment 1 - Software & TAP - Prior Contract Pricing	ProLicense	Pro License Bundle	21	$9,748.15	$0.00	$9,748.15

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	44	$44.00	$0.00	$44.00
Upfront Hardware	75015	SIGNAL SIDEARM KIT	22	$5,478.00	$0.00	$5,478.00
Upfront Hardware	H00001	AB4 Camera Bundle	115	$10,188.00	$0.00	$10,188.00
Upfront Hardware	H00001	AB4 Camera Bundle	16	$13,584.00	$0.00	$13,584.00
Upfront Hardware	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Upfront Hardware	H00003	AB4 1-Bay Dock Bundle	93	$0.00	$0.00	$0.00
Upfront Hardware	H00004	FLEX POV BUNDLE	16	$3,984.00	$0.00	$3,984.00
Upfront Hardware	T7Dock	2021 T7 Dock	1	$1,668.25	$0.00	$1,668.25
Total				**$248,403.17**	**$0.00**	**$248,403.17**

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	16	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	12	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	T00001	FLEX POV TAP BUNDLE	16	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	16	$7,800.00	$0.00	$7,800.00
Annual Payment 2 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	12	$0.00	$0.00	$0.00
Annual Payment 2 - New POV Bundle TAP	T00001	FLEX POV TAP BUNDLE	16	$1,689.60	$0.00	$1,689.60
Annual Payment 2 - Software & TAP - Prior Contract Pricing	73478	REDACTION ASSISTANT USER LICENSE	91	$12,459.45	$0.00	$12,459.45
Annual Payment 2 - Software & TAP - Prior Contract Pricing	73478	REDACTION ASSISTANT USER LICENSE	12	$1,571.13	$0.00	$1,571.13
Annual Payment 2 - Software & TAP - Prior Contract Pricing	73682	AUTO TAGGING LICENSE	91	$12,459.45	$0.00	$12,459.45
Annual Payment 2 - Software & TAP - Prior Contract Pricing	73682	AUTO TAGGING LICENSE	12	$1,571.13	$0.00	$1,571.13
Annual Payment 2 - Software & TAP - Prior Contract Pricing	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	103	$35,961.42	$0.00	$35,961.42
Annual Payment 2 - Software & TAP - Prior Contract Pricing	BasicLicense	Basic License Bundle	120	$26,185.50	$0.00	$26,185.50
Annual Payment 2 - Software & TAP - Prior Contract Pricing	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,287.46	$0.00	$1,287.46
Annual Payment 2 - Software & TAP - Prior Contract Pricing	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	91	$12,576.31	$0.00	$12,576.31
Annual Payment 2 - Software & TAP - Prior Contract Pricing	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	$301.42	$0.00	$301.42
Annual Payment 2 - Software & TAP - Prior Contract Pricing	BWCamTAP	Body Worn Camera TAP Bundle	91	$28,307.28	$0.00	$28,307.28
Annual Payment 2 - Software	BWCamTAP	Body Worn Camera TAP Bundle	10	$4,073.30	$0.00	$4,073.30

Nov 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
& TAP - Prior Contract Pricing						
Annual Payment 2 - Software & TAP - Prior Contract Pricing	BWCamTAP	Body Worn Camera TAP Bundle	2	$888.86	$0.00	$888.86
Annual Payment 2 - Software & TAP - Prior Contract Pricing	ProLicense	Pro License Bundle	21	$11,914.40	$0.00	$11,914.40
Annual Payment 2 - T10 Cert	T10Cert	Taser 10 Certification Bundle	120	$94,340.93	$0.00	$94,340.93
Total				**$253,387.64**	**$0.00**	**$253,387.64**

Nov 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 1 - Software & TAP - Current Pricing	73478	REDACTION ASSISTANT USER LICENSE	115	$13,842.37	$0.00	$13,842.37
Annual Payment 1 - Software & TAP - Current Pricing	73682	AUTO TAGGING LICENSE	115	$13,842.37	$0.00	$13,842.37
Annual Payment 1 - Software & TAP - Current Pricing	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	115	$36,903.14	$0.00	$36,903.14
Annual Payment 1 - Software & TAP - Current Pricing	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 1 - Software & TAP - Current Pricing	BasicLicense	Basic License Bundle	120	$17,003.59	$0.00	$17,003.59
Annual Payment 1 - Software & TAP - Current Pricing	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$917.60	$0.00	$917.60
Annual Payment 1 - Software & TAP - Current Pricing	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	93	$13,679.23	$0.00	$13,679.23
Annual Payment 1 - Software & TAP - Current Pricing	BWCamTAP	Body Worn Camera TAP Bundle	115	$46,121.53	$0.00	$46,121.53
Annual Payment 1 - Software & TAP - Current Pricing	ProLicense	Pro License Bundle	21	$10,947.31	$0.00	$10,947.31
Annual Payment 3 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	16	$7,800.00	$0.00	$7,800.00
Annual Payment 3 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	12	$0.00	$0.00	$0.00
Annual Payment 3 - New POV Bundle TAP	T00001	FLEX POV TAP BUNDLE	16	$1,689.60	$0.00	$1,689.60
Annual Payment 3 - T10 Cert	T10Cert	Taser 10 Certification Bundle	120	$98,114.61	$0.00	$98,114.61
Total				**$260,861.35**	**$0.00**	**$260,861.35**

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	93	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Nov 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 2 - Software	73478	REDACTION ASSISTANT USER LICENSE	115	$12,923.97	$0.00	$12,923.97

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
& TAP - Current Pricing						
Annual Payment 2 - Software & TAP - Current Pricing	73682	AUTO TAGGING LICENSE	115	$12,923.97	$0.00	$12,923.97
Annual Payment 2 - Software & TAP - Current Pricing	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	115	$34,454.73	$0.00	$34,454.73
Annual Payment 2 - Software & TAP - Current Pricing	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 2 - Software & TAP - Current Pricing	BasicLicense	Basic License Bundle	120	$15,875.46	$0.00	$15,875.46
Annual Payment 2 - Software & TAP - Current Pricing	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$856.71	$0.00	$856.71
Annual Payment 2 - Software & TAP - Current Pricing	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	93	$12,771.65	$0.00	$12,771.65
Annual Payment 2 - Software & TAP - Current Pricing	BWCamTAP	Body Worn Camera TAP Bundle	115	$43,061.51	$0.00	$43,061.51
Annual Payment 2 - Software & TAP - Current Pricing	ProLicense	Pro License Bundle	21	$10,220.99	$0.00	$10,220.99
Annual Payment 4 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	16	$7,800.00	$0.00	$7,800.00
Annual Payment 4 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	12	$0.00	$0.00	$0.00
Annual Payment 4 - New POV Bundle TAP	T00001	FLEX POV TAP BUNDLE	16	$1,689.60	$0.00	$1,689.60
Annual Payment 4 - T10 Cert	T10Cert	Taser 10 Certification Bundle	120	$102,039.19	$0.00	$102,039.19
Total				**$254,617.78**	**$0.00**	**$254,617.78**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3 - Software & TAP - Current Pricing	73478	REDACTION ASSISTANT USER LICENSE	115	$12,025.46	$0.00	$12,025.46
Annual Payment 3 - Software & TAP - Current Pricing	73682	AUTO TAGGING LICENSE	115	$12,025.46	$0.00	$12,025.46
Annual Payment 3 - Software & TAP - Current Pricing	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	115	$32,059.33	$0.00	$32,059.33
Annual Payment 3 - Software & TAP - Current Pricing	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 3 - Software & TAP - Current Pricing	BasicLicense	Basic License Bundle	120	$14,771.75	$0.00	$14,771.75
Annual Payment 3 - Software & TAP - Current Pricing	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$797.17	$0.00	$797.17
Annual Payment 3 - Software & TAP - Current Pricing	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	93	$11,883.72	$0.00	$11,883.72
Annual Payment 3 - Software & TAP - Current Pricing	BWCamTAP	Body Worn Camera TAP Bundle	115	$40,067.76	$0.00	$40,067.76
Annual Payment 3 - Software & TAP - Current Pricing	ProLicense	Pro License Bundle	21	$9,510.39	$0.00	$9,510.39
Annual Payment 5 - New	BWCamTAP	Body Worn Camera TAP Bundle	16	$7,488.00	$0.00	$7,488.00

Nov 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
POV Bundle TAP						
Annual Payment 5 - New POV Bundle TAP	BWCamTAP	Body Worn Camera TAP Bundle	12	$0.00	$0.00	$0.00
Annual Payment 5 - New POV Bundle TAP	T00001	FLEX POV TAP BUNDLE	16	$1,622.02	$0.00	$1,622.02
Annual Payment 5 - T10 Cert	T10Cert	Taser 10 Certification Bundle	120	$106,120.81	$0.00	$106,120.81
Total				**$248,371.87**	**$0.00**	**$248,371.87**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00034253 (originated via Q-264958) and is terminating that contract upon the new license start date (10/01/2023) of this quote. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon. The parties agree that Axon is granting a credit of $19,418.26 to credit invoiced, but undelivered services. This credit is contingent upon payment in full of the following amounts:

INUS# INUS138028 - Q-438707 - 02/15/2023 - $5,580.00

INUS# INUS150465 - Q-383073 - 04/12/2023 - $11,514.00

These represent valid payment obligations expected to be paid upon their respective due dates.

Signature

Date Signed

5/15/2023



AXON

EXHIBIT C

CITY OF BRADENTON INFORMATION SECURITY VENDOR ADDENDUM Rev. 1.2

City of Bradenton Information Security Vendor Addendum Rev 1.2A

May 19, 2023

PURPOSE: The purpose of these requirements ("Requirements") is to establish minimum information security standards and data privacy requirements for any person or entity that performs services for the City of Bradenton's (herein referred to as "City") by Axon Enterprise, Inc., (herein referred to as "Vendor"). Vendor must handle, treat, and otherwise protect the City in accordance with these Requirements and any contractual agreement between such Vendor and the City.

1.1 Compliance: Vendor shall comply with all applicable privacy and security laws to which it is subject, and shall not by act or omission place the City in violation of any applicable privacy or security law, including without limitation HIPAA. Vendor policies and practices must comply with all applicable laws, regulations, and contractual obligations under its agreements with the City. Where local laws appear to prevent compliance with these Requirements, Vendor is responsible for notifying the City to determine appropriate compensating controls.

1.2 Third Party Disclosure: Vendor shall not disclose City Data to any third party (including, without limitation, Vendor's subsidiaries and affiliates and any person or entity acting on behalf of Vendor) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out Vendor's obligations under its agreements with the City; (B) such third party is bound by the same provisions and obligations as set forth in these Requirements; (C) Vendor has received the City's prior written consent; and (D) Vendor remains responsible for any breach of the obligations set forth herein to the same extent as if Vendor caused such breach.

1.3 Breach Notification: Vendor shall notify the City immediately but in no event later than 24 hours from the date of obtaining actual knowledge of any Data Security Breach, regardless if City Data is believed to be involved in the breach, and, at Vendor's cost and expense, assist and cooperate with the City concerning any investigation, or disclosures to affected parties, and other remedial measures as requested by the City or required under applicable law. Vendor shall indemnify the City from any resulting damages and costs, including, without limitation, identity protection assistance and services procured for data subjects and reasonable attorneys and technical consultant fees for the City' handling of the incident.

1.4 Data Owner: All data that received from the City shall be considered of a confidential nature, be held within the United States with applicable governing law, all systems and other resources intended for use by multiple users are located in secure physical facilities with access limited and restricted to authorized individuals only, and remain the sole property of the City. Upon termination of any agreements by either party, Vendor shall be liable for return of any shared data, along with third party proof of permanent destruction of this data from Vendor's computer storage systems. Nothing in these Requirements will be interpreted or construed as granting Vendor any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to City Data.

1.5 Derivative Data: Vendor shall not create or maintain data which are derivative of City Data, except for the purpose of performing its obligations under its agreements with the City and as authorized by The City. Any derivative of City Data, regardless of how created, shall be deemed City Data.

1.6 Background and Screening Checks: To the extent permitted by local law, Vendor shall conduct appropriate background and screening checks prior to permitting any employee or Vendor to have

access to The City Data. Vendor shall in no event expose the City to a level of risk which is commercially unreasonable or sanctioned by law. The comprehensive background check on individuals shall include, at a minimum, the individual's previous employment history, criminal record, credit history, reference checks, and any additional industry standard background check requirements. The City may at its sole option require more extensive background checks for any employee or Vendor who will have access to Personal Data or other information deemed highly sensitive by The City.

1.7 Security Awareness and Education: Vendor shall appoint qualified personnel designated with responsibility to maintain its information security program. Vendor shall ensure that its security personnel have reasonable and necessary experience and training in information security. Upon request, Vendor shall provide the City with a point of contact for all information security related items. Vendor shall have a defined program to provide periodic information security awareness training to Vendor's employees and Vendors who will have access to City Data. Education and awareness training shall include Vendor's security policies and standards for the secure handling of The City Data. If Vendor's services include software development, Vendor training must include secure application development training to ensure Vendor developers are programming according to secure coding techniques and principles.

1.9 Audits: Vendor agrees to submit to reasonable data security and privacy compliance audits by The City and/or, at The City' request, by an independent third party, to verify compliance with these Requirements, applicable law, and any applicable contractual undertakings.

2.1: Coverages: Cyber Insurance. Vendor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of not less $1,000,000 and on a per occurrence basis, with coverage extended top protect the City for (a) data breaches by Vendor or anyone causing the loss of use of electronic data; loss of personally identifiable information or City confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to CJIS, HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging liabilities created by casual users of third parties accessing Vendor web site(s) or computer systems through private networks and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of City revenue or expense to the City due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

City of Bradenton Vendor Remote Access Policy (<u>Applicable to those Vendors who shall require access to the City's Computing Networks</u>):

3.1 Purpose: The purpose of this policy is to define rules and requirements for connecting to the City of Bradenton's network from any host. These rules and requirements are designed to minimize the potential exposure to City of Bradenton from damages which may result from unauthorized use of City of Bradenton resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to critical City of Bradenton internal systems, and fines or other financial liabilities incurred as a result of those losses.

3.2 Scope: This policy applies to all City of Bradenton employees, Vendors, vendors and agents with a City of Bradenton-owned or personally-owned computer or workstation used to connect to the City of Bradenton network. This policy applies to remote access connections used to do work on behalf of City of Bradenton, including all accessed resources, accidental or assigned. This policy covers any and all technical implementations or other use of remote access used to connect to City of Bradenton networks.

3.3 Policy: It is the responsibility of City of Bradenton employees, Vendors, vendors and agents with remote access privileges to City of Bradenton's corporate network to ensure that their remote access connection is given the same consideration as the user's on-site connection to City of Bradenton. When accessing the City of Bradenton network, Users are responsible for preventing access to any City of Bradenton computer resources or data by non-Authorized Users. Performance of illegal activities through the City of Bradenton network by any user (Authorized or otherwise) is prohibited. The Authorized User bears responsibility for and consequences of misuse of the Authorized User's access.

3.4 Requirements:

3.4.1 Secure remote access must be strictly controlled with encryption (i.e., SecureLink, Virtual Private Networks (VPNs)) and strong passwords and Multi-factor Authentication. Method of secure connection will be determined and established on a need to access basis by the City of Bradenton.

3.4.2 Authorized Users shall protect their login and password. Authorized Users shall be responsible for all damages using from misuse of their provided authentication method; as described in section 1.

3.4.3 While connected to City of Bradenton's network, Authorized Users shall ensure the remote host is not connected to any other network at the same time.

3.4.4 All hosts that are connected to City of Bradenton internal networks via remote access technologies must use the most up-to-date anti-virus software, this includes personal computers.

3.4.5 Confidentiality: Authorized Users hereby agree that any computing or communications equipment, software, network resource, and storage media provided to me by the City of Bradenton may contain confidential information and that this information remains the property of the City at all times.

3.4.6 The City of Bradenton does NOT provide ANY APPROVED WIRELESS OPEN NETWORKS or condone their use to conduct business on its behalf. Public networks, such as those found in hotels and airports should be considered not secure for use to access its networks.

3.5 Policy Compliance:

3.5.1 Compliance Measurement: The City of Bradenton reserves the right to monitor all activities related to an Authorized User. As such, compliance to this policy through various methods, including but not limited to systems and log monitoring, business tool reports, internal and external audits, and inspection will be performed at its discretion.

3.5.2 Non-Compliance: An Authorized User found to have violated this policy will be subject to immediate termination of access. In the event individuals are suspected of violating federal, state, or local laws, including those activities specified in Chapter 815 of the Florida Statutes (known as the Florida Computer Crimes Act), all relevant material shall be made available to the appropriate law enforcement agency for investigation and possible prosecution.

Public Records Retention Requirements:

4.1 Public Records Retention Requirements for Vendors Operating within Florida Public Sector:

Public Records. Pursuant to the provisions of Section 119.0701, Fla.Stat., and to the extent applicable under Florida law, Vendor shall comply with the public records laws as follows:

4.1.1 Keep and maintain public records required by the City in order to perform the service.
4.1.2 Upon request from the City's custodian of public records, provide the City 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, Fla. Stat., or as otherwise provided by law.
4.1.3 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 Vendor does not transfer the records to the City.
4.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Vendor. If the Vendor transfers all public records to the City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
4.1.5 All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
4.1.6 Vendor shall indemnify and hold harmless City, and City's officers, employees, agents and representatives, from and against any and all claims of loss, damages, liability, cost and expenses (including reasonable attorneys' fees and expenses) arising from the failure of Vendor to comply with the requirements of this Section 4.1 or the Florida Public Records Law, Chapter 119, Florida Statutes.
4.1.7 Required notice:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-932-9400; cityclerk@bradentonfl.gov; 101 12th Street West, Bradenton, FL 34205.

5.1 E-Verify: Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Vendor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Vendor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Vendor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Vendor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

6.1 Limitation on Indemnification: Notwithstanding any provisions contained in the contract, any indemnification provided by the City shall be subject to the monetary limitations of Section 768.28, Florida Statutes, and shall not be construed as a waiver of City's sovereign immunity.

Definitions Section:
For purposes of these Requirements, the following definitions shall apply:

"Data Security Breach" means: (A) the loss or misuse (by any means) of City Data, including, without limitation any unauthorized access or disclosure to unauthorized individuals; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of City Data; or (C) any other act or omission that compromises the security, confidentiality, or integrity of City Data. Data Security Breach includes, without limitation, a breach resulting from or arising out of Vendor's internal use, Processing or other transmission of City Data, whether between or among Vendor's subsidiaries and affiliates or any other person or entity acting on behalf of Vendor.

"Highly Sensitive Personal Data" is that subset of Personal Data whose unauthorized disclosure or use could reasonably entail enhanced risk for the data subject. Highly Sensitive Personal Data includes (A) Social Security number, passport number, driver's license number, or similar national identifier; (B) financial or medical account authentication data, such as passwords or PINs; and (C) Cardholder Data, including credit card numbers and CVV codes.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

"PA-DSS" means Payment Application Data Security Standard at its current mandated level, its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

"Payment Application" means any application that stores, processes, or transmits cardholder data as part of authorization or settlement.

"PCI-DSS" means the current version of the Payment Card Industry (PCI) Data Security Standard (DSS), its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

"Personal Data" means any information that can be used to identify, locate, or contact an individual, including an employee, Vendor, customer of the City, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; or (E) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing. Personal Data specifically includes (F) Individually Identifiable Health Information as defined pursuant to HIPAA; (G) the meaning assigned under European Union Directive 96/46/EC and (H) criminal history, race, ethnicity, national origin, and information about sexual orientation or activity, political opinions, and religious beliefs.

"Processing" or "Process" means any operation or set of operations that is performed upon the City's Data, whether or not by automatic means, including without limitation collection, recording, organization,

storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, alignment, combination, blocking, deletion, erasure, or destruction.

"City Data" means any non-public information which is commercially valuable, proprietary, privileged, or personal, the unauthorized disclosure of which could adversely affect the City and/or its employees and customers (e.g., competitively, by waiver of legal privilege, monetary loss, or violation of law or right of privacy). The City Data includes all data referencing employees, Vendors, customers, or potential customers of the City, any classified information the City receives in connection with participation in government programs, and any data the unauthorized disclosure of which could cause significant harm to The City or the individual to whom the information pertains.

"Technical and Organizational Security Measures" means security measures, consistent with the sensitivity of the City Data being Processed and the services being provided by Vendor, to protect The City Data, which measures shall implement best industry protections and include physical, electronic and procedural safeguards to protect The City Data supplied to Vendor against any Data Security Breach, and any security requirements, obligations, specifications, or event reporting procedures set forth in any agreement between Vendor and the City.

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 24, 2023
SUBMITTED BY:	Erin Jones, City Administration
ITEM TYPE:	Miscellaneous
AGENDA SECTION:	NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL
SUBJECT:	Visioning Consulting Services Scope of Work
SUGGESTED ACTION:	Review and provide direction on proposed Scope of Work.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Review of the proposed scope of work to be advertised with the Request for Proposals (RFP) Visioning Consulting Services solicitation.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Scope of Work for Visioning Consultant Service.

ATTACHMENTS:
Visioning Scope of Work

PARTI II - SCOPE OF WORK

1.0 OVERVIEW

The City of Bradenton is seeking to retain a highly qualified consultant experienced in public participation methods and facilitation with diverse stakeholders. The visioning process shall include surveying the opinions of City residents, business owners, and non-profits in order to develop a vision that will guide the Mayor and City Council in making decisions that are in keeping with the desires and needs of their constituents. The vision statement is expected to address a broad range of issues, citywide down to neighborhood level, including governance, public safety, traffic, code enforcement, planning and development, public recreational opportunities, utilities, beautification, business attraction and retention, and any other issues that may come to light in the process.

2.0 SCOPE OF SERVICES

2.1 Prior to conducting any public outreach, the Proposer shall:

2.1.1 Review of the City's Budget, Capital Improvements Program, Comprehensive Plan, Code of Ordinances and Land Use Regulations, Community Redevelopment Agency's Master Plans, and other relevant documents.

2.1.2 Hold individual meetings with the Mayor, City Council and the City Administrator to gain further insight regarding the City.

2.1.3 Hold a group meeting with department directors and key staff members to better understand the operations of each department.

2.2 The Proposer shall:

2.2.1 Use innovative methods to oversee and conduct the public input process, helping to identify issues, draft questions to solicit input and conduct the survey process.

2.2.2 Facilitate two (2) public meetings, one in the daytime and one in the evening, in each of the five (5) Wards of the City.

2.2.3 Facilitate two (2) public meetings, one in the daytime and one in the evening, for the business community.

2.2.4 Facilitate two (2) public meetings, one in the daytime and one in the evening, for the non-profit community.

2.2.5 Obtain a list of attendees, addresses and contact information from each meeting.

2.2.6 Have sufficient staff and resources available to collect the information and complete required tasks.

2.2.7 Confirm that each location has the equipment and access necessary for presentations.

2.2.8 Have staff available at all meetings that have the ability to communicate in English as well as Spanish. The ability to communicate in Creole is a preferred but not required.

2.2.9 Conduct survey groups, hold public meetings and workshops to gather impressions and sentiments for a wide variety of issues including, but not limited to:

2.2.9.1. Historical/cultural/holistic redevelopment by ward (ex: Tropicana, Mineral Springs).

2.2.9.2. City's uniqueness.

2.2.9.3. City's concepts related to the built environment.

2.3 Public meetings shall be completed during season, between October and May.

2.4 Following the completion of public meetings, the Proposer shall meet with the appropriate City staff to review information gathered at the meetings to create, execute and promote a city-wide online survey to all residents, business owners and non-profits. Surveys shall be available in English as well as Spanish.

2.5 Additional meetings throughout the process with the Mayor, City Council and the City Administrator may be required.

2.6 City staff will be in attendance during public meetings and will be available to assist.

2.7 City staff will assist in determining locations for the public meetings.

3.0 DELIVERABLES

3.1 Proposer shall design and recommend a process to the City Council that provides a detailed explanation of the visioning project process and defines roles, tasks, timelines and responsibilities throughout the life of the project.

3.2 Compile and analyze relevant data; identify and evaluate issues, values and concerns.

3.3 Develop a final vision report and presentation that provides the following information:

3.2.1 Analysis of the opinions of the residents, business owners and non-profits on a broad range of issues, citywide down to neighborhood level, including governance, public safety, traffic, code enforcement, planning and development, public recreational opportunities, utilities, beautification, business attraction and retention.

3.2.2 A professional analysis of the online survey results.

3.3 Present to the City Council the final vision document that showcases the findings and formulation of a vision document that provides the City with direction to achieve the results desired by the community.

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 24, 2023

SUBMITTED BY: Lance Williams, Finance

ITEM TYPE: Presentation

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Debt and Revenue Analysis

SUGGESTED ACTION: TBD

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
TBD

SUGGESTED MOTION:
TBD

ATTACHMENTS: